

AGREEMENT

BETWEEN THE

**ROMEIO COMMUNITY SCHOOLS
BOARD OF EDUCATION**

AND THE

MEA-NEA LOCAL I-ROMEIO

2021 –2024

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**AGREEMENT
BETWEEN THE
ROMEO BOARD OF EDUCATION
AND THE
MEA-NEA LOCAL I**

THIS AGREEMENT entered into this 1st day of September 2019, between the Board of Education of the Romeo Community Schools School District Macomb and Oakland Counties, Michigan, hereinafter referred to as the "Board" and the MEA-NEA Local I - Romeo, for the teachers of the Romeo Community Schools, hereinafter referred to as the "Association."

**ARTICLE 1
RECOGNITION AND DEFINITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of 1947 as amended by Act 379 of 1965, also known as the Public Employment Relations Act (PERA), the Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, for all employees of the Board included in the following bargaining unit:

All regularly employed elementary and secondary teachers who are legally certificated. The following categories who are regularly employed are also covered wherever applicable: Counselors, Special Education Teachers, Librarians, Nurses, Social Workers, Speech Pathologists, Psychologists, Instructional Coaches, Preschool Teachers, Career and Technical Education (CTE) Teachers, Permanent Substitutes and Teachers on leave, and specifically excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Parochial partnership teachers in a school outside of district boundaries who work through a shared time agreement with the District, and other administrative and supervisory personnel, and substitute teachers.

The term "teacher" as used in the Agreement shall mean all members of the bargaining unit as listed above.

The term "regularly employed" as used herein shall include those teachers employed on a regular full time or regular part time contract.

The term "certificated" as used herein shall mean a teacher who holds a valid teacher's certificate issued by the State Board of Education under the requirements of MCL 380.1531.

The Board shall not supplant bargaining unit members with outside professions unless required by law. In the event that the Board should need to subcontract work of a kind performed by

bargaining unit members on a temporary basis, the parties shall meet to review the necessity for such subcontract. However, nothing contained herein shall be interpreted to mean the lessening of the requirements of this Article that only members of the bargaining unit shall be allowed to hold special services/teaching assignments and provide special services/teaching of the kind customarily provided by members of this bargaining unit. This section does not apply to services offered by the State of Michigan, Intermediate County School District, and other local school districts, and/or agencies within or outside the State of Michigan, which offer unique programs of services not presently available in the school district. This section does not apply when no bargaining unit members are available for or seeking posted supplemental pay positions.

ARTICLE 2 BOARD RIGHTS

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of elimination, the right to:
1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 2. The right to establish, modify, or change any work or business or school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or reassign employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

- B. The policy-making functions rest exclusively with the Board.
- C. In the event of a claim of misrepresentation or misapplication of the Agreement, the integrity of this provision shall be the basic premise for interpretation of the Agreement.
- D. All of the above items shall not be in conflict with the specific provisions of this Agreement.

ARTICLE 3
TEACHER'S RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board further agrees that it will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of the State of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of the institution of any grievance, complaints, or proceedings under this Agreement, or participation in collective negotiations.

In addition to the terms of this contract and the policies of the Board, the Association is hereby guaranteed all rights established by state law governing teacher employment, tenure, fair labor practices and recognition.

- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary or discriminatory and without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, or any other legally protected class, or Association membership.
- C. The Code of Ethics of the National Education Association is considered by the Association, its membership, and the Board to define acceptable criteria of professional behavior for teachers. The Association shall be expected to abide by this code.

ARTICLE 4
ASSOCIATION RIGHTS

- A. The Association will be allowed space in the school building to store duplicating machines, paper, and supplies for Association use.
- B. Meetings of the Association may be held in the school building before or after the normal student day. Should the meeting time, arrangements for the meeting or clean up following

the meeting require extra custodial help, the Association will be expected to bear the expense. Prior arrangements must be made with the building principal. Committee meetings and individual contacts may be scheduled during the teacher's lunch period provided that Association activities shall not interfere with the operation of the schools or of any class within said schools.

- C. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards in faculty areas, at least one of which shall be provided in each building.
- D. The Association will be allowed to use mail service and mailboxes of the school district for distribution of announcements, Association news, and the dissemination of professional literature.
- E. The Association may use, within the school building, the typewriters, duplication equipment, computers and other technology, and the audiovisual equipment necessary to its operation, provided that the equipment is not otherwise in use or scheduled for use and that the request for use of the equipment is approved by the principal of the building. The Association shall pay for all materials and supplies incidental to the use of such equipment, and shall be responsible for any damages to equipment used if the damage is directly attributed to the Association's use.
- F. The Board will advise the Association of any major new fiscal budget proposals, or tax programs, which are planned. If the Association desires, it shall be given an opportunity upon request to present its position to the Board. In the case of proposed new buildings, or educational philosophy, or major revisions therein, the Board agrees to involve the teachers directly in the initial education phases of the planning, beginning with the relationship between the program or building and the educational philosophy it is designed to implement.
- G. Membership in the Association shall be open to all teachers regardless of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, or any other legally protected class.
- H. The Romeo Association president will be released two hours per day and up to twenty (20) days per year to conduct Association business without loss of pay. The Association will reimburse the Board for the equivalent of one half of the two-hour release time salary and retirement and FICA benefit costs for the hour, excluding fringe benefits. Reimbursement received from Association will first be applied to MPSERS obligation to comply with law.
- I. The Board shall approve a maximum of twenty (20) days leave per year for Association activities, at full pay. No more than ten (10) days per year may be used by any individual Association member. Ten (10) additional days may be granted provided the Association reimburses the district the full cost of the substitutes.

- J. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, including arbitration, shall be released from regular duties without loss of pay.

ARTICLE 5
STRIKE PROHIBITION

The Association agrees that neither its members nor any member of the bargaining unit will take part in an illegal strike against the Board. As used in this context, the word "strike" shall mean the concerted failure to report for duty; the willful absence from one's position; the stoppage of work; the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

ARTICLE 6
TEACHING CONDITIONS

A. FACILITIES

The Board and the Association recognize that the availability of optimum school facilities is desirable to ensure the high quality of education that is the goal of both the Association and the Board.

The Board agrees to keep the schools reasonably supplied, equipped and maintained. Rest rooms, vending machines, telephones and off-street parking shall be made available for teachers at all existing and future schools.

B. CLASS SIZE

The parties mutually recognize that the pupil-teacher ratio is an important aspect of an effective educational program and that limiting this ratio to a number which is consistent with sound educational practices is also important. They further recognize that the accomplishment of this objective is dependent upon the number of classrooms available, the financial ability of the school district to employ the recognized number of teachers, the availability of competent teaching personnel, the rate of the school district growth and the fluctuating of student population within the district.

It is understood that class size may fluctuate at the beginning of the school year. The fall count date and the spring count date (for second semester courses), therefore, will be the target date for equalizing class size and making all reasonable efforts to stay within the established class size per grade level and maintain the classroom teacher/pupil ratio.

At such times as the teacher pupil ratio set forth below is exceeded, involved principal, teacher, Association representative and Central Administration shall meet to explore

methods to relieve the situation. Such methods may include but not be limited to the following:

1. Reschedule classes:
 - a. Create split sections.
 - b. Balance sections.
 - c. Adjust teacher assignments.
 - d. Reassign students.
2. Add an additional teacher to the staff;
3. Employ a teacher aide to work with the affected teacher;

To facilitate the integration of students with diverse needs, the Administration will make every effort to equalize the number of such students in classes. In classes where such students are placed, the Administration will make every effort to reduce the total class size from the stated limits set forth below.

SECONDARY:

In the secondary buildings (middle school and high school), the class size limit shall be as follows:

	<u>Target</u>	<u>Maximum</u>
Middle School	29	31
High School	29	32
Physical Education	35	37
Band	42	44*
Choir	40	44

*When the Band and/or Choir class size exceeds 44 students, the teacher and the Association will be consulted.

In the event that any class is in excess of the class size maximums, after the fourth Wednesday of each grading period, high school teachers shall receive \$350 per enrolled student, per semester and middle school teachers shall receive \$235 per enrolled student, per trimester. The overage compensation shall be paid by the District on the second pay date following the fourth Wednesday.

COUNSELORS

Secondary counselor caseloads shall be 1 counselor for every 401-425 students per semester. The District shall pay the school Counselor for overages as follows:

- 1 Counselor for 426-450 Students \$500.00
- 1 Counselor for 451-475 Students \$600.00
- 1 Counselor for 476-500 Students \$700.00

In no event shall the secondary caseload size exceed 500 students.

ELEMENTARY:

At the Elementary level, class size limits shall be as follows:

	<u>Target #</u>	<u>Maximum #</u>
Young 5's	18	20
Kindergarten	24	27
1 st Grade	25	28
2 nd Grade	26	29
3 rd Grade	26	29
4 th Grade	28	31
5 th Grade	28	31

In the event that any class is in excess of the class size maximums after the fourth Wednesday of each grading period, the teacher shall receive \$500 per enrolled student. The overage compensation shall be paid by the District on the second pay date following the fourth Wednesday.

Elementary specials teacher overage shall be \$100 per student utilizing the elementary grade level class size.

Multi-grade class sizes shall not exceed the lowest class size of the grade level multi-grade, i.e. 1st/2nd grade split would be 25 target/28 maximum students. No more than 2 grade levels will be assigned to any multi-grade class. Teachers assigned to a multi-grade class shall receive a \$750.00 stipend in the second pay in January and \$750.00 in the second pay in June.

Six additional hours (one day) of Professional Development and/or planning shall be provided to all teachers assigned to split classrooms in order to meet and discuss curriculum and other student needs and/or to visit other districts with split classes. The building principal shall work with the teacher in considering appropriate Professional Development and/or time for planning shall approve the same.

Class size limits for specials shall be the same as for the elementary teachers. Class overage pay will begin one student beyond the maximum number of students.

The Board will attempt to equalize class size across the district whenever possible when the above class size guidelines are exceeded. To facilitate the integration of students with diverse needs, the Administration will make every effort to equalize the number of such students in classes. In classes where such students are placed, the Administration will make every effort to reduce the total class size from the above stated limits.

C. HOURS

1. HIGH SCHOOL

- a. The day shall not exceed seven (7) hours and fifteen (15) minutes.
- b. Normal teacher instructional time shall not exceed five (5) hours (five (5) periods) per day per week.
- c. If the A/B Block Schedule is used, then the normal instructional time shall not exceed 275 minutes per day and 3 instructional periods per day.
- d. On no less than 3 days per week a teacher will have planning time that is no less than 90 minutes per day. In support of collaborative team meetings (ex. department or Academy Team meetings), each teacher shall receive an additional 25 minutes of planning time on the two remaining school days. These teams will report to Administration on how they would like this time scheduled no later than the end of the third week of school.
- e. Lunch shall be at least thirty (30) consecutive minutes.
- f. Teachers shall not be required to teach more than three (3) preparations unless mutually agreed upon between the Teacher and the Administration.
- g. In the event that the District does not follow the A/B Block Schedule, the District shall follow the traditional 6 period schedule as set forth in the 2015-2019 collective bargaining agreement, Article 6 Paragraph C Section 1.
- h. The following shall apply in the event that the issues to be covered in these meetings are not addressed during Professional Development or other meetings. There will be semi-annual one-half day department level meetings for teachers in grades 6 – 12. The teachers will be released from their regular responsibilities to attend these meetings and attendance will be mandatory. Department chairs will provide the proposed agenda and date of the meeting three (3) weeks in advance of their meeting to the building administrator and the Assistant Superintendent for Academic Services for input and approval. The Director of Special Services will have input when Special Services staff schedule their semi-annual meetings. Minutes will be taken during the meetings, and copies will be provided to the building administrator, the Assistant Superintendent for Academic Services, and the Director of Special Services, if appropriate.

2. MIDDLE SCHOOL

- a. The teacher day shall not exceed seven (7) hours and fifteen (15) minutes.
- b. Teacher instructional time shall not exceed shall not exceed 300 minutes per day. The instructional time above is based on a six (6) period day, plus Advisory time.
- c. Planning/conference time shall be one (1) class period.
- d. Lunch shall be at least thirty (30) consecutive minutes.
- e. Teachers shall not be required to teach more than three (3) preparations unless mutually agreed upon between the teacher, Association and the Administration.
- f. The following shall apply in the event that the issues to be covered in these meetings are not addressed during professional development or other meetings. There will be semi-annual one-half day department level meetings for teachers in grades 6 – 12. The teachers will be released from their regular responsibilities to attend these meetings and attendance will be mandatory. Department chairs will provide the proposed agenda and date of the meeting three (3) weeks in advance of their meeting to the building administrator and the Assistant Superintendent for Academic Services for input and approval. The Director of Special Services will have input when Special Services staff schedule their semi-annual meetings. Minutes will be taken during the meetings, and copies will be provided to the building administrator, the Assistant Superintendent for Academic Services, and the Director of Special Services, if appropriate.

3. ELEMENTARY SCHOOL

- a. The day shall not exceed seven (7) hours and fifteen (15) minutes.
- b. Teacher instructional time shall not exceed 305 minutes.
- c. Lunch shall be at least forty (40) consecutive minutes.
- d. Teacher planning time within the student day shall be 225 minutes per week. Such time will be provided through special instruction, in blocks of no fewer than thirty (30) consecutive minutes in art, music, physical education and technology for the Young Fives through fifth grades. In the event elementary teacher preparation time is reduced due to program reduction, the Board agrees to meet with the Association to discuss the feasibility of a reduced workday schedule that would make appropriate adjustment to the elementary teacher planning time.
- e. Teachers who would lose planning time because an assembly has been scheduled during this time will not be required to attend non-curriculum-related assemblies. Special area teachers assigned students at this time will supervise these students. Attendance at curriculum-related assemblies will be required if the teacher has not

previously attended an assembly with the same content. If required to attend such an assembly, teachers will be paid as per the substitute rate in Appendix II Supplemental Pay Schedule.

- f. Planning time of 225 minutes per week will be provided for all technology teachers, art, music, reading clinicians and physical education teachers.
- g. The time and location of morning snack/bathroom break shall be at the discretion and supervision of the classroom teacher.

Elementary teachers shall be required to supervise on a rotating basis the daily afternoon recess periods. Afternoon recess will be 20 minutes. The decision for indoor or outdoor recess/breaks will be determined by the building administrator or her/his designee and will be based on weather conditions or other safety concerns.

- h. The following shall apply in the event that the issues to be covered in these meetings are not addressed during professional development or other meetings. There will be quarterly one-half day grade level meetings for elementary teachers and quarterly one-half day meetings for special area teachers. Attendance will be mandatory. Teachers will provide the proposed agenda and date of the meetings three (3) weeks in advance of their meeting to the building administrator and the Assistant Superintendent for Academic Services for input and approval. The Director of Special Services will have input when Special Services staff schedule quarterly meetings. Minutes will be taken during the meetings, and copies will be provided to the building administrator, Assistant Superintendent for Academic Services, and the Director of Special Services. PLC time will preempt the provisions herein contained.

4. SPECIAL/TRAVELING TEACHERS

- a. Conditions as above depending upon the assignment.
- b. A teacher who travels to more than one level will be counted as a teacher in the level in which more than fifty percent (50%) of the student contact occurs.
- c. Travel time shall count as student contact time.
- d. A teacher who travels is only required to attend one building staff meeting a month.
- e. A teacher who travels is only required to complete the school improvement plan requirement of his/her home school. The home school shall be designated by the agreement of the traveling teacher and the administration at the beginning of the school year.

5. LUNCH

- a. Duty free lunch periods shall be provided for every teacher, every day.
- b. All other duties during the school day shall continue to be covered by all of the teaching staff on a rotating basis and as directed by the building administrator.

D. SUBSTITUTE TEACHERS

It shall be the policy of the Board to supply substitutes for all teachers absent, whenever possible. Every effort shall be made to provide substitutes in order for teachers to attend IEPs and IRIPs and other student intervention meetings. Teachers may have the option of attending during their planning time. In an emergency situation (one in which the administration has not known in advance of a teacher's absence) teachers may be requested to fulfill the need for a substitute. Teachers may decline to substitute, with valid reason, provided other arrangements can be made. When required or when a teacher volunteers to substitute, teachers will be paid, according to the substitute rate listed on Appendix II Supplemental Pay Schedule.

Whenever possible, substitutes will be provided for media specialists, reading specialists, teacher consultants and speech pathologists for absences of three (3) days or more.

E. SAFETY

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which unnecessarily endanger their health, safety, or well-being. The Association shall provide notice to Administration of such conditions or task so that the Board shall be allowed a reasonable period of time to correct the condition before it can become the subject of a grievance.

It is recognized by the Association and the Board that the professional service of the teacher includes such duties as general supervision to preserve property and the welfare of students at all times.

Safety/Crisis Committee

Any Board directed district-wide Safety or Crisis Committee will include bargaining unit members. Each chapter within the Association may be represented by at least one (1) committee member. This committee will make recommendations regarding safety and related issues within the district. In the event that a committee meeting is held outside of the contractual work day, committee member(s) shall receive compensation at the hourly rate set forth in Appendix II Supplemental Pay Schedule.

Indoor Air Quality Committee

Each building will have an Indoor Air Quality (IAQ) Committee. To the extent possible, the committee will have representation from all employee groups in the building and at least

one (1) parent representative. The EPA “Tools for Schools Action Kit” will serve as a guide for the operation of this committee. Identified problems will be referred to the Superintendent and the Director of Grounds and Maintenance. In the event that a committee meeting is held outside of the contractual work day, committee member(s) shall receive compensation at the hourly rate set forth in Appendix II Supplemental Pay Schedule.

F. WORK DAY

The regular school day for all teachers shall consist of seven (7) hours and fifteen (15) minutes. The time designated for each building as the regular starting time is the time that teachers are expected to be at their assigned stations ready to begin the day. Beginning and closing times will be established by the appropriate administrator.

Any teacher desiring to leave the assigned building prior to the close of the daily schedule shall first receive permission of the immediate supervisor or, in the absence, leave written notice with the designated representative.

G. MEETINGS/PROFESSIONAL ACTIVITIES

1. Curriculum

It is mutually agreed and understood that teachers' meetings, curriculum workshops, and other professional activities may extend beyond the limits of the day as described above. In the event that such meetings, workshops and other professional activities are held outside of the contractual work day, member(s) shall receive compensation set forth in Appendix II Supplemental Pay Schedule.

2. Staff Meetings

Building staff meetings shall be held at the discretion of the building principal, and special services staff meetings shall be held at the discretion of the Special Services Director. The building principal and Special Services Director shall publish the yearly staff meeting schedule on or before the third week of each school year. A teacher will be expected to attend no more than one (1) staff meeting per month from September through May (maximum 9 meetings). Teachers shall not be required to stay beyond 45 minutes of the scheduled workday. In the event that any staff member is required to attend additional staff meetings, then the member shall receive compensation at the hourly rate set forth in Appendix II Supplemental Pay Schedule. When a staff meeting date has been changed and a scheduling conflict arises due to such change, the teacher will notify their administrator and will be responsible for obtaining all information presented at the meeting.

3. Career Technical Education Teachers

In the event that teachers are required to attend advisory and externship meetings outside of the duty day, the teacher shall receive compensation set forth in Appendix II Supplemental Pay Schedule.

4. Teachers shall not be required to attend more than 4 after-school hours' events per school year or be paid per Appendix II Supplemental Pay Schedule.

H. PARENT/TEACHER CONFERENCES

Teachers shall attend the Parent-Teacher Conferences conducted three (3) days (or evenings) annually, as well as an annual open house (not to exceed 90 minutes) in their building. The Board and the Association recognize the importance of communication with the public concerning the schools and encourage the interaction between teachers and parents. When conferences are in the evening, the period of time for such shall be three hours, with the exception of spring conferences which shall be two hours in length and by teacher invite only. If time slots are available, they may be filled with parent requests.

I. SCHOOL CANCELLATIONS

In case school is canceled due to an act of God, teachers are not expected to report for work (intent being when students will not be in attendance). Further, they will not be charged a sick day or a bonus day or a personal leave day if one had been requested. If, however, school is canceled after the reporting time for a given teacher and the teacher has been granted a bonus day, personal leave day, or sick day, s/he will be charged accordingly.

In case school is canceled for an individual building, teachers will not be expected to report to work.

J. CHAPERONES

Chaperoning of school dances should be on a voluntary basis, and paid in accordance with Appendix II. Chaperoning of spectator buses for inter-scholastic athletic events shall be on a volunteer basis and paid in accordance with Appendix II. Bus chaperones shall be paid according to the Supplemental Pay Schedule as listed under Appendix II.

K. TENURE IN POSITION

A bargaining unit member who has not previously attained tenure, under Michigan Teachers' Tenure Act, MCLA 38.71 et. seq.; MSA 15.1971 et. seq.; in a position other than as a classroom teacher, shall not be deemed to have tenure in such a position by virtue of this contract or any individual contract for such non-classroom position but shall be deemed to have continuing tenure as an active classroom teacher.

L. COMMUNICABLE DISEASES

In the event the Board of Education authorized the development or subsequent revision of Board policies with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to negotiate said policies as the impact on the working conditions and health and safety of bargaining unit members.

M. SCHOOL IMPROVEMENT PLANS

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in MCL 380.1277.

In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact on any wages, hours and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

The conditions that follow shall govern employee participation in any and all plans, programs or projects included in the term "SIP":

All teachers shall participate in school improvement assessment and implementation. Teachers shall be required to attend meetings for this purpose that are held during the work day or at regularly scheduled staff meetings. Teacher attendance at meetings for this purpose at other times is voluntary. In the event of attendance at school improvement meetings outside of the contractual work day, the teacher shall receive compensation at the hourly rate set forth in Appendix II Supplemental Pay Schedule.

N. MENTOR TEACHERS

1. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction, and guidance.
2. Participation as a mentor teacher shall be on a volunteer basis.
3. The mentor position will first be offered to a current bargaining unit member with at least five (5) successful years of teaching completed and a satisfactory record of evaluation.
4. The administration shall notify the Association when a mentor teacher is matched with a bargaining unit member (mentee).
5. Every effort will be made to match mentor teachers with mentees who work in the same building and have the same area of certification.
6. The mentee shall be assigned to no more than two (2) mentor teachers at a time. The stipend shall be split between the mentors.
7. A mentor teacher shall be assigned to no more than two (2) mentees at a time. In the event that the number of mentees exceeds the number of mentors, then the Association and the Board may agree to exceed this limitation.
8. Bargaining unit members who volunteer as a mentor shall receive a yearly stipend of \$500.00 per mentee to be paid in the first pay in June.

9. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher and mentee after ninety (90) working days. The appointment may be renewed in succeeding years.
10. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, except in cases of misconduct.
11. The administration shall make available a maximum of four (4) days per year for the bargaining unit mentor to work with their mentee in his/her assignment during the workday - 2 days for the mentee and 2 days for the mentor. i.e. Allowing for ½ day per quarter per person.
12. It shall be the obligation of teachers to satisfy state laws or regulations pertaining to professional development training, certification requirements, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements.
13. Professional development training required by law or regulation, such as Section 1526 of the Michigan School Code, may occur during the regular workday and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher.

O. MEDICATIONS

Teachers will not be required to dispense medications to students; however, they may be requested to act as witnesses if it does not detract from their guaranteed lunch period.

P. PROFESSIONAL DEVELOPMENT

A joint committee shall be established consisting of the Superintendent or designee, the Association President or designee, and other mutually designated members. The purpose of this committee is to plan in-service work, arrange for professional growth opportunities, arrange for speakers on selected educational topics, and investigate other programs related to professional development and improvement.

Teachers will be compensated for professional development beyond contract hours on a differentiated basis. The categories include:

1. Teaching/leading a workshop for the District: \$100.00 per hour of workshop presented beyond contractual hours or \$50.00 per hour for workshops presented during contractual hours.
2. Curriculum and assessment development work beyond contractual hours: \$25.00 per hour if signed prior approval received from administrator.

3. District-approved staff development beyond contractual hours: \$25.00 per hour if signed prior approval received from administrator per district conference form.

The District shall follow the MDE guidance for reporting to the MDE District Provided Professional Development (DPPD), including those situations where the DPPD has been approved by the MDE as counting for state continuing education clock hours (SCECHs).

Q. EXTENDED LEARNING MENTORS (ELM)

1. Extended learning mentors who mentor a student taking an alternative means to earn high school credit as one of his/her courses scheduled during the school day (21F & WBL). ELMs will complete all necessary pupil accounting documentation.
 - a. 21F
 1. School counselors shall mentor students who enroll in online classes per semester as part of their work responsibility.
 2. Each 21F ELM will be compensated a stipend of \$100.00 per student per class.

2. CAREER TECHNICAL EDUCATION (CTE) WORK BASED LEARNING (WBL)

- a. CTE certified teachers may elect to supervise WBL students as part of their teaching responsibility. Whenever possible, students will be assigned to teachers within their program of study. In the event the CTE/ELM needs hours beyond the requirements outlined in the MDE WBL guide, the CTE/ELM will obtain prior approval from administration, or designee, and be compensated at the outside contractual day rate set forth in Appendix II.
 1. Type I: Students WBL is on-site at employer
 - i. Compensation of a stipend of \$200.00 per Type I WBL student per semester when there is not any time built in a teacher's day for site visits.
 2. Type II: Students work inside the school district
 - i. Compensation of a stipend of \$100.00 per Type II WBL student per semester when there is not any time built in a teacher's day for this work.
 3. Type III: Clinicals
 - i. Compensation of a stipend of \$100.00 per Type III WBL student per semester when there is not any time built in a teacher's day for this work.

R. OPEN OBSERVATION

All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

ARTICLE 7
SUPERVISORY APPOINTMENTS

- A. Consideration will be given to staff members for appointments to the supervisory and executive level and applications will be encouraged. The Board declares its support of a general policy of appointments from within its own teaching staff. The Board reserves the right to fill such vacancies from outside the district.
- B. The Board agrees to give due weight to the professional background and attainments of all applicants in filling such vacancies. Teachers who are interested and qualified may be assigned, at the discretion of the Superintendent, to part-time administrative duties, either during the summer or on a part-of-a-day released-time basis. The teacher will be compensated at the same rate as his/her regular teaching salary. At no time can a bargaining unit member evaluate another bargaining unit member.
- C. Only tenure teachers should be assigned a student teacher, with a maximum of one (1) student teacher assigned to a given tenure teacher during a semester. The assignment of student teachers will be made to teachers who have volunteered.
- D. In accordance with the policies of the sponsoring college or university, any remuneration credited to the school district shall be assigned to the benefit of the teacher providing the supervision.

ARTICLE 8
SENIORITY

- A. Seniority shall be defined as length of service within the bargaining unit.
- B. In the event the seniority date of two or more teachers is identical, the date and time the individual signed the individual contract or Intent to Hire, whichever occurs first, shall become the effective seniority date.
- C. Seniority shall accumulate to bargaining unit members during periods of sabbatical leave, compensated sick leave, disability leave, professional leave, lay-off and Association leaves of absence. Time for unpaid leaves of absence, except as previously defined, shall not count towards seniority.
- D. Seniority shall terminate upon resignation, retirement, or discharge.
- E. The Board shall furnish the Association with an updated seniority list within thirty (30) calendar days after the beginning of each school year.
- F. A lottery will be held to determine the placement on the seniority list when two members share exactly the same seniority date. The number drawn by each individual shall be assigned to that person. In the lottery, the person who draws the lowest number shall

appear first within the seniority grouping. If, in the future, there is a need to break a tie in seniority, the above procedure will be used.

ARTICLE 9

PERSONNEL FILES AND RECORDS

- A. The school administration shall maintain a personnel file in the Administration offices for each teacher it employs. The personnel file shall include the following:
1. Evaluations
 2. Correspondence - This may include all correspondence written by the teacher or by the administration as well as external communications as long as the teacher has received a copy of such communications.
 3. Supplementary Materials This shall include teaching certificates, contracts, academic records, pre-employment conferences, application forms and other related employment data, etc.
- B. Additions to the Personnel File – No complaint, commendation, suggestion, evaluation, or other document with adverse information may be placed in the file unless it meets the following requirements:
1. It is signed by the person making the complaint, commendation, suggestion, or evaluation.
 2. A copy is given to the teacher before a decision is made to place it in the teacher’s file.
 3. The teacher may write an explanation of the above, which shall become part of the teacher’s personnel file.
- C. Teacher's Access to His/Her Personnel File - Each teacher shall have the right, upon request (subject to and following the guidelines of the “Bullard-Plawecki Employee Right to Know Act”), to review the contents of his/her personnel file. A representative of the Association may, at the teacher’s request, accompany the teacher in this review. The review shall be made in the presence of the Administrator or designee responsible for the safekeeping of these files. Confidential reports from colleges and former employers or other references are excluded from a review of a teacher's personnel file.
- D. General Access to the Teacher's Personnel File - Only authorized school personnel shall have access to a teacher's personnel file as it relates to their administrative responsibility within the school district, unless current laws requires otherwise. Timely notice will be given to a teacher, should a request for access to materials in his/her personnel file be received by the school district.

- E. Removal of Materials from Teacher Personnel Files – Materials once placed in the teacher’s personnel files may only be removed with the authorization of the Superintendent of Schools or designee. Teachers may initiate a review of their file.
- F. If the teacher believes that non-disciplinary material to be placed in his/her file is in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the inappropriate or incorrect material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- G. Requests for information under the Freedom of Information Act
 - 1. All requests must be made in writing and include the name and address of the person(s) or organization(s) making the request.
 - 2. Once a FOIA request is received by the FOIA Coordinator, the teacher shall be notified and provided with a copy of the FOIA request.
 - 3. Once a FOIA request is received by the Board, the teacher shall be notified and provided with a copy of the FOIA request.
 - 4. As soon as possible and before the FOIA request is granted, the Administration will meet with the teacher and/or Association Representative(s) to review the FOIA request and the documents requested.
 - 5. The Board shall honor all exemptions to the production of documents contained in and consistent with Section 13(1) of FOIA.
 - 6. On any documents that may be released under a FOIA request, all exempt material must be redacted.

ARTICLE 10
PROFESSIONAL DUES AND SERVICE FEES

Pursuant to Section 10 of PERA, as amended, membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association. Neither party shall discriminate against a teacher as regards such matters.

ARTICLE 11
CURRICULUM REVIEW AND RENEWAL

The Board and the Association recognize that continual study and review of the instructional and related curricular and extra-curricular offerings is essential to the development and maintenance of a quality educational program.

It is important, therefore, that structure and procedures be established to insure that teachers have ample opportunities to become actively involved in the areas of curriculum and instructional development.

The Board of Education therefore will cooperate in the establishment of the following standing committees:

- A. K-12 Subject Area Committees shall be established in the four core content areas of English Language Arts, Mathematics, Science and Social Studies. The Assistant Superintendent for Academic Services shall chair these committees and vote only in the case of a tie. The committees shall be composed of the following members, unless mutually agreed otherwise, each with an equal vote:
1. English Language Arts: one (1) teacher from each elementary building, one (1) teacher from each of the secondary buildings, one (1) special education teacher, one (1) elementary building administrator, one (1) middle school building administrator, and one (1) high school administrator. If a literacy instructional specialist(s) is employed by the District, he or she will be a member of the English Language Arts Subject Area Committee.
 2. Mathematics: one (1) teacher from each elementary building, one (1) teacher from each of the secondary buildings, one (1) special education teacher, one (1) elementary building administrator, one (1) middle school building administrator, and one (1) high school administrator. If a mathematics instructional specialist(s) is employed by the District, he or she will be a member of the Mathematics Subject Area Committee.
 3. Science: one (1) teacher from each elementary building, one (1) teacher from each of the secondary buildings, one (1) special education teacher, one (1) elementary building administrator, one (1) middle school building administrator, and one (1) high school administrator. If a science instructional specialist(s) is employed by the District, he or she will be a member of the Science Subject Area Committee.
 4. Social Studies: one (1) teacher from each elementary building, one (1) teacher from each of the secondary buildings, one (1) special education teacher, one (1) elementary building administrator, one (1) middle school building administrator, and one (1) high school administrator. If a social studies instructional specialist(s) is employed by the District, he or she will be a member of the Social Studies Subject Area Committee.

- B. The Educational Technology Leadership Team will be composed of at least one teacher from each building, the District Technology Director, one principal from each level (elementary, middle school and high school) and the designee of the Assistant Superintendent for Academic Services.
- C. It is understood that service on any of the above committees is voluntary. Where the number of volunteers for any committee exceeds the number designed for a building, the building administrator and the REA building representative will confer and select the persons to service on the committee from said building.
- D. Ad Hoc Committee – The Board or Administration may establish educational ad hoc committees which may involve members of the community to review particular areas or segments of the curriculum. All such committees shall have administrative and Association representation. The ad hoc committees will forward their reports and recommendations to the Board of Education through the Superintendent or his/her designee.

E. POWERS

The K-12 Subject Area Committees are responsible for the evaluation of all proposals relating to curriculum and the transmitting of said proposal to the Board through the Superintendent. The Board will take appropriate action on all recommendations within ninety (90) days. Such action will be to accept, refer for further study or reject. Both parties agree that the K-12 Subject Area Committee serves in an advisory and consultant capacity only, and the failure of the Board to bring any of its recommendations in effect shall not constitute the basis for a grievance.

F. PURPOSE

1. The purpose of these committees will be to provide the highest quality of professional counsel and leadership in all matters placed before them relating to the education of children or the effectiveness of instruction.
2. They will advise the Board of Education through the Superintendent in matters requiring Board action. They will call attention to the curriculum matters considered important to the school district. They will serve as a channel of communications between and among faculty and parents to bring about better understanding in both directions regarding instructional matters affecting the students and teachers.
3. The members of the committees are expected to communicate fully and freely with those they represent.
4. The wishes and opinions of those they represent shall be given highest respect and full consideration, but in the deliberations of the committees, it is their unbiased opinion and mature judgment, which members owe to themselves, to their group and to the Romeo Community Schools.

G. ASSESSMENT COMMITTEE

A district-wide Assessment Committee will provide oversight for the District assessment program. The committee will be comprised of one teacher from each building, one reading clinician, one building-level administrator, and the Assistant Superintendent for Academic Services. Membership on the committee will be voluntary, and the Association will select – from among the bargaining unit members volunteering – those members who will serve on the committee. The committee will be charged with the responsibility of determining which assessments will be used and will establish implementation guidelines for the use of the tests as well as recommend appropriate training for teachers in the administration of the tests.

H. COMPENSATION

In the event that District and REA approved committee meetings are held outside of the contractual work day, committee member(s) shall receive compensation at the hourly rate set forth in Appendix II Supplemental Pay Schedule. Department Chairs who serve on a committee(s) as a part of the duties and responsibilities of Department Chair, shall not receive this additional compensation.

I. COMMITTEE REVIEW

The Board and the Association acknowledge that some of the committees identified in this Article may not be in place, other committees currently in place may not be identified in this Article and, that additional new committees may be established in the future. The Board and the Association shall establish an Ad-Hoc Committee for the purpose of reviewing and identifying all committees and the nature and purpose of each committee. This Ad-Hoc Committee shall be composed of one teacher, selected by the Association, from each building and an equal number of Administrators selected by the Superintendent or designee.

- J. In the event that curriculum relating to specials and elective course is being reviewed for possible changes, the Assistant Superintendent shall obtain the input of appropriate K-12 specials or electives teachers for such review.

ARTICLE 12 TEACHER PROTECTION

- A. Any significant complaint by a parent of a student, directed toward a teacher shall be promptly called to the teacher's attention and the complainant identified.
- B. A teacher shall report in writing to the administration any case of assault or attempted assault suffered by the teacher while in the performance of official school assignments.
- C. The Board will provide advice to the teacher as to the rights and obligations with respect to such assault and render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- E. In cases of extreme classroom discipline problems, the teacher may request a conference with the principal and other affected teachers in an attempt to resolve the problems.
- F. A teacher may use such force as is necessary for self-protection from attack or to prevent injury to another student.
- G. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of the misbehavior or the effect of the violation on the class makes it necessary. In such cases, the teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident. The principal may request such particulars in writing. The teacher and administrator shall consult with one another prior to the return of the pupil to class.
- H. Temporary suspension of students from school or from a given class may be imposed only by a principal. The teacher and the principal will cooperatively endeavor to achieve correction of student misbehavior through whatever avenues are reasonably available.

ARTICLE 13
ACADEMIC RIGHTS AND RESPONSIBILITY

- A. Since teachers are working with students who have not yet reached full maturity, they are expected to consider carefully the effect of their words and deeds in all classroom and supplementary duty situations.
- B. The Board recognizes that a teacher cannot provide adequate stimulation to students nor permit the free exchange and development of ideas without occasional unexpected results.
- C. It is the responsibility of the teacher to ensure the fair presentation of facts, philosophies and ideologies for consideration. Teachers should not attempt to urge students to accept their personal beliefs in regard to religion, politics or other areas of consideration.
- D. Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed to safeguard the legitimate interests of the schools.

ARTICLE 14
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misapplication, or misinterpretation of the terms of this contract as expressed herein. Board policies, including changes therein, the provisions of insurance contracts, and matters remedied by administrative agencies shall not be subject to this grievance procedure.

- B. Discussion of alleged violations of this contract may be held informally at any time. Such discussion shall be held with the employee's immediate supervisor and shall not be considered a grievance.
- C. No actual grievance shall be deemed to exist until a grievance is presented in writing to the appropriate administrative level involved with the grievance at which the grievance can be resolved. All grievances will be presented in writing on the form provided.
- D. The term "days" as used in the Grievance Procedure shall be interpreted as working days when school is in session. During the summer recess, "days" shall mean Monday through Friday, excluding legal holidays.
- E. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision of relief requested. In exceptional circumstances, extensions in time may be granted when so requested in writing and by mutual agreement. Such request must be filed within the normal appeal period.
- F. The MEA-NEA Local I shall inform the Board by the first Monday in October of each school year the names of the members of the Association Grievance Committee. At any grievance hearing, one member of this committee and/or representative of the Association shall represent the Association in the presentation of the grievance.
- G. The Board hereby designates the appropriate administrator to act as its representative at Level One as hereinafter described and the Superintendent, or the designated representative, to act at Level Two as hereinafter described.
- H. Grievances may be presented by a teacher, group of teachers, or by an Association representative for a teacher or group of teachers, or by the Association.
- I. Should the grieving party or parties fail to institute the grievance or appeal a decision within the time limits specified, all further proceedings shall be barred and the grievance shall be considered terminated.
- J. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the grievant or grievants, or their representatives are expected to be assigned at duty stations.
- K. Any adjustment made by the parties as a result of any grievance review shall be consistent with the terms and conditions of this Agreement.
- L. Any matter subject to the procedure specified in the Teacher Tenure Act (Act 4 of the Public Acts of 1937 of Michigan, as amended) shall be processed as required by Tenure Law. These matters shall not be subject to the grievance procedure as outlined.

Informal Level

In the event that a bargaining unit member or the Association believes that a grievable incident has occurred, the member or the Association shall request a meeting with the supervisor involved within fifteen (15) working days of the occurrence of such grievable incident. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within five (5) working days of the request, the claim or complaint may be formalized in writing as provided hereunder.

Formal Level One

If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing including the Article, section or sub-section of the Master Agreement that was violated, name of grievant, date of violation (as applicable), the relief requested, and the signature of the appropriate party within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of this decision shall be forwarded to the grievant(s) and the Association.

If the grievant(s) or the Association is not satisfied with the disposition of the grievance at Level I 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 the designated agent at Level II.

Formal Level Two

A copy of the written grievance shall be filed with the Superintendent or the designated agent as specified in Level Two with the endorsement of the approval or disapproval of the Association.

Within three (3) days of the receipt of the grievance, the Superintendent or the designated agent shall arrange a meeting at the earliest mutually agreeable date with the grievant, grievants, or Association President's representative, to discuss the grievance. Within seven (7) days of the discussion, the Superintendent or the designated representative shall render the decision in writing including the reason for the decision, transmitting a copy of the same to the grievant, the principal(s) of the building(s) in which the grievance arose and the designated representatives of the Association.

M. BINDING ARBITRATION

If no decision is rendered by the end of the seven (7) day period following the discussion, or if the decision is unsatisfactory to the Association, the Association shall exclusively have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within thirty (30) days from the date of the decision rendered in Level Two above.

N. POWERS OF THE ARBITRATOR

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

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish new wage scales or change any wage established in this contract.
3. The arbitrator shall have no power to change any practice, policy, or rule of the Board except as these practices, policies, or rules are in violation of this contract. The arbitrator's powers shall be limited to deciding whether the Board has violated, misinterpreted, or misapplied articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved and legal rights of the Board.
4. Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.
5. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. If the arbitration is held during school time, individuals needed at the hearing shall be released at no diminishment of benefits. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.
7. The rights granted school management under the Tenure Act shall not be reviewable under the provisions of this article.

ARTICLE 15 ***PAID LEAVES***

A. SICK LEAVE

1. All bargaining unit members covered by this Agreement shall be granted leave for illness and emergencies.

2. Sick leave shall be granted twelve (12) days per school year. This sick leave, to the full amount of twelve (12) days accumulation, shall at commencement of the school year be put at the disposal of the teacher, less days contributed to sick bank.
3. Each employee shall be notified on his/her paycheck as to his/her accrued number of sick days, of which the unused portion shall accumulate from year to year without limitation.
4. Any bargaining unit member covered by this Agreement not fulfilling his/her contract, either by resignation or dismissal, will have their sick leave prorated for the year based on the number of full months completed.
5. In case of absence due to injury or illness incurred in the course of the teacher's employment, for which the employee receives benefits under the Michigan Workers' Compensation Act, the Board shall pay the difference between the amount paid for compensation and the amount due under the employee's contract, as long as the employee had days in employee's bank. A prorated amount of time shall be deducted from the employee's sick leave bank. Employee's will not be charged sick leave due to absence from their jobs for reason of illness or injury resulting from their employment. A medical professional statement shall be submitted.
6. FAMILY AND MEDICAL LEAVE ACT (FMLA)
The Board will grant up to twelve (12) weeks of family and medical leave during any twelve-month (12) period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided.
Individual sick leave balances can only be used for qualifying leaves as provided in Article 15, Section A.
7. Quarantine of employee or employee's living quarters shall be considered under sick leave.
8. Sick leave shall also be used to provide care for a parent, child, or spouse of a teacher in case of illness or accident when no one else is available.
9. Sick leave days may be used for doctor appointments.
10. In case of an absence extending beyond thirty (30) working days, it shall be the obligation of the employee to inform the Board of the current status of the employee's health, except in cases involving compensable injury or illness, a statement from the attending physician indicating the probable date of return to work is required.
11. The Board reserves the right to have an examination of the employee by a physician of its own choosing, at the Board's expense. If the teacher's physician and the Board's

physician have conflicting opinions, a third physician may be consulted to decide the conflict. Cost of the third (3rd) physician shall be shared by both parties.

12. An employee ill for more than five (5) consecutive working days, at the request of the Employee Services Department, will present the Employee Services Department a statement from the employee's attending physician indicating that his/her condition of health is adequate for the employee to return to work.
13. When an employee is absent an additional number of days over the employee's sick leave allowance, the full daily wage will be deducted. The deduction for the daily wage will be based on the school year of the total number of teacher workdays being divided into salary of the teacher. (Base salary plus longevity.)

It is understood that any unpaid sick days will result in a corresponding adjustment of seniority except for those days used to qualify for long-term disability or used for Family Medical Leaves of Absence. Should an extenuating situation arise, the Association and the Administration will meet to consider exceptions to this language.

14. Any teacher whose personal illness extends beyond the period compensated under sick leave may be granted a leave of absence, upon request, without pay, for a set time as is necessary for complete recovery from such illness but not to exceed one year. Such leave of absence may be extended upon submission of satisfactory proof of continued disability. Upon return from leave, the Board will attempt to assign the teacher to the same position, if it is available, or to a substantially equivalent position.
15. Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employees Retirement Act, or in the event of the death of the employee, any employee with ten (10) calendar years of service or more may redeem all unused sick days at twenty-five (25) percent of the employee's daily rate per unused sick day up to three hundred (300) days. In the event of death, the estate will be paid the money. Any accumulated unused sick days beyond three hundred (300) days shall be placed in the Sick Leave bank set forth in Paragraph B below.

B. SICK LEAVE BANK

1. The Board and Association will cooperate in the establishment of a sick leave bank. All regularly employed professional employees covered by this Agreement shall participate.
2. One (1) day of each employee's sick leave will be deposited in the bank each year until the bank is built up to a maximum of five hundred (500) days. No more days will be added to this maximum until the bank is depleted to two hundred fifty (250) days. The bank will then be built up again to five hundred (500) days and the process repeated.
3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations. Deductions will be made from teachers who have been assigned teaching positions during the month of September for the calendar work year. If the bank is depleted during a fiscal year, teachers will deposit days to build it up to five

hundred (500) days. Those teachers who have no days to give at that time will have their days subtracted from the next year's allotment.

4. The first twenty-five (25) school days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave, or absence without pay.
5. Persons withdrawing sick leave days from the bank will not be required to replace these days except as a regular contributing member of the bank.
6. The President of the MEA/NEA Local I - REA shall certify as to the accuracy of the additions to, and deductions from, the bank.
7. The Association recognizes the responsibility of each member to use sick leave for its intended purpose.
8. In order to access days from the sick bank, a teacher must submit a statement from a physician attesting to the nature of the illness and to the fact that the teacher is not able to perform the responsibilities and duties of the job. A maximum of forty (40) days during one school year may be drawn by one individual from the bank. Utilization of days from the union sick leave bank is not available to members in their first two (2) years of employment as a bargaining unit member.
9. Nothing in this Article shall be construed as placing any obligation on the Board to advance or loan additional sick leave days to the bank should all days be used up in any period or periods of its operation.
10. The district will be required to pay sick leave benefits for any specific illness, for sixty-five (65) consecutive days (combined personal and sick bank days) as well as additional days as provided for under the modified fill terms of the long term disability coverage under MESSA. An individual may, however, use his/her personal sick leave days for any unrelated subsequent use of sick leave benefits.

C. PERSONAL LEAVE DAYS

1. Out of the Employee's accumulated sick days, two (2) days per year may be granted to conduct such business as would be difficult to conduct on other than school days.
2. A teacher will not be required to give a reason for the use of a personal leave day.
3. Absence for personal leave days on the day prior to or immediately after a holiday, break or vacation, should not be requested except in an emergency situation. In addition, personal leave days may not be used in conjunction with a bonus day to, in effect, extend a holiday break, or vacation period except for extenuating circumstances and shall have the approval of the Building Administrator and Employee Services.

4. Bonus days shall not be used in conjunction with substitute compensatory days, personal days, or compensatory days except with approval of the Employee Services Director.
5. A teacher taking no more than one (1) sick day in a school year will receive one (1) bonus day the following school year. A teacher taking no sick days in a school year will receive two (2) bonus days the following school year. Such days shall be accumulated up to five (5). Bonus days in excess of five (5) days shall be placed in the individual's sick bank.
6. If a teacher starts the school year with the total accrued sick days below, they can convert one or more sick days to one or more bonus days using the given conversions:

75 or more days....1 sick day = 1 bonus day
 100 days.....2 sick days = 2 bonus days
 125 days.....3 sick days = 3 bonus days
 150 days.....4 sick days = 4 bonus days

D. PROFESSIONAL LEAVE DAYS

1. The Board may grant professional leave days with pay for members of the teaching staff to attend conferences and meetings to improve their competency in their teaching field. Teachers will submit request for such leave.
2. in advance, in writing, and accompany their request with a meeting agenda whenever possible. Number of leaves granted may be limited by the Administration when necessary to assure reasonable distribution among the total staff within the approved budget.
3. One day may be granted for visitation to other school districts during the school year for the purpose of observation, evaluation, and study of other school programs and activities. Written application for such visitation is to be submitted to the principal at least one (1) week in advance of the proposed visit. Such application shall describe the place and purpose of the visit and the potential value to the school district. All such requests are to receive final approval of the Superintendent or his/her designee.

E. SABBATICAL LEAVE

Certificated teachers may be granted a sabbatical leave as provided MCL 380.1235 of the Revised School Code. Additional conditions are as follows:

1. Granting of sabbatical leaves will be dependent upon the financial conditions of the school district.
2. The applicant for leave shall file with the Board an agreement that the applicant will remain in the service of the Romeo Community Schools for at least two (2) years after the expiration of the leave.

An employee who does not return to the employ of the district shall refund, within twenty-four (24) months, all compensation received while on leave, provided that for each year that the teacher does serve following the leave the amount due would be reduced by one half ($\frac{1}{2}$).

3. The compensation for the staff member on sabbatical leave shall be one-half ($\frac{1}{2}$) of the base salary the member would receive if on active status for the period in which the leave is effective, payable when other staff salaries are paid, with appropriate deductions for retirement, F.I.C.A. and income tax, both federal and state, and the member's MESSA hospitalization and group life insurance; provided that the sabbatical leave salary may be adjusted should the recipient receive additional awards or grants, in order that the employee should not receive more compensation than if the member were not on leave.
4. The teacher shall be entitled to other benefits provided under regulations of the Board.
5. A maximum of 1% of the total professional staff per year may be granted a sabbatical leave. Any major fraction will be considered as a whole number.
6. Applications for a sabbatical leave must be filed, in writing, with the Superintendent of Schools by March 15th for leaves beginning with the first semester, and by October 15th for leaves beginning the second semester.
7. Sabbatical leave is granted to professional personnel to permit them to improve their ability to render services to the Romeo Community Schools. Therefore, sabbatical leaves may be granted for the following purposes:
 - a. For formal study in a program of recognized courses leading to an advanced degree conducted by a recognized college or university in the United States or abroad. A minimum of 10 semester hours of credit must be carried each semester.
 - b. For individual research, study, or writing under the direct supervision of the school district.
8. The regular sick leave policy shall apply to an employee on sabbatical leave. It shall be the responsibility of the employee to promptly notify the Board in case of illness or accident, in order that such absence days may be recorded.
9. The professional employee on sabbatical leave shall not accept outside employment while on such leave, which will interfere with the planned program.
10. The employee on sabbatical leave shall file periodic reports with Superintendent of Schools as follows:
 - a. An initial report describing the plan of study.
 - b. A mid-semester progress report.

- c. A final report at the end of each semester.

The employee may also be required to furnish such additional reports as the Superintendent deems reasonable and necessary to determine that the employee is fulfilling the agreements and requirements of the leave. Should it be determined that the requirements are not being fulfilled, or that the employee is dilatory in any respect, the entire sum paid to the employee by the Board will become immediately due and all future payments stopped.

11. All applications for a sabbatical leave will be considered on their merits as they relate to the potential benefits to the Romeo Community Schools. Consideration will be given to:
 - a. Previously approved sabbatical leave denied due to lack of funds or qualified replacement.
 - b. Potential benefit to the district.
 - c. Previous evidence of professional growth on the part of the employee.
 - d. Previous leave of absence.
 - e. Date of filing.
 - f. Years of service in the district.
12. Approval of a sabbatical leave will be contingent upon securing a qualified replacement for the period of the leave. Should the same person be approved for a second time after being denied a leave because of lack of a replacement, this section shall not be applicable.
13. A sabbatical leave once granted may not be terminated before the date of expiration of the leave, unless authorized by the Board upon request of the employee on leave and within the recommendation of the Superintendent.
14. The above policy on sabbatical leave becomes effective with the signing of this contract. Requests for retroactive consideration will not be accepted.
15. A Sabbatical Leave Committee shall be established to review and evaluate applications, recommend candidates to the superintendent based on considerations as outlined in this article.
 - a. The committee shall consist of: One (1) teacher from each level, elementary, junior high and senior high to be appointed by the Association; one (1) elementary principal and one (1) secondary principal to be appointed by the Superintendent.
 - b. The Assistant Superintendent, or the designee, shall serve as chairperson and secretary of the committee.

- c. The committee shall recommend no more than three (3) candidates for any single leave. All applications may be rejected if not deemed acceptable.
- d. All actions of the Committee shall be passed by a minimum of four (4) votes.
- e. The Committee shall report their recommendations to the Superintendent within three (3) weeks following the deadline.
- f. The Superintendent shall make a recommendation to the Board after giving consideration to the recommendations of the Committee.

F. COURT APPEARANCE

- 1. Absence for jury duty service by a teacher will not be chargeable to the sick leave or personal leave allowance, and the school district will pay the difference in salary between the teacher's daily salary and any fee the teacher is paid for jury duty.
- 2. Teachers shall be paid the difference between the teacher's daily salary and any fee the teacher is paid as a witness only for appearance before administrative bodies or courts only if subpoenaed on behalf of the administration, or for appearances involving litigation arising out of the teacher's employment when the teacher has been finally adjudged not guilty of culpable conduct in their employment and such other cases as the Board in its discretion shall decide. A teacher subpoenaed as a witness will be paid for the difference between the daily salary and any fee the teacher is paid as a witness.
- 3. Any teacher who appears as a witness, in court cases not involving the school district, or its employees, will be paid the difference between the teacher's daily salary and any fee the teacher receives as witness.

G. BEREAVEMENT

- 1. Teachers shall be granted up to three (3) days per incident involving the death of an immediate family member. Immediate family shall be defined as: spouse, child, step child, parents, step parents, brother, step brother, sister, step sister, grandparents, in-laws, grandchildren, nieces, nephews and foster children. Up to one (1) day shall be granted per incident, or in the death of a close associate or person living in the same household or other relative. These days shall not be accumulated and shall not be charged as sick leave days.
- 2. Teachers may request additional days per incident using accumulated sick days.

ARTICLE 16
UNPAID LEAVES

A. CHILD BEARING/CHILD CARE

A leave of absence shall be granted to any teacher for the purpose of child bearing and/or childcare. Said leave will commence upon request of the teacher for a period not to exceed one (1) year and may be renewed upon approval of the Board for an additional period of one (1) year.

B. PERSONAL LEAVE

The Board may grant leaves without pay of up to ten (10) work days per school year to persons covered by this Agreement for reasons of personal nature. Such leave requests must be submitted in writing at least five (5) school days in advance.

It is understood that any unpaid days taken for a personal leave of absence will result in a corresponding adjustment of seniority.

C. PROFESSIONAL LEAVE

The Board may grant a leave of absence for professional growth for a maximum of one (1) year contingent upon the direct relationship of the professional growth plan of the applicant to their teaching position. A request for such leave should be submitted prior to July 1st.

D. EXTENDED PERSONAL LEAVE

1. The Board may grant a leave of absence for personal reasons without compensation for a period of up to two (2) years. This leave is not available to members in their first two (2) years of employment as a bargaining unit member.
2. To be granted a leave an employee must make written application through the Superintendent of Schools or his/her designee during the current school year. This request should be submitted prior to July 1st. Exceptional cases will be given special consideration, especially for programs based on financial aids, grants, and fellowships.
3. A leave of absence of up to two (2) years may be granted to any teacher upon application to serve the Association, provided that the teacher has been elected to a state or national office.
4. A teacher who accepts full time employment with another school district while on leave of absence will forfeit all rights and accrued privileges.
5. Leaves of absence may be granted to any teacher who joins Action or other government volunteer programs as a full participant in any such program for the duration of the volunteer agreement.

E. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided.

Individual sick leave balances can only be used for qualifying leaves as provided in Article 15, Section A.

ARTICLE 17
RETURN FROM LEAVES

A. RETURN FROM LEAVES

1. Teachers returning from paid leaves shall have such time count as time taught for salary and seniority purposes.
2. Teachers returning from unpaid leaves shall not have such time count as time taught for salary and seniority purposes, except for military and professional leaves, which shall be treated as leaves described in paragraph one (1) above.
3. The recipient of a leave that extends through the end of a school year shall be required to notify the Superintendent or his/her designee, in writing, of his/her intent to return or not to return to work the following school year by April 1st of the school year in which the leave was taken. The absence of such notification shall be interpreted as a resignation by the employee.
4. Teachers returning from approved leaves shall return to a position, if the leave is for the balance of the school year or less.
5. In the event the leave extends beyond one (1) year or beyond the balance of the school year, teachers returning from leaves shall be placed consistent with the law.

ARTICLE 18
PROFESSIONAL COMPENSATION

- A. The salary schedule marked Appendix I shall be part of this Agreement.
- B. The salary schedule shall remain in effect during the term of this Agreement.

- C. The Board shall place a teacher returning to the bargaining unit after a break in service of one (1) year or more, at the same step as before the break in service.

It is understood that a teacher shall not be given experience credit on the salary schedule in excess of the teaching or related experience, but may be placed on the salary schedule at any step up to his/her experience. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule and said teacher shall have no right to an appeal or review of such placement or salary.

- D. The Supplemental Pay schedule marked Appendix II is a part of this Agreement and teachers so assigned shall be compensated as provided therein.
- E. Assignment of teachers to supplemental duties shall be on the recommendation of the administration.

F. TEACHERS SHARED BETWEEN BUILDINGS

1. Teachers required in the course of their employment to move from one school to another during the school day shall receive reimbursement for the use of their personal automobile at the rate established by the Board of Education to reflect increased cost in fuel upon filing and approval of monthly mileage reports.
2. A teacher who travels between the senior high and the middle school and who agrees to teach six (6) class periods shall receive an additional stipend based on the following schedule:

Middle School		Sr. High School		
1	+	6	=	1/8
2	+	5	=	1/8
3	+	4	=	1/8
4	+	3	=	1/8
5	+	2	=	1/8
6	+	1	=	1/8

G. INSURANCE

The Board shall provide the following plan options for a full twelve-month period for the bargaining unit member and his/her entire family. The district will pay the statutory hard cap for health insurance. The district will pay the full premium for the non-health benefits.

PLAN A (for employees needing health insurance)

MESSA CHOICES

MESSA CHOICES \$500/\$1,000 in-network/\$1,000/\$2,000 out-of-network deductible; Rx Saver prescription drug coverage, OV/UC/ER \$20 office visit/\$25 CU Critical/urgent care/\$50 ER emergency room co-pay. This coverage shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

Or

MESSA ABC Plan 1 \$1350/\$2700 in-network (or minimum deductible set by the IRS) \$2700/\$5400 out-of-network deductible; ABC Rx prescription drug coverage. This coverage shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

Or

MESSA ABC Plan 1 \$1350/\$2700 in-network (or minimum deductible set by the IRS) \$2700/\$5400 out-of-network deductible, 20% co insurance; ABC Rx prescription drug coverage. This coverage shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

Long Term Disability 66 2/3%

\$6,000 Maximum

90 Calendar Days Modified Fill Freeze on Offsets

Alcohol/Drug & Mental/Nervous - Same as other illness

Disability insurance coverage will be provided by the Employer and will contain coverage in accordance with the following guidelines:

- a. 90 calendar days – modified fill freeze on offsets.
- b. The benefit level will be sixty-six percent (66%) of the current daily rate of pay for each regularly scheduled work day to a maximum 23 benefit of \$5,000 per month.
- c. Benefits will continue until the Employee is sixty-five (65) years of age if disability commenced prior to age 60. Disabilities commencing at or after age 60 and prior to age 66 are eligible for up to five years of benefits. Disability after age 66 will have benefits continue until the employee is 70 years of age.

Delta Dental Plan 80/80/80: \$1,300
 50/50/50: \$1,000

Negotiated Life \$50,000 AD&D

Vision VSP 3G

PLAN B (for employees not needing health insurance)

Long Term Disability 66 2/3%
 \$6,000 Maximum
 90 Calendar Days Modified Fill Freeze on Offsets

Disability insurance coverage will be provided by the Employer and will contain coverage in accordance with the following guidelines:

- a. 90 calendar days – modified fill freeze on offsets.
- b. The benefit level will be sixty-six percent (66%) of the current daily rate of pay for each regularly scheduled work day to a maximum 23 benefit of \$5,000 per month.
- c. Benefits will continue until the Employee is sixty-five (65) years of age if disability commenced prior to age 60. Disabilities commencing at or after age 60 and prior to age 66 are eligible for up to five years of benefits. Disability after age 66 will have benefits continue until the employee is 70 years of age.

Delta Dental Plan 100:90/90/90: \$1,500
 50/50/50: 1,000
Negotiated Life \$70,000 AD&D
Dependent Life \$10,000 Spouse, \$5,000 Child(ren)

Vision VSP 3 Plus P 250CL

The Board shall sign an Employer participation agreement.

Bargaining unit members not electing MESSA Choices or MESSA ABC Plan 1 or MESSA ABC Plan 1 20% co insurance will select Plan B. If a minimum of 40 members participate, each member on Plan B will receive a stipend in the amount of Three Hundred (\$300.00) Dollars per month. If less than 40 members participate, the cash stipend will be One Hundred (\$100.00) Dollars per month.

The Board may solicit quotes for the above described health coverage. If the total cost savings between packages exceeds five (5) percent, the least expensive bid may be accepted. Bids may be solicited annually.

When bidding health coverage or any of the other components per specification of the Local I MESSA coverage, the Board shall notify the Association of such action and receive Association agreement that proposed new coverage has comparable specifications and components before final determination of insurance carrier(s).

Coverages shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

Notwithstanding any other provision of the contract to the contrary, the Romeo Community Schools shall provide a cash option in lieu of health insurance. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. Said document shall be reviewed by the Association.

The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity with one of the Board approved annuity companies. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Romeo Community Schools.

The premiums for bargaining unit members required to pay a portion of their health care insurance premiums will be changed from an after-tax deduction to a pre-tax deduction, resulting in a savings to the employee of FICA contributions.

H. RETIREMENT BENEFITS

Severance Pay

Teachers retiring from service with the Romeo Community Schools shall receive a retirement benefit of fifty (\$50.00) dollars per year for all years of service in the Romeo Community School District, provided that notice of intent to retire must be filed in writing at least three (3) months in advance of the proposed retirement date. Such benefit shall be paid only once to an employee. Should a teacher return to employment after such payment, at the teacher's own request or at the request of the Board, the teacher will not be eligible for further payments of this benefit.

I. NATIONAL HEALTH INSURANCE AND SEVERABILITY CLAUSE

If a national health insurance program is instituted by action of Congress or any government agency during the life of this Agreement, the parties shall meet to renegotiate this Article.

J. WAGE AND BENEFIT CONTROL SAVINGS CLAUSE

If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of this institution or reinstatement of any form of wage

and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.

ARTICLE 19

DEPARTMENT HEADS

A. SELECTION - SECONDARY

1. In May of every even year each department will elect a department chairperson. Final selection will be subject to approval by the building administrator.
2. A teacher whose assignment covers more than one subject area will vote in one (1) department election only. Such teacher serving as department chair will do so for one (1) department only.
3. A person serving as department chair must be a tenure teacher.

B. RESPONSIBILITIES – Middle School – See Appendix IV

C. RESPONSIBILITIES – High School Department Heads, See Appendix III.

D. DEPARTMENTS

1. *High School*

- a. English
- b. Math
- c. Social Studies
- d. Science
- e. Career Technical Education
- f. Physical Education
- g. World Language
- h. Fine Arts (drama)

2. *Middle School*

- a. English Language Arts
- b. Math
- c. Social Studies
- d. Science
- e. Electives (PE/Health/Healthy Living)
- f. Career Technical Education (computer technology, STEM, personal finance, accounting, careers).

3. Art, music, and library will be considered separate K-12 departments.

4. Secondary Special Education Department (note: stipend of \$1,000.00)

E. COMPENSATION

High School – See Appendix III

Middle School – See Appendix IV

F. ADDITIONAL COMPENSATION - SECONDARY

1. Up to two (2) days may be granted, one (1) before school begins in the fall and one (1) after school ends in June. Compensation for such days shall be \$75.00
2. Each department chairperson may be granted up to five (5) release days per school year for purposes of fulfilling his/her chairperson responsibilities.
3. Department chair duties will be assumed for two (2) years and will be paid twice. The first check will be issued on the second pay date in January. A second separate check for the remaining half will be paid on the second pay date in June.

The Executive Director of Employee Services will meet with the Association President by October 15th to establish the FTE count for that school year. The count will be based on the total number of sections offered as of 4th Wednesday.

ARTICLE 20
PROFESSIONAL RELATIONS COMMITTEE

- A. The Association President and Superintendent or his/her designee will meet at least once per month during the school year to discuss matters concerning Romeo Community Schools and to foster and maintain professional relationships between administration and staff.

ARTICLE 21
SPECIAL EDUCATION

The Board and the Association realize there are different approaches required in creating the proper type of instructional process for special education students. The Board will, therefore, provide substitutes for those classroom teachers who have indicated a need to meet with the special education teachers in their assigned buildings at the beginning of each semester or under special circumstances as approved by the building principal for the purpose of planning for special education students.

A. SPECIAL EDUCATION PLACEMENT

The Board and the Association realize there are different approaches required in creating the proper type of instructional process for special education students. The Board will, therefore, provide substitutes or volunteer staff members using substitute rate for those classroom teachers who have indicated a need to meet with the special education teachers in their assigned buildings at the beginning of each semester or under special circumstances as approved by the building principal for the purpose of planning for special education students.

Mandated special education meetings will be scheduled during the teacher workday in the least disruptive manner possible. Substitutes will be provided for the mandated general education teacher whenever block scheduling of special education meetings takes place. Special education meetings may be scheduled during the general education teacher's preparation period with his/her prior agreement.

The Board will provide training for regular education teachers receiving students with special services and all teachers having to serve the students who are medically fragile. Teachers will not be required to administer tracheotomy, suctioning, catheterization (including clean intermittent catheterization) or tube feeding to students or other invasive tasks.

Inclusion: The parties recognize that children having physical (medically fragile), mental, and emotional problems as defined in state/federal rules, may require unique and special intervention.

1. Every effort will be made to provide teachers with advance notice of placement and appropriate information related to the child's disability.
2. The services of appropriate consultants will be made to the classroom teacher depending on availability.
3. The teacher will be supplied with adequate materials and specialized equipment needed for proper education of severe disability and/or medically fragile children, as determined by the Individual Education Planning Committee.
4. Any bargaining unit member who will be providing instructional or other services to students with a severe disability or are medically fragile in a regular education setting shall be invited, in writing, to participate in the Individualized Educational Planning Committee meeting.
5. Every effort will be made to equalize the number of disabled and medically fragile students in any regular classroom.
6. The District shall provide a list of special education students for which the teacher provides instruction denoting the caseload teacher. The teacher will be notified when a special education student is added during the year.

B. SPECIAL EDUCATION TEACHERS

1. All Special Services Personnel shall have access to a work station and appropriate electronic devices which protects the confidentiality of such communications, at a school which they service. They shall also have consistent access to a room with appropriate facilities to carry out their responsibilities with individuals or groups of students or parents in buildings which they service.
2. Special Education Teachers whose caseloads exceed the state limit (notwithstanding a waiver), shall be compensated at the overage rate set forth in Article 6 Paragraph B.
3. Special Education Teachers whose workload increases due to the extended absence of another Special Education Teacher shall be provided a substitute for the purpose of completing necessary documentation or additional compensation at the overage rate set forth in Article 6 Paragraph B.

C. WAIVERS

Decisions regarding school district application for future waiver(s) from the Department of Education in Special Education Rules and Regulations will involve the Association and members whose jobs will be affected by the waiver(s). The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parental/community support, and employee working conditions. It is, however, expressly understood that Administration shall maintain, at its sole discretion, the authority to apply for future waivers.

The Association shall be provided a copy of any request made by the Board for a deviation of Special Education rules and/or regulations at the time for which such request is applied. In addition, the Association shall be provided with the approval or denial of said request.

All students' names shall be redacted from any documents provided to the Association.

ARTICLE 22 ***PART-TIME TEACHING/SHARED TEACHING***

A. PART-TIME TEACHING

Part-time teaching shall be voluntary and defined as one of the following:

1. Teaching one semester during the school year, either first semester or second semester, at the request of the teacher with approval by the Superintendent.
2. Teaching each day, but less than a full day. It would be at the request of the teacher with the approval of the Superintendent.

Part-time teachers will be required to attend staff meetings, if connected to the portion of the day they are teaching.

3. Teaching less than five (5) days per week at the request of the teacher with approval by the Superintendent.
4. Seniority for teachers participating in part-time teaching will be based on length of service for the school year. Example: A teacher who teaches one-half (1/2) of the school year will be granted one-half (1/2) year of seniority. A teacher who teaches a portion of each day for a full school year will be granted one (1) full year of seniority. Part-time teachers who work for an entire school year, yet less than five (5) days per week, shall be granted a full year of seniority.
5. Salary and fringe benefits for part-time teaching will be prorated based on the following:
 - a. A teacher working seventy-five percent (75%) of a full teaching schedule would be granted seventy-five percent (75%) of salary and the Board will pay seventy-five percent (75%) of his/her fringe benefits. The teacher would be required to pay the other twenty-five percent (25%).
 - b. A teacher working fifty (50%) of a full teaching schedule would be paid fifty percent (50%) of his/her salary and the Board would pay fifty percent (50%) of the fringe benefits.
 - c. Selection of Plan B will be at no cost to the member. The stipend for selection of Plan B will not be applicable.
 - d. A teacher teaching one semester only of a school year will have his/her salary paid for the semester s/he worked or may have the pay spread over the school year and/or calendar year.

B. SHARED ASSIGNMENT

1. A shared assignment shall be voluntary and shall be defined as one position shared by two teachers. The job-sharing teachers will receive a full year's credit on the seniority list and salary schedule.
2. In the event that a shared-time assignment becomes vacant, the teacher who remains will assume the position on a full-time basis for the remainder of the school year.
3. Salary and fringe benefits for shared teachers will be prorated based on the following:
 - a. A teacher working seventy-five (75%) percent of a full teaching schedule would be granted seventy-five (75%) percent of salary and the Board would pay seventy-five (75%) percent of his/her fringe benefits. The teacher would be required to pay the other twenty-five percent (25%).

- b. A teacher working fifty (50%) percent of a full teaching schedule would be paid fifty percent (50%) of his/her salary and the Board would pay fifty percent (50%) of the fringe benefits.
 - c. Selection of Plan B will be at no cost to the member. The stipend for selection of Plan B will not be applicable.
- C. Shared and part-time teachers will attend all parent-teacher conferences, professional development (including Professional Learning Communities), and open houses, whether on scheduled or unscheduled work days, including days scheduled for the teaching staff prior to the first day of student attendance. Duty on unscheduled work days, other than open houses and parent-teacher conferences, will be paid at the per diem rate.

Teachers shall not be required to attend more than 4 after-school hours' events per school year.

- D. Teachers desiring shared or part-time teaching for the following school year shall make a request, in writing, to the Superintendent or designee by May 1st. Denial of such requests shall not be subject to the grievance process.
- E. The Board reserves the right to assign shared or part-time teachers as provided for in Article 6 of this Agreement.
- F. Teachers on shared or part-time assignment, who wish to return to full time status or make any change in their shared time arrangement, shall notify the Superintendent by March 15th for the following year and assigned or not assigned in accordance with Board policy.
- G. Sick leave days and personal leave days for teachers participating in shared teaching will be paid in relation to the amount of time they are working. Example: A teacher who works for one semester will receive six (6) sick days and can use one (1) sick day for personal reasons.

ARTICLE 23

SCHOOL CALENDAR

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

If the State requirement for minimum days and hours of pupil instruction changes during the life of this agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction.

ARTICLE 24
MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement, or any application of this Agreement to any employee or any group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.
- E. Copies of this Agreement shall be produced at the expense of the Board and presented to all teachers now employed or hereafter employed.
- F. If an individual member of the Association initiates litigation challenging the legality of a provision of the Master Agreement, the Association shall not support, financially or otherwise, said litigation in any manner until it attempts through the negotiation process to correct the provision in question. (The negotiation process is defined as those meetings between the negotiating teams of the Board and Association with the primary purpose of contract change.)
- G. In the event that the Romeo School District should consolidate, merge with, or be annexed by, any other school district, this agreement shall be binding upon the employer's successor, assignees, or transferees, whether such successor, assignment, or transfer be effected voluntarily or by the operation of the law, to the extent permitted by law.
- H. A teacher may request union representation at any meeting during the evaluation process.
- I. If a teacher is experiencing difficulties in the performance of his/her duties and/or may be receiving a less than satisfactory evaluation, the Administration will make every effort to inform, in writing, the Association President of the situation as soon as possible. The District shall receive, in writing, permission from the Association member to release the performance evaluation score.
- J. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such teacher and make appropriate remittance for annuities,

credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association or the Board.

- K. Teachers who are reassigned or involuntarily transferred into positions in which they have not taught for at least five (5) years or into positions in which they have never taught shall be granted up to three (3) days upon approval of the building principal and the availability of substitute teachers, for professional leave to visit teachers, work on curriculum and/or attend conferences in their assigned areas for the purpose of upgrading instructional skills. Additional days may be sought from professional development funds for the purpose of attending conferences specifically created to improve teaching skills and teaching strategies. The Board will pay a registration fee up to \$50.00 per conference or up to a maximum of \$400.00 per year for teachers who so attend these conferences. It is further recommended that teachers who are assigned to a new grade level or department be assigned to work with a volunteer coach who would help them become acclimated to the new teaching position.
- L. The District will follow the law for hourly employees for salaried employees for breastfeeding mothers. The breastfeeding mothers' language will be reviewed if legislation changes.

CONTRACT DURATION

- A. The term of this contract shall be for one (1) year beginning September 2, 2021 and expiring August 31, 2024.
- B. One hundred (150) days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement covering the 2021-2024 school year.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year written below:

THE BOARD OF EDUCATION
ROMEO COMMUNITY SCHOOLS
COUNTIES OF MACOMB & OAKLAND MI

MEA-NEA LOCAL I
ROMEO EDUCATIONAL ASSOCIATION

DATE: 10/11/2021

DATE: 10-11-2021

BY: *Jill S. Kelley*
BOE President

BY: *Steven Ziel*
REA President

BY: *Michael C. Carter*
BOE Secretary

BY: *Elizabeth Carlson*
REA Secretary

BY: *Mary Campbell*
NEA Local I President

APPENDIX I – Salary Schedule

2021-2022 R.E.A. Salary Schedule

STEP	BA	BA+20*	MA	MA+15	MA+30 or ED SPECIALIST	ED SPECIALIST W DOCTORATE
0	\$38,529		\$42,730	\$44,200	\$44,914	\$47,667
1	\$39,713		\$43,934	\$45,405	\$46,163	\$48,971
2	\$40,896		\$45,138	\$46,610	\$47,433	\$50,275
3	\$42,080		\$46,342	\$47,815	\$48,660	\$51,579
4	\$44,265		\$49,098	\$50,565	\$51,549	\$54,641
5	\$46,522		\$51,791	\$53,262	\$54,381	\$57,644
6	\$48,972		\$54,886	\$56,353	\$57,627	\$61,083
7	\$51,598		\$57,935	\$59,410	\$60,836	\$64,483
8	\$54,507		\$61,147	\$62,619	\$64,203	\$68,055
9	\$57,489		\$64,852	\$66,324	\$68,094	\$72,181
10	\$60,556		\$68,541	\$70,011	\$71,969	\$76,286
11	\$63,935		\$72,487	\$73,959	\$76,109	\$80,675
12	\$68,087		\$77,485	\$78,973	\$81,358	\$86,239
13	\$70,130	\$71,342	\$79,810	\$81,342	\$83,799	\$88,826
14	\$71,533	\$72,769	\$81,406	\$82,969	\$85,475	\$90,603
15	\$72,963	\$74,224	\$83,034	\$84,628	\$87,185	\$92,415

For the 2021-2022 school year, teachers will receive step restoration as may be applicable, and one full step advancement. Teachers on the top step will receive 2% on-schedule.

2022-2023 R.E.A. Salary Schedule

STEP	BA	BA+20*	MA	MA+15	MA+30 or ED SPECIALIST	ED SPECIALIST W DOCTORATE
1	\$43,075		\$46,697	\$48,074	\$49,060	\$52,038
2	\$45,264		\$49,459	\$50,843	\$51,957	\$55,105
3	\$47,453		\$52,222	\$53,613	\$54,855	\$58,172
4	\$49,642		\$54,984	\$56,382	\$57,752	\$61,238
5	\$51,831		\$57,747	\$59,151	\$60,649	\$64,305
6	\$54,020		\$60,509	\$61,920	\$63,546	\$67,372
7	\$56,209		\$63,272	\$64,690	\$66,444	\$70,439
8	\$58,398		\$66,035	\$67,459	\$69,341	\$73,506
9	\$60,587		\$68,797	\$70,228	\$72,238	\$76,573
10	\$62,776		\$71,560	\$72,997	\$75,135	\$79,640
11	\$64,965		\$74,322	\$75,766	\$78,032	\$82,706
12	\$67,154		\$77,085	\$78,536	\$80,930	\$85,773
13	\$69,344		\$79,847	\$81,305	\$83,827	\$88,840
14	\$71,533	\$72,769	\$81,406	\$82,969	\$85,475	\$90,603
15	\$72,963	\$74,224	\$83,034	\$84,628	\$87,185	\$92,415
16	\$74,422	\$75,709	\$84,695	\$86,321	\$88,928	\$94,263

For the 2022-2023 school year teachers will slide to the new salary schedule. There will be no step advancement, unless the teacher slides to the new salary schedule and would make less than they are currently making, then they would be granted a step advancement. Teachers on the top step will receive 2% on schedule.

2023-2024 R.E.A. Salary Schedule

STEP	BA	BA+20*	MA	MA+15	MA+30 or ED SPECIALIST	ED SPECIALIST W DOCTORATE
1	\$43,075		\$46,697	\$48,074	\$49,060	\$52,038
2	\$45,264		\$49,459	\$50,843	\$51,957	\$55,105
3	\$47,453		\$52,222	\$53,613	\$54,855	\$58,172
4	\$49,642		\$54,984	\$56,382	\$57,752	\$61,238
5	\$51,831		\$57,747	\$59,151	\$60,649	\$64,305
6	\$54,020		\$60,509	\$61,920	\$63,546	\$67,372
7	\$56,209		\$63,272	\$64,690	\$66,444	\$70,439
8	\$58,398		\$66,035	\$67,459	\$69,341	\$73,506
9	\$60,587		\$68,797	\$70,228	\$72,238	\$76,573
10	\$62,776		\$71,560	\$72,997	\$75,135	\$79,640
11	\$64,965		\$74,322	\$75,766	\$78,032	\$82,706
12	\$67,154		\$77,085	\$78,536	\$80,930	\$85,773
13	\$69,344		\$79,847	\$81,305	\$83,827	\$88,840
14	\$71,533		\$81,406	\$82,969	\$85,475	\$90,603
15	\$72,963	\$74,224	\$83,034	\$84,628	\$87,185	\$92,415
16	\$74,422	\$75,709	\$84,695	\$86,321	\$88,928	\$94,263
17	\$75,910	\$77,224	\$86,389	\$88,047	\$90,707	\$96,149

For the 2023-2024 school year, teachers will receive one full step advancement. Teachers on the top step will receive 2% on schedule.

Effective 2008-2009 school year, elimination of BA+20 salary schedule. Current REA members on that step as of June 17, 2008 are grandfathered.

Effective 2019-2020 school year, longevity is as follows:

Years of Service 11-14	\$1,000
Years of Service 15-18	\$1,500
Years of Service 19-22	\$2,000
Years of Service 23-26	\$2,500
Years of Service 27+	\$3,000

Salary Lanes

B.A.+ 20* (Planned Program)

*BA+20 salary step eliminated effective 2008-2009 school year. REA members on BA+20 salary step, or completed 20 hours beyond Bachelor's Degree as of June 17, 2008, will be grandfathered on the BA+20 salary step.

M.A.

M.A.+ 15 (does not have to be in an approved program)

M.A.+ 30 or Education Specialist

Ed Specialist with Doctorate

Non-degreed Career Technical Education Certified Teachers shall be paid at the rate of 85% of the B.A. Schedule to the appropriate step according to the years of service they have obtained. All provisions of the Master Agreement apply to Non-Degree Career Technical Education Certified teachers.

Upon completion of a Bachelor's Degree, the school nurse shall be paid at the rate of one hundred percent (100%) of the appropriate step according to the years of service s/he has obtained.

Cost of Living Adjustment (C.O.L.A)

Each teacher shall receive a Cost of Living Adjustment (C.O.L.A.) as a deferred salary increase based up to the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U. S. Department of Labor (1967=100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase, rounded to the nearest one-tenth of one percent of the CPI, multiplied by the appropriate salary steps as listed in the salary schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30th of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percentage increase which shall be paid under the terms of this provision shall not exceed 0% for the 2019-2020 school year.

A. In the event a teacher does not complete the school year or is employed for less than the full school year, the Cost of Living Adjustment shall be pro-rated based upon a ratio of the number of workdays such teacher worked to 181 workdays multiplied by the Cost of Living Adjustment.

- B. If the government changes the make-up, timing, or base year of the index herein listed, representatives of the Board and Local I shall meet for the purpose of negotiating a new C.O.L.A. criteria.
- C. The C.O.L.A. adjustment shall be applied to all salary lanes, longevity payments, long-term disability payments (in the year in which the payments commence), sick days, and all payments made pursuant to the regular salary schedule.
- D. C.O.L.A. payments shall not be paid on the Supplemental Pay schedule. However, the C.O.L.A. schedule improvement shall be folded into the next year's payment.

BACHELOR'S DEGREE: All teachers possessing a baccalaureate degree from an accredited college or university, and holding a Michigan teaching certificate or permit, shall be placed on the Bachelor's Degree Schedule.

MASTER'S DEGREE: All teachers possessing a Master's Degree from an accredited college or university, and holding a Michigan teaching certificate or permit, shall be placed on the Master's Degree Schedule.

EDUCATION SPECIALIST DEGREE: All teachers holding a Michigan Teaching Certificate and an Educational Specialist Degree shall be placed on the Educational Specialist Degree Schedule.
*Credit may be given for thirty (30) hours beyond the Master's Degree even though the Specialists Degree has not been granted.

DOCTORATE DEGREE: All teachers holding a Michigan Teaching Certificate and a Doctorate Degree shall be placed on the Doctorate Degree schedule.

Teachers who can present transcripts indicating academic advancement beyond the Bachelor's Degree, Master's Degree, or Educational Specialist's Degree shall be entitled to an increase in salary. Such transcripts must be presented by October 15th of the current school year to be eligible for salary increase during the current year. Transcripts presented by February 15th will entitle a bargaining unit member to move to a new salary lane for the second semester of the current year.

State Continuing Education Clock Hours (SCECHs) awarded to bargaining unit members will be exchanged for semester hours of credit. Teachers may use SCECHs toward a salary lane change. 25 SCHECHs = 1 Credit Hour. Teachers can use SCECHs for up to 6 credit hours (150 SCHECHs) to go from MA to MA+15. Teachers can use SCECHs for up to 12 credit hours (300 SCHECHs) to go from MA+15 to MA+30.

Teachers may elect to receive their salary on one of two (2) plans as follows:

- A. 26 equal payments including checks during July and August.
- B. 21 equal payments excluding checks during July and August or every two (2) weeks during the employee's specific work year.

Election of one of the above plans (A or B) will be made at time of initial employment. The pay option selected at time of employment will continue throughout the teacher's employment. Teachers will have the option of changing their pay option upon notification in writing to the Payroll Department by June 1 for the subsequent school year. Pay options are irrevocable after June 1 of each year.

All teachers must have their paycheck directly deposited into a financial institution of their choice. Deposits will be electronically transferred the same day as other bargaining unit members receive their paycheck.

Longevity will be added to the salaries of teachers who have completed their 11th, 15th, 19th, 23rd, and 27th year of service with the Romeo Community School District. This includes those years of outside experience that were allowed on the salary schedule when they joined the Romeo Community School District. The longevity increment payment will be paid as follows: \$1000, \$1500, \$2000, \$2500, and \$3,000. For teachers employed effective 2000-01, longevity increments will be granted for years taught in Romeo only.

TERMS AND CONDITIONS FOR LONGEVITY QUALIFICATIONS:

Military service credit will be counted toward longevity if (1) it interrupts tenure in the Romeo Community Schools, and (2) employment with the Romeo Community Schools is the first employment after completing service in any of the United States Armed Forces.

Interrupted tenure for other reasons will be counted toward longevity only when the teacher has been granted a leave of absence.

Individuals on leave of absence must comply with provisions of Articles 15-17, and where other employment is accepted, or for some other reason, does not return to work for the Romeo Community Schools at the end of the individual's leave of absence, they forfeit credit for previous years of employment.

APPENDIX II SUPPLEMENTAL PAY SCHEDULE

The Board retains the right to determine which extracurricular programs will be operated.

Beginning with the 2021-22 school year, the stipend for supplemental positions will be based on the Appendix II Compensation Schedule. This schedule is not affiliated with the salary schedule set forth for regular member compensation in any way. The District shall adjust the supplemental pay for bargaining unit members that are in positions referenced in this appendix, currently based on the 2019-2020 BA step salary schedule, by placing the bargaining unit member on the Appendix II Compensation Schedule step that is nearest to, but not less than, the current step placement (exception being those at the top step will remain at the top step in the Appendix II Compensation Schedule).

Moving forward any increases or advancement on the Appendix II Compensation Schedule will be agreed to by the district and Association separately from regular salary compensation. Likewise, if there are concessions to regular salary compensation the need for concessions in supplemental compensation will be agreed upon.

Assignment to these positions shall be made at the discretion of the Principal/Administrator/Athletic Director on a yearly basis. It is understood that, to the extent possible, bargaining unit members will be given first consideration for such positions. If two or more persons apply for a position, experience in a similar position will be considered to determine who will be awarded the assignment.

APPENDIX II COMPENSATION SCHEDULE	
Step	Base Amount
0	40800
1	43200
2	45600
3	48000
4	50400
5	52800
6	55200
7	57600
8	60000
9	62400
10	64800
11	67400
12	70000

APPENDIX II: Section A - Athletics

FALL SPORTS		SPRING SPORTS	
Cheer - Sideline		Baseball	
Varsity Head Coach	7%	Varsity Head Coach	10%
Varsity Assistant Coach	5%	JV Head Coach	8%
JV Head Coach	6%	9th Grade Head Coach	7%
JV Assistant Coach	5%		
Cross Country		Golf - Boys	
High School Head Coach	9%	High School Head Coach	7%
High School Assistant Coach	6%	Soccer - Girls	
Dance		Varsity Head Coach	8%
Varsity Head Coach	7%	JV Head Coach	6%
JV Head Coach	6%	9th Grade Head Coach	5%
Football		Softball	
Varsity Head Coach	12%	Varsity Head Coach	10%
Varsity Assistant Coach [4]	8%	JV Head Coach	8%
JV Head Coach	8%	9th Grade Head Coach	7%
JV Assistant Coach [2]	8%	Tennis - Girls	
9th Grade Head Coach	8%	Varsity Head Coach	7%
9th Grade Asst. Coach [2]	8%	JV Head Coach	6%
8th Grade Head Coach	6%	9th Grade Head Coach	5%
8th Grade Asst. Coach [2]	5%	Track	
7th Grade Head Coach	6%	HS Boys Head Coach	10%
7th Grade Asst. Coach [2]	5%	HS Girls Head Coach	10%
Golf - Girls		HS Girls Assistant Coach	7%
High School Head Coach	7%	HS Boys Assistant Coach	7%
Soccer - Boys		MS Head Coach	6%
Varsity Head Coach	8%	MS Assistant Coach [4]	5%
JV Head Coach	6%		
9th Grade Head Coach	5%	YEAR ROUND ASSIGNMENTS	
Swim - Girls		MS Intramurals - Boys [2]	4%
Varsity Head Coach	10%	MS Intramurals - Girls [2]	4%
Diving Head Coach	6%	<i>*Annual stipend for running 2 seasons</i>	
Tennis - Boys		Weight room Supervisor	\$10/hr
Varsity Head Coach	7%		
JV Head Coach	6%		
9th Grade Head Coach	5%		

*** Athletic Teams can hire additional coaches that are funded through Internal Accounts if funds are established and available before the season with approval of the Athletic Director.*

APPENDIX II: Section B - Extra Curricular, Co-Curricular, Miscellaneous

ELEMENTARY EXTRACURRICULAR		HIGH SCHOOL EXTRA-CURRICULAR	
Safety Patrol Coordinator	4%	Class Sponsors	
Service Squad Coordinator	4%	12th Grade Class Sponsor	6%
Student Council Sponsor	3%	11th Grade Class Sponsor	4%
Yearbook Sponsor	2%	10th Grade Class Sponsor	3%
Science Olympiad	2%	9th Grade Class Sponsor	3%
After School Club Sponsor	\$750	Performing Arts	
Elementary Webmaster (per building)	\$500	HS Band Director	7%
Teacher in Charge	\$1500	Marching Band Director	10%
Elementary Vocal Director (per performance outside contractual day)	\$200	Marching Band Assistant Director	4%
MIDDLE SCHOOL EXTRA-CURRICULAR		Theatre Director (per production - 3 max)	5%
Performing Arts		Musical/Vocal Director (per production - 1 max)	4%
MS Band Director	7%	Band Pit Director (per production - 1 max)	3%
MS Vocal Director	5%	HS Vocal Director	6%
Other		Other	
Academic Competition Supervisor	\$500	CTE Student Org. Sponsor ^{CTE} (per SO annually)	\$1000
After School Club Sponsor	\$750	National Honor Society Sponsor	4%
MS Auditorium Supervisor	\$1500	National Technical Honor Society Sponsor ^{CTE}	2%
MS Robotics Coach ^{CTE}	5%	HS Auditorium Supervisor	\$3000
MS Student Council Sponsor	4%	HS Robotics Coach ^{CTE}	17%
MS Yearbook Sponsor (if no class)	4%	HS Student Council	4%
MS Webmaster	\$1500	HS Newspaper Sponsor	2%
MIDDLE SCHOOL CO-CURRICULAR		HS Yearbook Sponsor	2%
MS Large Department Head (8+ teacher FTE)	\$1500	HS Yearbook Sponsor (if no class)	4%
MS Small Department Head (<8 teacher FTE)	\$1000	HS Webmaster	\$2000
MS Team Lead [12]	\$1000	HIGH SCHOOL CO-CURRICULAR	
Middle School Advisory Leads		HS Large Department Head (8+ teacher FTE)	\$1500
Coach - Building Lead	\$2500	HS Small Department Head (<8 teacher FTE)	\$1000
Captain - Grade Level Reps [3]	\$1000	HS Team Lead [12]	\$1000
MISCELLANEOUS - ALL LEVELS			
Outside of Contractual Day Rate	\$25/hr		
Substitute Rate (per period for all occurrences)	\$30		
Substitute Rate (per period for block schedule)	\$45		

^{CTE} Designates paid by CTE funds

[] Brackets designates if there is more than one position

APPENDIX III DEPARTMENT HEAD/TEAM LEADS – HIGH SCHOOL

Department Head	Team Lead
<p>Stipend: \$1000 or \$1,500</p> <p>Commitment outside of contractual work day: Monthly leadership meetings. Six additional meetings outside the contractual day that are made up of a combination of CTE Advisory Board meetings and district department (subject area) meetings. <i>Any additional paid at contractual hourly curriculum rate</i></p> <p>Term: 2 years</p> <p>Focus: Curriculum within department (i.e. scope and sequence, common assessments aligned to standards, etc.)</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> ● Assists in establishing department curriculum objectives and coordinates curricular revision ● Assists to ensure all department syllabi are updated and shared with administration by the end of the second week of school ● Leads department meetings, and oversees weekly subject area meetings*, to ensure focus on curriculum, instruction, common assessment, and common planning (scheduling, facilitation, monitoring follow through, etc.) ● Maintain/oversee documentation of department meetings and weekly subject-area meetings* (agendas, notes) and store in shared folder with department and administration ● Serve as department representative at monthly leadership meetings and semi-annual advisory meetings ● Assists in the preparation of an inventory of material and the ordering and distribution of materials ● Assists in the preparation of a department budget ● Acts as a liaison between department and administration ● Serves as a resource person for the department staff as well as new or reassigned teachers ● Assists in the coordination of curriculum district wide 	<p>Stipend: \$1000</p> <p>Commitment outside of contractual work day: Monthly academy team meetings. Three additional meetings outside the contractual day that are made up of a combination of CTE Advisory Board meetings and/or special event planning meetings. <i>Any additional paid at contractual hourly curriculum rate</i></p> <p>Term: 2 years</p> <p>Focus: Student success/interventions and academy curriculum</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> ● Leads weekly academy team meetings focused on student data and interventions (scheduling, facilitation, monitoring follow through, etc.) ● Maintain/oversee documentation of team meetings (agenda, notes) and store in shared folder with team and administration ● Present student data, interventions, practices, etc. to leadership team at quarterly meetings ● Collaborate with Academy Principal, Coach, and Lead to help ensure student success with academy, school, and district initiatives ● Collaborate with Academy Coach and teachers to implement cross-curricular PBL ● Seek feedback from team teachers and students about barriers and successes ● Serve as team representative at monthly academy team lead meetings and advisory meetings ● Attend academy specific PD where applicable ● Acts as a liaison between team and administration

*Department Head not expected to attend weekly subject-area meetings (other than his/her subject area meetings), but to ensure meetings are focused, productive, and documented.

Position Name	# of Positions	Stipend	Total Cost
*Department Head (lg)	6 (math, English, SS, science, CTE)	\$1,500	\$9,000
*Department Head (sm)	3 (WL, PE/Health, Arts, SE)	\$1,000	\$3,000

*Large departments defined as having 8 or more FTE teachers (48+ sections). Small departments defined as having less than 8 FTE teachers (less than 48 sections).

APPENDIX IV – DEPARTMENT HEADS – MIDDLE SCHOOL

<p>Department Head</p> <p>Stipend: \$1000 or \$1,500</p> <p>Commitment outside of contractual work day: Monthly leadership meetings. Six additional meetings outside the contractual day. <i>Any additional paid at contractual hourly curriculum rate</i></p> <p>Term: 2 years</p> <p>Focus: Curriculum within department (i.e. scope and sequence, common assessments aligned to standards, etc.)</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> ● Assists in establishing department curriculum objectives and coordinates curricular revision ● Leads department meetings, and oversees weekly subject area meetings*, to ensure focus on curriculum, instruction, common assessment, and common planning (scheduling, facilitation, monitoring follow through, etc.) ● Assists in the preparation of an inventory of material and ordering and distribution of materials ● Assists in the preparation of a department budget ● Acts as a liaison between department and administration ● Serves as a resource person for the department staff as well as new or reassigned teachers ● Assists in the coordination of curriculum district wide

Position Name	# of Positions	Stipend	Total Cost
*Department Head (lg)	5 (Math, English, SS, Science, STEM)	\$1,500	\$7,500
*Department Head (sm)	2 (PE/Health, SE)	\$1,000	\$2,000

*Large departments defined as having 8 or more FTE teachers (48+ sections). Small departments defined as having less than 8 FTE teachers (less than 48 sections).

APPENDIX V – MIDDLE SCHOOL ADVISORY

- A. There shall be a 30-minute Advisory segment in the Middle School schedule.
- B. They shall be responsible for supplying the information/material to be covered by teachers in the Advisory segment. Teachers in the Advisory segment shall not be required to prepare their own information/materials for such segment, and, accordingly, the Advisory segment shall not be considered a prep (for purposes, for example, of Article 6.C.2.e).
- C. The Advisory Committee that has been planning the implementation of the Advisory segment will continue to meet at least every other month to review the operation of the Advisory segment and address any concerns that have been raised by teachers or others with respect to the same.

Advisory Coach	Advisory Captain
<p>Stipend: \$2,500</p> <p>Term: 2 years</p> <p>Focus: The advisory coach will work collaboratively with the advisory team in an effort to help keep the advisory program synchronized school wide. The coach’s duties will include but are not limited to</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> ● Leading the team in developing a scope and sequence of content and activities to be facilitated at all three grade levels ● Monitoring the structure of the advisory program, making adjustments to the structure as the team deems necessary ● Organize the logistics of running a well-organized impactful advisory program ● Periodic release time for planning with advisory team members 	<p>Stipend: \$1,000</p> <p>Term: 2 years</p> <p>Focus: The Advisory Captain will work collaboratively with the advisory team. The captains’ duties will include but are not limited to:</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> ● Assisting to develop a scope and sequence of content and activities to be facilitated at their assigned grade level ● Distributing materials to their assigned grade level teachers ● Accepting and organizing feedback for ways to improve the advisory program ● Assisting in the organization of logistics of running a well-organized impactful advisory program ● Periodic release time for planning with advisory team members

Position Name	# of Positions	Stipend	Total Cost
Advisory Coach	1	\$2,500	\$2,500
Advisory Captain	3	\$1,000	\$3,000

PAYMENT SCHEDULE

1. Duties that are assumed for a full year will be paid twice. The first pay, which will be for half, will be issued on the first pay date of the second semester. A second check for the remaining half will be paid on the first pay date in June. This also includes Driver Training if held during the school year.
2. Those people assigned to Yearbook duties will be paid on the first pay in June.
3. Forensic coaches will be paid in the same way as other yearly duties.
4. Those persons who are assigned for plays or like productions will be paid at the end of the production.
5. Supplemental assignments will be compensated within approximately two (2) weeks of the completion of all duties associated with that supplementary assignment. The completion of all related duties will be determined by the appropriate administrators.
6. The percent payment schedules shall be based on the years of experience on the Appendix II salary schedule. Credit for experience will be allowed for the number of years of experience actually acquired in the supplemental assignment. Credit for previous coaching experience may be allowed up to a maximum of eight (8) years.

APPENDIX VI – CALENDARS Romeo Community Schools

2021-2022 District Calendar

August '21						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
PD-12 hrs (10 hrs)						

September '21						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
PD-0 hrs						

October '21						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
PD-0 hrs						

November '21						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
PD-6 hrs						

December '21						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
PD-0 hrs						

January '22						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
PD-0 hrs						

- Aug 24** Teachers Report – District Welcome and Opening Staff Mtgs. (am), *Optional Classroom Setup Time
- Aug 25-26** Teacher PD Days
- Aug 30** First Day of School (1/2 Day – all students)
- Sept 3-6** No School – Labor Day Weekend
- Oct 13, 14** MS Conferences
- Oct 20, 21** HS Conferences
- Nov 3** Teacher PD Day (no school – all students)
- Nov 12** End of 1st Tri-Semester (1/2 Day K-8)
- Nov 17, 18** Elementary Conferences
- Nov 24-26** No School – Thanksgiving
- Dec 20-31** No School – Winter Recess
- Jan 17** No School – MLK Day
- Jan 20-21** Semester Exams (1/2 Day 9-12)
- Jan 21** End of 1st Semester
- Feb 2** Teacher PD Day (no school – all students)
- Feb 21-22** No School – Mid-winter Break
- Mar 2** Teacher PD Day (no school – all students)
- Mar 9** HS Conferences
- Mar 11** End of 2nd Tri-Semester (1/2 Day – K-8)
- Mar 16** MS Conferences (2/9 Backup date)
- Mar 17** Elementary Conferences
- Apr 4-8** No School – Spring Break
- Apr 15** No School – Good Friday
- May 27-30** No School – Memorial Day
- June 9** 1/2 Day – all students
Semester Exams (9-12)
- June 10** Last Day of School (1/2 Day all students)
Semester Exams (9-12)
End of 2nd Semester/End of 3rd Tri-Semester

-  No school
-  First/Last day
-  Half Day K-12
-  Half day– PD pm
-  Half-day-Exams 9-12
-  Full day PD
-  Holiday
-  Half day–records K-8

February '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
PD-6 hrs						

March '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
PD-6 hrs						

April '22						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
PD-0 hrs						

May '22						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
PD-0 hrs						

June '22						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
PD-0 hrs						

July '22						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Romeo Community Schools

2022-2023 District Calendar

August '22						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
PD-12 hrs						

September '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
PD-0 hrs						

October '22						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
PD-0 hrs						

November '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
PD-6 hrs						

December '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
PD-0 hrs						

January '23						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
PD-0 hrs						

Aug 23 Teachers Report – District Welcome and Opening Staff Mtgs. (am), PD (pm)

Aug 24 Teacher PD Day

Aug 29 First Day of School (1/2 Day – all students), Teacher PD Day (pm)

Sept 2-5 No School – Labor Day Weekend

Oct 11, 13 MS Conferences

Oct 19, 20 HS Conferences

Nov 2 Teacher PD Day (no school – all students)

Nov 11 End of 1st Tri-Semester (1/2 Day K-8)

Nov 16, 17 Elementary Conferences

Nov 23-25 No School – Thanksgiving

Dec 19-Jan 2 No School – Winter Recess

Jan 16 No School – MLK Day

Jan 19-20 Semester Exams (1/2 Day 9-12)

Jan 20 End of 1st Semester

Feb 1 Teacher PD Day (no school – all students)

Feb 20-21 No School – Mid-winter Break

Mar 1 Teacher PD Day (no school – all students)

Mar 8 HS Conferences

Mar 10 End of 2nd Tri-Semester (1/2 Day – K-8)

Mar 15 MS Conferences

Mar 16 Elementary Conferences

Apr 3-7 No School – Spring Break

May 26-29 No School – Memorial Day

June 8 1/2 Day – all students
Semester Exams (9-12)

June 9 Last Day of School (1/2 Day all students)
Semester Exams (9-12)
End of 2nd Semester/End of 3rd Tri-Semester

-  No school
-  Half Day K-12
-  Half-day-Exams 9-12
-  Holiday
-  Last day
-  First Day, Half day– PD pm
-  Full day PD
-  Half day–records K-8

February '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
PD-6 hrs						

March '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
PD-6 hrs						

April '23						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
PD-0 hrs						

May '23						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
PD-0 hrs						

June '23						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
PD-0 hrs						

July '23						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

*If the MISD changes spring break on or after the 2022-2023 school year, RCS and the Association agree to align with the county calendar.

Romeo Community Schools

2023-2024 District Calendar

August '23						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
PD- 12						

September '23						
Su	M	Tu	W	Th	F	S
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
PD - 0 hrs						

October '23						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
PD - 0 hrs						

November '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
PD- 6 hrs						

December '23						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
PD- 0 hrs						

January '24						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
PD- 0 hrs						

August 22 Teachers Report – District Welcome and Opening Staff Mtgs. (am), PD (pm)

August 23 Teacher PD Day

August 28 First day of School (1/2 Day – all students), Teacher PD (pm)

Sept 1-4 No School – Labor Day Weekend

Oct 10, 12 MS Conferences

Oct 18, 19 HS Conferences

Nov 1 Teacher PD Day (no school – all students)

Nov 10 End of 1st Tri-Semester, (1/2 Day-K-8)

Nov 15, 16 Elementary Conferences

Nov 22-24 No School – Thanksgiving

Dec 20-Jan 2 No School – Winter Recess

Jan 15 No School – MLK Day

Jan 18-19 Semester Exams (1/2 Day 9-12)
End of 1st Semester

Feb 7 Teacher PD Day (no school – all students)

Feb 19-20 No School – Mid-winter Break

Mar 6 Teacher PD Day (no school – all students)

Mar 8 End of 2nd Tri-Semester (1/2 Day – K-8)

Mar 12 HS Conferences

Mar 13 MS Conferences

Mar 14 Elementary Conferences

Mar 29 Good Friday – No School

Apr 1-5 No School – Spring Break

May 24-27 No School – Memorial Day

June 6 1/2 Day – all students
Semester Exams (9-12)

June 7 Last Day of School (1/2 Day all students)
Semester Exams (9-12)
End of 2nd Semester/End of 3rd Tri-Semester

- No school
- Half Day K-12
- Half-day-Exams 9-12
- Holiday
- Last day
- First Day, Half day– PD pm
- Full day PD
- Half day–records K-8

February '24						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
PD- 6 hrs						

March '24						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
PD- 6 hrs						

April '24						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
PD- 0 hrs						

May '24						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
PD- 0 hrs						

June '24						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
PD- 0 hrs						

July '24						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

*If the MISD changes spring break on or after the 2023-2024 school year, RCS and the Association agree to align with the county calendar.

1. Marking period and conference dates will be mutually agreed to by the Board and the Association.
2. Marking period conferences at the secondary level shall occur at either the mid-marking period or at the end of the marking period at the option of the staff and administrator of a building.
3. If school is closed due to an order of a State or Federal Agent or Agency, the days of school missed due to this type of closing will be made up during the school year up to the minimum number of days required by State law. The scheduling of those days will be mutually agreed to by the Association and the Board of Education. If mutual agreement is not reached by March 1st, the Board will schedule those days.
4. Elementary teachers may leave at the end of their workday for the first afternoon session of parent-teacher conferences; however, there are two items which must be covered:
 - a. The goal of parent-teacher conferences is to allow teachers ample time to meet with each parent in a conference format.
 - b. Any teacher who completed his/her conferences prior to the required time in the contract must so notify the building administrator that he/she has completed his/her required conferences for that particular time segment.
5. Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required by law and/or to qualify the Employer for full state aid, such instructional additional days will be scheduled and teachers shall work on the rescheduled days without any additional compensation at the end of the school year as needed.

Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of that instructional day at the end of the year as needed.

The makeup of instruction days shall only be undertaken as necessary for the school district to qualify for full state aid or meet the minimum number of days of student instruction required by law and on a building by-building rather than district-wide basis as permitted by law.

If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, or health conditions, and the school district is not penalized through loss of state aid if school is not held on such days, it is agreed that the following school closing provision shall become immediately effective:

The intent of the following paragraph is for the movement of the operation of that school or facility to another facility in the event of an emergency that would preclude utilization of a building for normal operating procedures:

When conditions not within the control of school authorities (such as, but not limited to, severe storms, fires, or health conditions) result in the closing of a school or other facility of the Employer, bargaining unit members who work in the school or facility closed shall be excused from reporting to duty at that school or facility without loss of pay. Days lost to school closing under the foregoing circumstances shall not be rescheduled.

SCHOOL YEAR IDENTIFICATION

For the purpose of clarifying the terminology "school year" as used in the teachers' master agreement or other documents published by the school district, we will consider the school year to run from the first work day identified in the teachers' master agreement of one fiscal year through the day before the first such day of the next fiscal year. Example: 197778 school year is identified as September 6, 1977 through September 4, 1978.

The primary reason for identifying the school year is to determine eligibility for fringe benefit payment by the school district during the summer months. Please note that the following guidelines will be implemented in dealing with specific situations. Others will be dealt with as they arrive.

1. Laid off staff, who have been under contract for all or part of the year, will have their fringe benefits paid by the district during the months of July and August, provided they are working on the last working day for the general teaching staff.
2. If on an unpaid leave of absence which results in the teacher missing the last day of work, their fringe benefits will be terminated effective the end of the month in which the leave becomes effective. (In some instances, insurance companies are willing to allow an employee to continue his/her fringes at the individual's expense. The employee would have to check this out with our Benefit's Office.)

The cost of the fringe benefits will be resumed by the district upon the employee's return to work.

NOTE: Leaves of absence are not synonymous with leave days as outlined in the contract. (Specifically, sick leave days, personal leave days, professional leave days. Please refer to Article 15 in the Teachers' Master agreement.)

3. Employees who resign after completing the school year will receive allowable fringe benefits for July and August. Employees who retire after completing the school year will receive allowable fringe benefits for July.
4. In no instance will an employee receive paid benefits for more than twelve (12) months as a result of working a full academic year.

LETTERS OF INTENT

The Board of Education agrees with the concept that bargaining unit positions created in the school district will be filled by duly qualified and certified persons in keeping with the certification code on Michigan teachers. This relates to all positions covered in the teachers' certification code.

Letter of Agreement – Breakfast

Letter of Agreement – Collaboration Around Student Success Meetings (CASS)

Letter of Agreement – COVID-19

Letter of Agreement – Interim Support Coach

Letter of Agreement – MCL.388.1764h

Letter of Agreement – Recognition – MAINTAIN WITH LIMITATION OF 1.0 FTE (RN)

Letter of Agreement – Romeo Virtual Academy (RVA)

Letter of Agreement – Substitute Shortage Compensatory Day

Letter of Agreement – Team Leads (RMS)

ARTICLE 18 - PROFESSIONAL COMPENSATION (Insurance)

Effective on the date of execution of this Agreement, the undersigned representatives of the Romeo Community Schools and MEA/NEA Local 1, Romeo, hereby agree as follows:

1. Section 166d of the State Aid Act, 1997 PA 93; MCL 388.1766D, provides a financial penalty on school districts that approve, after October 1, 1997, a collective bargaining agreement that includes certain health care coverage.
2. The District and Association agree that the health care coverage as specified in Article 18 shall be modified to the extent required by Section 166d to avoid financial penalty to the District. This document does not authorize any alteration of health care coverage that is not affected by Section 166d.
3. In the event the penalty provision of Section 166d is repealed, the District and the Association shall reinstate the health insurance coverage IF AVAILABLE included in the predecessor Master Agreement that was eliminated due to Section 166d.
4. This Letter of Agreement shall not constitute a past practice nor a precedent nor a waiver of any rights whatsoever.

Part B: This section of this agreement is applicable to employees whose employment is not regulated by the Teacher Tenure Act (MCL 38.71 to 38.191). It does not apply to employees whose employment is regulated by the Teacher Tenure Act. References to “teacher” in this section are to be interpreted as instruction support staff; i.e. speech pathologist, school, psychologist, social worker, school counselors with school counselor license, and other non-certificated staff.

Teaching Conditions

SCHOOL IMPROVEMENT PLANS

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989 Section 15.1919 (919b) MSA.

In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact on any wages, hours and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

The conditions that follow shall govern employee participation in any and all plans, programs or projects included in the term "SIP":

- A. All teachers shall participate in school improvement assessment and implementation. Teachers shall be required to attend meetings for this purpose that are held during the work day or at regularly scheduled staff meetings. Teacher attendance at meetings for this purpose at other times is voluntary.
- B. Whether a teacher attends voluntary meetings shall not be used as a criterion for negative evaluation, discipline, or discharged.

MENTOR TEACHERS

Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to evaluation of the other.

VACANCIES, SUPERVISORY APPOINTMENTS, TRANSFERS AND SPECIAL ASSIGNMENTS

- A. Whenever a vacancy in any professional position in the district shall occur through termination, resignation, retirement, or transfer, the Board shall publicize the same by posting in every school building notice thereof in writing for a period of at least seven (7) calendar days. A copy of said position will be submitted to the Association.

During the summer months when regular school is not in session, the Board will be posted online all vacancies as above described and shall also forward at the same time copies of said vacancies to all bargaining unit members who have indicated an interest for said vacancy on the annual preference form and to the Association. Positions so posted shall remain posted seven (7) calendar days prior to being filled. From August 15th and through the first day of school, the seven calendar-day posting requirement shall be waived through mutual agreement of the Association and the Board.

(Intent: Internal candidates who apply within the posting period will be considered before any external candidates.)

It is expressly understood that a teacher shall not be provided the opportunity to apply for a transfer from a building or his/her specialist area (Special Education, Reading, Media Specialist, Physical Education, Art, Music) during his/her probationary period of employment without the mutual agreement of the District, the involved teacher, and the Association.

- B. Any bargaining unit member may apply for such positions by submitting their information through the Districts Application System.
- C. Newly-created positions will be considered as vacancies and treated in the manner outlined in A. and B.
- D. A decision to eliminate a vacant position will be made within fifteen (15) working days of the position becoming vacant.
- E. The Board declares its support of a general policy of appointments from within its own teaching staff. Consideration will be given to staff members for appointments to the supervisory and executive level and applications will be encouraged. The Board reserves the right to fill such vacancies from outside the district, should present staff applicants not meet the necessary qualification.
- F. The Board agrees to give due weight to the professional background and attainments of all applicants in filling such vacancies. Teachers who are interested and qualified may be assigned, at the discretion of the Superintendent, to part-time administrative duties, either during the summer or on a part-of-a-day released-time basis. The teacher will be compensated at the same rate as his/her regular teaching salary. At no time can a bargaining unit member evaluate another bargaining unit member.
- G. Vacancies may be filled temporarily through mutual agreement of the Board and the Association.
- H. All teachers, who so choose, will have an opportunity annually to express their preference for building assignment, grade level, and/or subject area. Where possible, transfer requests will be honored consistent with the best interest of the district. The Superintendent will give due consideration to the preference indicated. It is understood that those vacancies that occur during the school year should be filled with the least disruption to the educational program of the students affected. However, should a present staff member indicate an

interest in that position and meet other requirements as specific below, s/he will be given preferential consideration for transfer to that position in the next school year.

Consideration will be given to the following:

1. Academic qualifications of the teacher.
2. Experience in the assignment requested.
3. Seniority in the school district.

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

Written explanation, if requested, will be given to any teachers denied a request for transfer.

- I. Involuntary transfers shall be made in case of emergency, or in order to retain the most senior teachers in the event of a lay-off (Article IX), or in order to comply with the Michigan Special Education Rules. In the latter instance, the Director of Special Services will notify the Association President and the affected teachers of staff assignments for the following year. The teacher to be transferred shall be informed as early as possible.

No teacher with more than ten (10) years of seniority shall be involuntarily transferred unless a senior teacher would otherwise not have a teaching position while a less senior teacher was retained.

Involuntary transfers shall also occur in order to recall teachers from the lay-off list who have acquired additional endorsements and whose seniority would allow them to return to a bargaining unit position. These teachers would assume the least senior position for which they are certified. Affected teachers will be notified of such transfers as soon as possible.

It is understood that, where possible, the transfer will occur with as few moves as possible, but the ultimate result shall be the transfer of the least senior bargaining unit member.

1. It shall not be the intent of this language to permanently lock a teacher into an involuntary transferred position. If the former position is reinstated or reopened, the affected teacher will, to the extent possible, be reassigned his/her former position.
2. It shall not be the intent of this language to preclude teachers from voluntarily assuming an assignment in place of a teacher targeted for transfer. Before a person can voluntarily assume a position, however, the Employee Services Office will check the preference forms to determine if another teacher with more seniority than the volunteer would prefer the position in question.
3. If two (2) or more teachers could be subject to involuntary transfer, the least senior will be transferred.

Teachers who are reassigned or involuntarily transferred into positions in which they have not taught for at least five (5) years or into positions in which they have never taught shall be granted up to three (3) days upon approval of the building principal and the availability of substitute teachers, for professional leave to visit teachers and/or

attend conferences in their assigned areas for the purpose of upgrading instructional skills. Additional days may be sought from professional development funds for the purpose of attending conferences specifically created to improve teaching skills and teaching strategies. The Board will pay a registration fee up to \$50.00 per conference or up to a maximum of \$400.00 per year for teachers who so attend these conferences. It is further recommended that teachers who are assigned to a new grade level or department be assigned to work with a volunteer coach who would help them become acclimated to the new teaching position.

J. Assignments for Summer School will be made on the basis of application from teachers holding valid teaching certificates, when the course to be taught requires such a certificate. Teachers regularly employed with the district shall be given preference for assignment in their teaching field. Applications will be considered on the basis of:

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

If teachers within the district cannot meet the above qualifications, a second posting may be made.

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

K. All teachers shall be given notice of their tentative assignments and schedules for the forthcoming year prior to the close of school in June, if possible. In the event that changes in such schedules are necessary, teachers affected shall be notified promptly.

L. INTERVIEW COMMITTEE

When a bargaining unit position is posted and no current bargaining unit member applies, at least one (1) current bargaining unit member may be placed on the Interview Committee screening candidates for the position, to provide input into the selection of a person to fill the vacancy. At the senior high/middle school level, this person shall be within the affected department. At the middle school, this person will have a major certification in the area of the posting. At the elementary level, this person will be a classroom teacher for regular Young Fives through 5th grade positions or from the K-12 particular specialty area (i.e. art, music, etc). It is understood that the final responsibility for making a recommendation to the Board of Education is the administration's. At no time will a bargaining unit member be interviewed by another bargaining unit member.

REDUCTION OF PERSONNEL, RECALL, BUILDING CLOSING, AND BUILDING OPENING

A. REDUCTION

In the event it becomes necessary for the Board to curtail programs, including the establishment of partial day sessions, and to reduce the professional staff in the school

district and any of its schools particularly, but not limited to when such action is necessitated by reason of an insufficiency of operational revenues available to the Board, or there is a reduction in student population, the following procedure will be used:

After a determination has been made that reduction in staff is necessary due to the loss of enrollment of program, the Board shall, insofar as possible by May 10, determine the educational program for the forthcoming school year, identify staff needs for each building, including grade levels, subjects, special instruction (art, music, etc.) special education and the programs not based at a school (traveling staff).

Insofar as possible, the Board will notify the Association by May 10 of the program for the following year and the positions needed to implement the program as well as the positions to be eliminated.

1. Beginning with the last name on the seniority list, and in ascending order thereafter, the Board shall identify the least senior bargaining unit members equal in number to the number of bargaining unit positions to be eliminated. The affected bargaining unit members shall be laid off.
2. In situations where a teacher scheduled for lay-off cannot be replaced by a member of the bargaining unit with the appropriate certification/qualifications, the teacher shall be retained as long as the teacher is certified/qualified for the position.
3. Where a teaching position has been eliminated, the affected teacher shall be assigned to the position of least senior teacher for which the affected teacher is certificated/qualified.
4. The Board shall affect involuntary transfers as outlined in Article VII so as to ensure the retention of the most senior bargaining unit members.
5. Recognizing that layoffs during the school year are unduly disruptive to the educational program, the Board will attempt to avoid such layoffs. Where possible, the Board shall endeavor to give thirty (30) working days' notice to the individual to be laid off and in any event twenty (20) working days' notice shall be given in all cases. A list of the names of the bargaining unit members to be laid off shall be sent to the Association at the time the bargaining unit members are notified.
6. The Board will advise the Association prior to any reduction in staff as to who will be laid off, providing a list which reflects bargaining unit members' certification(s) and with seniority dates. In the event the Association questions the wisdom of the employer as to the specific bargaining unit members (a) being laid off or not being laid off, or, (b) filling vacant positions or not filling such positions, the employer, upon written request

from the Association outlining its specific concerns, shall set forth in writing to the bargaining unit member and the Association its reasons for its actions.

7. Elementary

- a. In the event a position or positions are eliminated but there is no reduction in district-wide staff, those displaced staff members will be able to apply for open positions. If a displaced person is not qualified/certified for an open position, involuntary transfer will be implemented in order to retain this teacher.
- b. It shall be understood that open positions will be filled internally by the staff in a building before positions in that building are declared open to the staff across the district.

8. Mid-Year Layoffs

The Board and Association agree that adverse financial conditions that would require mid-year layoffs imperil the continuity and excellence of the program offered students. Realizing, however, that such financial reverses may be inevitable, the Board agrees, should mid-year layoffs become necessary, to meet with the Association to discuss impending reduction in staff.

B. RECALL

1. Procedure

The Board shall give written notice of the recall from lay-off by sending a registered or certified letter (return receipt requested) or telegram to said bargaining unit members at the last known address. At the same time, the Board shall further notify the Association of the recall. It shall be the responsibility of the bargaining unit member to notify the Board of any change in address, name, or certification. The bargaining unit member's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to bargaining unit members. Failure to respond and accept the offer of employment within ten (10) calendar days from the date of the receipt of a registered or certified letter shall result in termination of employment except in the following:

- a. Teachers may refuse offers of employment that are less than comparable to the level of employment at the time of lay-off and still retain name on recall list.
- b. Teachers currently under contract with other Michigan school districts (at the time of an offer of full-time employment) may reject employment and still retain their recall rights, unless the other district agrees, in writing, to release them without penalty.
- c. A laid-off teacher shall retain recall rights following layoff for a period of three years or a length of time equal to his/her seniority at the time of layoff, whichever is greater.

1. Recall Due to Resignation, Termination, Retirement or Transfer

Should a position vacated by resignation, termination, retirement, or transfer not be filled through the normal posting process, a teacher on lay-off shall be recalled to fill the position. Recall shall be according to seniority and certification/qualifications.

2. Recall Due to Leave

In the event a position is vacated due to a long-term leave of sixty-six (66) working days or more, the position will be filled by a bargaining unit member who has been laid off and has the seniority and certification/qualifications to fill the position.

In the event a position is vacated due to a short-term leave of sixty-five (65) working days or fewer, laid-off bargaining unit members will not be required to take the position. However, the process of recall will be that bargaining unit members with the seniority and appropriate certification/qualifications will be requested to fill the position.

3. In the event a bargaining unit member in the current year is laid off and intends to obtain an additional endorsement on his/her certification during the summer which would qualify him/her for a position, s/he will be recalled to the least senior position for which the additional endorsement would qualify him/her, s/he, will so notify the school district by May 1st.

In the event a bargaining unit member who has been laid off for one semester or more obtains additional endorsement(s) on his/her certification which would qualify him/her for a position, will be recalled to the least senior position for which the addition endorsement would qualify him/her, s/he must provide notification to the school district prior to May 1st for placement in the following year, and the appropriate assignments will be made.

C. BUILDING CLOSING

In the event a school closing of any type takes place in the Romeo School District, the following procedure will be used. This procedure will supersede that outlined in Article 7, A., B., and C.

1. It shall be the intent of the Board, if possible, to determine by April 1st the projected student enrollment numbers within each department/grade level in all schools/facilities of the district, excluding the students from the building(s) to be closed.
2. Normal staff attrition within each school/facility within the district, excluding those to be closed shall be determined, if possible, by May 1st. In buildings where the number of bargaining unit members exceeds the number of projected positions, as reflected by

student enrollment and staff attrition determinations, bargaining unit members with the most district seniority shall be retained in their current building.

3. Bargaining unit members surplus, because of a school/facility closing or where the number of bargaining unit members in a building exceeds the number of projected positions, shall then be placed in an assignment pool.

In addition, bargaining unit members scheduled for return in September from leave shall also be placed in the assignment pool.

4. Class/teaching schedules in those buildings designated to receive students from the closed building(s) shall be determined and assigned to the bargaining unit members retained in such buildings. Following completion of these assignments, students from the closed buildings shall then be transferred to the schools designated to receive them.
5. Bargaining unit positions created by the transfer of students from closed buildings to a receiving building along with other projected available positions from other buildings in the district shall be identified by specific assignment (grade, department and school building/facility) and made available to the bargaining unit members in the assignment pool. Assignments of said bargaining unit members to the identified vacant positions shall be made in descending order of seniority, with the bargaining unit member having the greatest seniority making the first choice. A bargaining unit member may only bid for assignment to a position for which s/he is certified/qualified. A bargaining unit member shall be entitled to fill a position for which s/he bids if the bargaining unit member's certification/qualifications will allow him/her to fill the position.
6. Assignment pool bargaining unit members who are not placed as a result of the implementing of five (5) above shall be assigned to the least senior position for which they are certified/qualified.
7. If possible, the assignment pool will be implemented prior to the close of the school year.
8. Where necessary, Article VII, paragraph I, will be implemented to ensure that the most senior teachers will be retained.

D. BUILDING OPENING

In the event of the opening of a new elementary school in addition to the current buildings within the District, the following procedure will be used:

1. The Executive Director of Employee Services will identify the least senior (district-wide) K-5 teachers in each elementary building and will so notify each elementary building

principal and the Association. The number of teachers so identified will commensurate with the number of positions to be eliminated in the building(s).

2. Positions for the new school will be posted district-wide, per Article VII of this Agreement. Applicants for the positions will be interviewed following the hiring procedure. Positions will be filled on the basis of certified applicants with the most district-wide seniority.
3. Working from the master schedule and the staffing assignments of the current school year, each elementary principal will list openings in his/her building. Using their district-wide seniority, individual building staff—including eligible displaced teachers in that building—will fill open positions in their building. This procedure follows the past practice of the district in the filling of elementary openings.
4. All remaining vacant district-wide K-5 positions will be posted district-wide and filled per Article 7 of this Agreement.
5. All remaining elementary displaced teachers will fill open positions remaining in the elementary buildings district-wide. These positions will be filled in descending order of seniority, with the most senior teacher selecting a position first, and so on to the least senior teacher.

If necessary to guarantee a position for each current bargaining unit member, the Executive Director of Employee Services may deny the transfer of Special Area and Special Services teachers from their current position.

In the event of the opening of a secondary building, the Board and the Association will meet to discuss and prepare a similar plan based on the appropriate contractual provisions and past practice guiding the filling of vacancies at the secondary level.

CONTINUOUS EMPLOYMENT

Teachers who successfully complete a probationary period are entitled to continuous employment. No new teachers shall be hired in subject areas before teachers who are laid off from other subject areas who may be qualified are recalled or decline the opening.

TEACHER QUALIFICATIONS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university, provided that teachers may be employed, under the certification provision for special certificates, in cases of necessity. (Example: Vocational Authorization)

The Board of Education agrees with the concept that bargaining unit positions created in the school district will be filled by duly qualified and certified persons in keeping with the certification code on Michigan.

SPECIAL SERVICES

Special Services personnel such as school psychologists, school social workers, teachers of speech and language impaired, and the school nurse shall have appropriate endorsements, approvals or licenses as required by state law.

TEACHER EVALUATION

It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct classroom observation of the teacher's work, conducting post-observation conferences, and providing, after the second or final of these observations, a written summary together with any recommendations the administrator may have for the teacher.

Only those administrators who have training in teacher evaluation will be eligible to evaluate bargaining unit members, not including the Director of Special Education who is understood to be qualified to evaluate staff.

PLAN I PROFESSIONAL GROWTH PLAN (Tenured Teachers)

All teachers shall participate in an Annual Reflective Summary that shall be based on the goals the teacher has established for his/her Professional Growth Plan. The Reflective Summary is an integral part of the teacher self-directed professional growth plan. The goals as established in this plan will not be subject to administrative evaluation or discipline. All teachers shall receive a Summative Evaluation at least once every three (3) years by their immediate supervisor or the administrative designee. The Summative Evaluation will include at least two classroom observations within the Summative Evaluation year.

The Professional Growth Plan may include an Awareness Phase. If an area of concern(s) is identified by the evaluating administrator, the administrator will so notify the teacher in writing. The teacher and administrator will meet to discuss ways in which to resolve the concern(s). At the conclusion of the Awareness Phase, the administrator will review the teacher's progress toward addressing the concern(s). Based on this review, the administrator will either recommend the teacher remain in Plan I or be moved to Plan II, Teacher Assistance.

PLAN II TEACHER ASSISTANCE PLAN (Tenured Teachers)

- A. If a teacher receives a less than satisfactory Summative Evaluation, the teacher will be placed on an Individualized Development Plan. The reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administrator. The district shall provide the teacher with an Individualized Development Plan (IDP) that will be developed by the administrator in consultation with the teacher. The teacher's evaluation shall include an assessment of the teacher's progress in meeting the goals of his/her IDP.
- B. Each formal classroom observation may be preceded by a Pre-Observation Conference between the administrator and the teacher so that the administrator can be apprised of the

teacher's objectives, methods and materials planned for the teaching-learning situation during which the teacher is to be observed. Prior to the classroom observation, the teacher will be requested to complete the Teacher Pre-Observation and return it to the administrator assigned to evaluate him/her. Each formal classroom observation will be followed, within fifteen (15) workdays, by a Post-Observation Reflective Conference. Other informal classroom observation need not be preceded by a pre-observation conference.

- C. A formal classroom observation of the teacher shall be for no more than forty-five (45) minutes.
- D. No teacher will be evaluated on any matter that s/he has not been previously advised is within his/her area of responsibility. Teachers will be informed of the teaching expectations upon which they will be evaluated.
- E. The administrator shall prepare and provide the Summative Evaluation, providing the teacher with this written evaluation with recommendations within twenty (20) workdays of the second formal classroom observation. In the event the administrator is assisting a teacher to improve his/her performance, more than one (1) evaluation may take place for that school year.
- F. A teacher who disagrees with the Summative Evaluation may submit a written response, which shall be attached to the file copy of the observation in question.
- G. All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- H. Standardized test results or computer-based instruction results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's teaching ability.
- I. A teacher may request union representation at any meeting during the evaluation process.
- J. Failure of the administrator to follow the timelines and procedures as set forth within this article shall make the evaluation null and void unless both parties agree upon the evaluation.
- K. The provisions of this article shall not be altered or modified by any individual teacher.
- L. Any judgment of incompetence must not be arbitrary or capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop an Individualized Development Plan which:
 - 1. Identifies specifically the area that needs improvements;
 - 2. Provides the employee with specific, appropriate written recommendations for improvement, which are stated in observable behavioral terms;

3. Develops a fair and workable timeline for such improvement. This time line shall include a follow-up visit(s) to evaluate the area(s) of concern;
4. Provides a positive program of assistance that may include materials, resources, consultant services, and sufficient time during the school day to implement the recommendation(s) of the evaluator.

M. If a teacher is experiencing difficulties in the performance of his/her duties and/or may be receiving a less than satisfactory evaluation, the Administration will make every effort to inform, in writing, the Association president of the situation as soon as possible.

DISCIPLINE OF TEACHERS

- A. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- B. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- C. The Board agrees to follow a policy of progressive discipline and due process, which is: 1) verbal warnings; 2) written reprimand and 3) finally, suspension with pay. Discharge may be a final and last resort in cases where incompetence is the nature of the problem requiring disciplinary action. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- D. Any complaint made against a teacher by any parent, student, or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher within one week may not be used as the basis for any disciplinary action against the teacher.
- E. If a discharge of a teacher is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
 1. Repeated observations of the inadequacies by at least one (1) administrator through the observation process described elsewhere in the Agreement.
 2. Clear direction that the teacher must improve and the consequences of failure to do so.
 3. Adequate opportunity for the teacher to make improvements.

4. Assistance from administrators and school district resources to help the teacher improve.
- F. For the first two years of employment, the district shall have the right to not renew the employment contract of such probationary teachers, and such action shall not be subject to the grievance procedure. The non-renewal of the employment of a third0year probationary teacher shall be for a reason that is not arbitrary or capricious, and shall be subject to the grievance procedure.

PERSONNEL FILES AND RECORDS

The school administration shall maintain a personnel file in the Administration offices for each teacher it employees. The personnel file shall include the following:

Evaluations. This shall include such things as complaints against and commendations of the teacher, written suggestions for corrections or improvements, and evaluation reports made by the administration.

Removal of Materials from Teacher Personnel File – Materials once placed in the teacher’s personnel files may only be removed with the authorization of the Superintendent of Schools. Records of a nonrecurring negative nature will be removed from a teacher’s personnel record and destroyed two (2) years after date of entry or as required by law. Teachers may initiate a review of their file for this purpose.

RETURN FROM LEAVES

A. RETURN FROM LEAVES

1. Teachers returning from paid leaves shall have such time count as time taught for salary and seniority purposes.
2. Teachers returning from unpaid leaves shall not have such time count as time taught for salary and seniority purposes, except for military and professional leaves, which shall be treated as leaves described in paragraph one (1) above.
3. The recipient of a leave that extends through the end of a school year shall be required to notify the Superintendent or his/her designee, in writing, of his/her intent to return or not to return to work the following school year by April 1st of the school year in which the leave was taken. The absence of such notification shall be interpreted as a resignation by the employee.
4. Teachers returning from approved leaves shall return to their former positions or one most similar in nature and location, if the leave is for one (1) year or less.

In the event the leave extends beyond one (1) year, teachers returning from leaves shall be placed in a position.

ROMEO COMMUNITY SCHOOLS

ROMEO EDUCATION ASSOCIATION

MEA-NEA LOCAL I

NOTICE OF GRIEVANCE

Level 1 _____

Level 2 _____

Name of Grievant(s) _____

1. Grievance. (Give facts describing alleged grievance.)

2. Date or dates of alleged violation. _____

3. Agreements violated: (Describe by Article, section or sub-section that part of Master Agreement alleged to have been violated.)

4. Relief requested: (Outline the action you believe should be taken to rectify the alleged violation.)

Signature of Grievant(s) _____ Date Filed _____

ASSOCIATION ENDORSEMENT – LEVEL TWO

The Association Grievance Committee has reviewed the above stated grievance and:

_____ Agrees that the contract has been violated

_____ Finds no contract violation

_____ Forwards with no recommendations.

Signed _____
Grievance Chair

Date

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**LETTER OF UNDERSTANDING BETWEEN MEA-NEA, LOCAL 1, ROMEO EDUCATION ASSOCIATION
and ROMEO COMMUNITY SCHOOLS**

REVISED 8/27/21

Re: COVID

Due to the COVID-19 Pandemic and in the spirit of collaboration in the best interest of staff, and the community of Romeo, the Romeo Community Schools and the Romeo Education Association enter into this one-time, non-precedent setting agreement as it relates to the 2021-2022 school year, and that all provisions of the current collective bargaining agreement continue in effect, with the exception of those provisions providing additional compensation for extra duties, overload and the like, as these additional duties may not be required or apply in a virtual/remote environment. The parties understand that the coronavirus (COVID) pandemic situation is very fluid and mutually agree to review the provisions of the LOU as necessary.

Safety

- 1. The Romeo Education Association and the District jointly agree to work collaboratively to ensure the safe and successful school year.**
- 2. The District shall comply with any State, County and/or Macomb County Health Department requirements regarding COVID.**
- 3. The District shall follow contact tracing as required by the county health department.**
- 4. The District shall follow applicable law and the direction of the Macomb County Health Department if a student or staff member tests positive for COVID upon receipt of test results.**
- 5. The District shall provide personal protective equipment (PPE) based on the need of the teacher and course.**
- 6. The District shall provide adequate supplies to support healthy hygiene behaviors, including soap, hand sanitizer or sanitizing wipes with at least 60% alcohol for the use of staff and students.**
- 7. If there is HVAC loss in a room, accommodations will be made for the continuation of airflow, such as adding fans or moving a class.**
- 8. If there is loss of HVAC for an entire building in which adequate airflow cannot be provided, the building may be closed and will follow Article 6 I from the CBA.**
- 9. Teachers will assist with disinfecting areas such as student work surfaces, Physical Education Equipment, STEM Equipment, etc.**

Absences and Leaves

- 13. If a teacher tests positive or is required to quarantine due to a case of COVID-19 identified in their assigned school(s) environment, they shall not have any days deducted from their personal bank (personal, sick, bonus or SSC Days) if they continue to work from home.**

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- 9. Teachers will assist with disinfecting areas such as student work surfaces, Physical Education Equipment, STEM Equipment, etc.**

Absences and Leaves

- 13. If a teacher tests positive or is required to quarantine due to a case of COVID-19 identified in their assigned school(s) environment, they shall not have any days deducted from their personal bank (personal, sick, bonus or SSC Days) if they continue to work from home.**

14. The District agrees to continue to pay its portion of health insurance for any teacher who is required to quarantine or who has tested positive for COVID-19 for the time they are unable to report to work.
15. The District has the right to request appropriate documentation as to the nature of the self-quarantining, a medical professional note indicating a positive test for COVID 19 or authorization to return to work/negative COVID-19 test result. All medical documentation shall be turned in to Employee Services. The district may also may require verification of vaccination against COVID-19.

Virtual

26. The District and the Association agree that the first Parent Teacher Conference of the School year will have a virtual option for parents. Times for the conferences shall remain the same as in the mutually agreed to District Calendar.
27. Curriculum Night at the secondary level will be in-person.

Live Streaming

In the event that a classroom, building or the district is moved from in-person instruction to remote instruction, then the classroom, building or district will follow the daily scheduled classes with live-streamed instruction, and the following will apply.

30. Teacher's video recorded lessons may not be used without the consent of the teacher.
31. An administrator must notify the teacher of their presence during any observation, whether that presence be physical or virtual.
32. Videoconferencing cameras will be used by each teacher, but teachers will have autonomy in regard to how to integrate the camera into instructional design.
33. The teacher is not liable for what other parties do with live streamed audio instructional content.
34. In the event there is a change in COVID mandates that would result in a change in working conditions, the Association and District agree to meet and revise this LOA to reflect needed changes.

Miscellaneous

1. If executive orders or state law identify a change in the evaluation process, the district and association will meet to discuss the changes.

Interrupted Learning Plans

The following plans will address how will we instruct students who are quarantined by RCS or the MCHD.

1. **Romeo High School and 9th grade Academy**
 - a. Teachers will continue to post assignments in Schoology.
 - b. Live video of the classroom via Google Meet.
 - c. Teachers are not expected to make extra special efforts to engage at-home students like last year. Since only a few students in each class could be quarantined, the teacher

would only need to turn the camera/microphone on and ensure the student can be heard if s/he has a question.

- d. If applicable, teachers can provide an alternative assignment while a student is quarantined. For example: labs, certain art projects, hands-on CTE assignments, etc. may be difficult to do at home. If these cannot be made up upon returning, then teachers can provide an alternative assignment.
- e. This would only be offered to students choosing in-person instruction, but are quarantined by the district or health department (i.e. they want to be in school but we aren't allowing them).
- f. Teachers would only 'invite' students quarantined to join Meet. The Meet link would not be shared with all students as it was last year.
- g. All absent students (that are not quarantined) would not have access to these live Meet videos. These students will be treated the same as any other, non-COVID year.
- h. Any quarantine not imposed by RCS (i.e. the family tells us the child is a close contact) will be confirmed with the health department

2. Romeo Middle School

- a. Teachers will continue to post assignments in Schoology.
- b. Teacher will make a recording or record their classroom lesson and post in Schoology.
- c. Teachers would record a video of their instruction in their voice including video.
- d. Recording could be the entire class or could be the sections needed for direct instruction.
- e. If using a video recorded from another source, the teacher will still introduce the outcomes for the students and explain the lesson and assignment(s) for the day.
- f. Videos would be posted by 8 am the following day in the teacher's Schoology page for students to access.
- g. Students would be responsible for turning all assignments digitally or within one day after returning to school (unless arrangements have been made with the teacher).
- h. If applicable, teachers can provide an alternative assignment while a student is quarantined. For example: labs, certain art projects, hands-on assignments, etc. may be difficult to do at home. If these cannot be made up upon returning, then teachers can provide an alternative assignment.
- i. Summative assessments will be completed in person with arrangements made in collaboration with the teacher upon return of the student.

3. Elementary Schools

- a. Elementary students on a school-related mandatory quarantine will be provided ELA and Math instruction during their quarantine period. Teachers will be given three options and can choose one of the following based on situational appropriateness as determined by the teacher:
 - i. Live Stream whole group instruction in ELA and Math, and give parents the times they want students to join in. Not a 2-way stream; listen only.
 - 1. Teachers would only 'invite' students quarantined to join Meet. The Meet link would not be shared with all students as it was last year. Students may be given an at-home task to complete after the live stream.
 - ii. Record whole group instruction while it is in progress in ELA and Math and upload to Google Classroom within 24 hours of the lesson.

- iii. Create asynchronous lessons for all school related quarantined students for the areas of ELA and Math. Videos posted in Google Classroom; may include assignments to complete based on the content.

b. Additional Instruction Provided:


- i. Students will have access to Zearn, RAZ kids, and any other digital learning tools utilized in the classroom while on quarantine.
- ii. Teachers will provide any necessary instructional materials (i.e. - handouts, assignments) in Google Classroom or as a physical material pick-up as needed.
- iii. Small group or one-one one instruction will not take place with the exception of special education services required for IEPs.
- iv. Special areas (Art, Music, PE, STEM) will not be provided.

BOARD OF EDUCATION:

REA REPRESENTATIVE:



Romeo Community Schools



MEA Local 1, Romeo

9/2/21

Date

9-2-21

Date

**Letter of Agreement
between
Romeo Board of Education
and the
MEA/NEA Local I, Romeo Education Association
August 26, 2021**

Re: Collaborating Around Student Success Meetings (CASS), K-5 Buildings

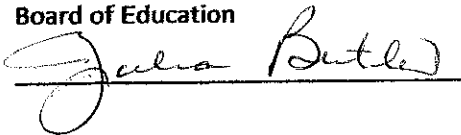
It shall be understood that the Romeo School District and MEA/NEA Local I, Romeo Education Association, have agreed that the District shall be implementing Collaborating Around Student Success Meetings in all elementary schools.

The parties agree to the following:

1. All teachers in a grade level team are active participants in CASS meetings. Principals, Special Education team members, Math Interventionists, and Reading Specialists may participate in the team meetings, as well – by joining organically or via invitation in advance.
2. CASS meetings will occur once weekly for 45 minutes. CASS meeting dates for classroom teachers will align with STEAM days for grade levels and will occur during the Art, Music, and Physical Education scheduled time. CASS meeting dates for art, music and PE teachers will be in addition to their daily 45-minute planning time. CASS meetings for STEAM teachers will occur once per week outside of their 225 minutes of contractual planning time.
3. Professional Expectations: Romeo Community Schools has invested vast resources in order to provide this valuable time and opportunity for elementary teachers to collaborate around enhancing student learning on a frequent and structured basis. This is a dedicated time outside of your planning time. All CASS team members will be active participants in developing instructional solutions to increase student achievement and will keep record of their meetings in Google Drive on the designated template.
4. By enhancing elementary specials, we have increased the amount of time elementary teachers have to prepare and collaborate with colleagues to improve learning outcomes for our students.
 - a. 225 minutes of contractual planning time
 - b. RCS is adding 15 minutes of additional planning time weekly
 - c. RCS is adding 45 minutes of additional CASS meeting time weekly

Nothing in this agreement shall be deemed as precedent setting.


Board of Education



9/2/21

Date

MEA/NEA Local I, REA



9-2-21

Date

Letter of Agreement
Between
Romeo Board of Education
and the

MEA/NEA Local 1, Romeo Education Association

August 17, 2021

Re: Breakfast

It shall be understood that the Romeo School District and MEA/NEA Local 1, Romeo Education Association, have agreed that the District shall be providing breakfast for students in grades K-5.

The parties agree to the following:

1. Breakfast is available to students beginning at 8:45 a.m. Students may pick up their breakfast in the cafeteria and will consume breakfast during morning announcements in the classroom.
2. Breakfast, including clean-up shall be concluded so instruction may begin promptly at 9:15 a.m.
3. Regarding late buses and/or late students: Students will go directly to the cafeteria to eat breakfast in the cafeteria. The Food Service staff will provide supervision for those students.

This agreement shall sunset on June 30, 2022.

Nothing in this agreement shall be deemed as precedent setting.

BOARD OF EDUCATION:

REA REPRESENTATIVE:


Romeo Community Schools


MEA Local 1, Romeo

9/2/21
Date

9-2-21
Date

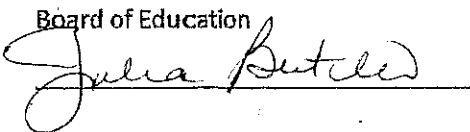
**Letter of Agreement
between
Romeo Board of Education
and the
MEA/NEA Local I, Romeo Education Association
August 17, 2021**


Re: Substitute Shortage Compensatory Day(s)

2021-2022 School Year

In an effort to address substitute teacher concerns, create an incentive for bargaining unit members to substitute for other bargaining unit members and provide potential financial savings to the District, the Romeo Community Schools (RCS) and MEA/NEA Local I, Romeo Education Association (REA) hereby agrees as follows:

- A. Bargaining unit members substituting for another bargaining unit member during their planning period shall choose one of the following two options:
 - a. Compensation at the rate of \$30.00 for a traditional schedule and \$45.00 for block scheduling per planning period as set forth in Appendix II; or
 - b. Substitute Shortage Compensatory Days (SSC Day(s)) – Earnings – High School A/B Block Schedule: Six (6) periods shall equal one Substitute Shortage Compensatory Day; Middle School Six Hour Day Schedule: Nine (9) periods shall equal one Substitute Shortage Compensatory Day; Elementary School: Eleven (11) periods shall equal one Substitute Shortage Compensatory Day.
- B. Substitute Shortage Compensatory Day may be used during the school year at the discretion of the bargaining unit member subject to the terms and conditions set forth below:
 - a. Substitute Shortage Compensatory Day may be used on any day except the first five (5) students' day and the last five (5) students' days of the school year unless approved by the Employee Services Director. Substitute Shortage Compensatory Days may be used before or after holidays. Substitute Shortage Compensatory Days cannot be used before or after Winter Break, Mid-Winter Break, Spring Break or attached to a Bonus day.
 - b. Unused Substitute Shortage Compensatory Days shall roll over to the following school year. If unused, these days shall be placed in the individual's sick bank.
 - c. Substitute Shortage Compensatory Days must be requested at least 10 school days prior to the date of usage.
- C. In the event that an Association member does not earn the equivalent of a full day prior to the end of the school year, the Association member will be paid out based on the parameters as set forth in section A, (a) above.
- D. The term and conditions set forth above shall not be deemed as precedent setting for any reason and this Letter of Agreement shall sunset on June 30, 2022. A review of absences will take place prior to any extension of this Letter of Agreement being offered.

Board of Education

Date 9/2/21

MEA/NEA Local I, REA

Date 9-2-21

Letter of Agreement
Between
Romeo Board of Education
and the
MEA/NEA Local I, Romeo Education Association
August 17, 2021

Re: School Nurse(s)

It shall be understood that the Romeo School District and MEA/NEA Local I, Romeo Education Association, have agreed that the District may sub-contract the services of the school nurse for the 2021-2022, 2022-2023, and the 2023-2024 school years.

Nothing in this agreement will be deemed as setting precedent.

Board of Education

Julia Butler

Date

9/2/21

MEA/NEA Local I, REA

[Signature]

Date

9-2-21

**Letter of Agreement
between
Romeo Community Schools
and
Romeo Education Association (REA)**

August 30, 2021

Re: Romeo Virtual Academy

The District is pleased to offer the Romeo Virtual Academy (RVA) to its secondary students for the 2021-2022 school year. The District will monitor the numbers and growth of the RVA and agrees to meet with the Association to discuss its impact on the bargaining unit upon Association request.

This Letter of Agreement will sunset on June 30, 2022.

Nothing in this LOA shall be deemed as precedent setting.

BOARD OF EDUCATION:

REA REPRESENTATIVE:



Romeo Community Schools



MEA Local 1, Romeo

9/2/21

Date

9-2-21

Date

LETTER OF AGREEMENT
between
Romeo Community Schools
and
Romeo Education Association (REA)

RE: Romeo Middle School Team Leads

Date: 10/1/2021

Team Lead

Stipend: \$1,000 (9 positions)

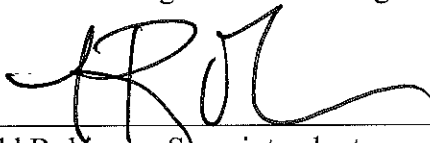
Commitment outside of contractual work day: Monthly team meetings. Three additional meetings outside the contractual day. Any additional, paid at contractual hourly curriculum rate.

Term: 2 years

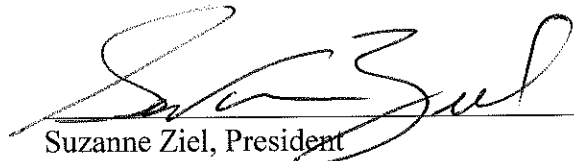
Responsibilities:

- Leads weekly grade level team meetings focused on student data and interventions.
- Maintain/oversee documentation of team meetings and share with team and administration.
- Present student data, interventions, practices etc. during MTSS meetings that will occur each trimester.
- Collaboration with administration, Advisory captains, and department chairs to help ensure student success with school and district initiatives.
- Collaborate with team members to implement cross-curricular Advisor and PBIS initiatives.
- Seek feedback from team teachers and students about barriers and successes.
- Serve as team representative at monthly team lead meetings.
- Attending teaming related PD where applicable.
- Acts as liaison between team and administration.

This Letter of Agreement will begin on October 18, 2021 and added to the new contract in 2024.



Todd Robinson, Superintendent
Romeo Community Schools



Suzanne Ziel, President
Romeo Education Association,
MEA/NEA-Local 1

Dated: 10-6-21

Dated: 10-7-21

Letter of Agreement

Between

Romeo Board of Education

and the

MEA/NEA Local I, Romeo Education Association

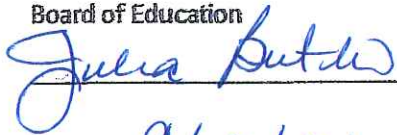
September 2, 2021

RE: MCL.388.1764h

The circumstances underlying this Letter of Agreement are as follows. The parties agree that the District must comply with the provisions of MCL.388.1764h or risk losing state aid, and both parties do not want that to happen. However, the parties disagree as to how that should occur given the language of MCL.388.1764h. The parties have reached an impasse on this issue, and with the help of a State-appointed Mediator, have agreed to resolve this matter by agreeing to the following:

In order to comply with Section 164(h)(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than November 15, 2021, and if those policies change in subsequent school years, by October 1 of each subsequent year.


Board of Education



Date

9/2/21

MEA/NEA Local I, REA



Date

9-2-21

Letter of Agreement

Between

Romeo Board of Education

and the

MEA/NEA Local I, Romeo Education Association

August 17, 2021

Re: Interim Support Coach

The parties agree that the Athletic Department will have the flexibility to hire an interim support coach on a season-by-season basis when the number of student participants for a particular sport exceeds reasonable numbers. It is understood that this position will be temporary and never used to replace existing contracted coaches. The interim support coach will assist in the supervision of the student participants in the particular sport. If, after three seasons, it is determined that another coach is necessary to supplement the coaching staff in a particular sport, the parties will meet to negotiate the addition and the pay of such position.

The interim support coach will be paid no less than \$300 and no more than \$500, depending on the amount of time that the interim coach is required to assist the regular coach staff.

This agreement shall sunset on June 30, 2024.

Nothing in this agreement shall be deemed as precedent setting.

Board of Education

Julia Butch

9/2/21

Date

MEA/NEA Local I, REA

[Signature]

9-2-21

Date