

AGREEMENT

BETWEEN THE

**ROMEIO COMMUNITY SCHOOLS
BOARD OF EDUCATION**

AND THE

MEA-NEA LOCAL I-ROMEIO

2024 –2027

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

THIS AGREEMENT entered into this 30th day of September 2024, 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/licensed. The following categories who are regularly employed are also covered wherever applicable: Counselors, Special Education Teachers, Librarians, Social Workers, Speech Pathologists, Psychologists, Instructional Coaches, Preschool Teachers, Career and Technical Education (CTE) Teachers, and Teachers on leave, and specifically excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Academy Principals, Nurses, 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:
- a. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 - b. The right to establish, modify, or change any work or business or school hours or days.
 - c. 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.
 - d. 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.
 - e. Adopt rules and regulations.
 - f. Determine the qualifications of employees.
 - g. 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.
 - h. 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, paper, and supplies and other union items for Association use. The Association President will be provided space to conduct union business during release time that shall include their classroom. In the case where the President's room is being utilized or shared during that release time, the district shall provide the Association an alternative private space that includes district phone and technology.

- 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 MPERS 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.

The Board will attempt to equalize class size across the district whenever possible when class size guidelines are exceeded. It is understood that class size may fluctuate at the beginning of the school year and during schedule changes for trimester and semester. therefore, four (4) weeks into each grading period 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.

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.

To determine class size overages, Employee Services will pull a report from PowerSchool four weeks into each grading period and pull another report from PowerSchool at the end of each grading period. The PowerSchool report with the highest-class number shall be used for class overage calculations. Teachers shall be compensated for class overages on the 2nd pay date following the end of each grading period.

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:

- Balance sections.
- Adjust teacher assignments.
- Reassign students.
- Add an additional teacher to the staff.
- Employ teacher aide to work with the affected teacher.
- Create split sections, when all prior options have been exhausted.

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, high school teachers shall receive \$350 per enrolled student, per semester and middle school teachers shall receive \$235 per enrolled student, per trimester.

In the event that any class is in excess of the class size maximums for elementary teachers, the teacher shall receive \$500 per enrolled student, per trimester.

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. In the event a counselor covers for a colleague that is on a leave of absence, a counselor shall receive an additional \$100 for every 25 students added to their caseload beyond 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 for elementary teachers, the teacher shall receive \$500 per enrolled student, per trimester.

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

Split class sizes shall not exceed the lowest class size of the grade level split, i.e. 1st/2nd grade split would be 25 target/28 maximum students. No more than 2 grade levels will be assigned to any split class. Teachers assigned to a split 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.

C. HOURS

a. HIGH SCHOOL

- i. The day shall not exceed seven (7) hours and fifteen (15) minutes.
- ii. Normal teacher instructional time shall not exceed five (5) hours (five (5) periods) per day per week.
- iii. 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.
- iv. 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.
- v. Lunch shall be at least thirty (30) consecutive minutes.
- vi. Teachers shall not be required to teach more than three (3) preparations unless mutually agreed upon between the Teacher and the Administration.
- vii. 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.
- viii. 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.

D. 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.
- g. 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.
- h. Small Learning Communities (SLC) Meetings: The purpose of the meetings is to provide time and opportunity for Middle School teachers to collaborate around enhancing student learning on a frequent and structured basis as follows:
 - i. All teachers on a grade level team (content area teachers and counselors) are active participants in weekly SLC meetings. Principals, Special Education team members, elective teachers, math interventionists, reading interventionists, and social workers shall participate in the team meetings as requested.
 - ii. SLC meetings will occur once weekly on a dedicated common team planning period when students are in session at least four (4) days per week. Meetings will be rescheduled if the team's dedicated day is canceled due to unforeseen circumstances. For example, if there is a snow day on the day your team meeting is scheduled, the team would need to reschedule the meeting for another day during that week. Additionally, no meetings will be held during the first week of school or the last week of school.
 - iii. A designated template, stored in a Google Drive folder, will be used to keep record of the SLC meeting notes, sign-in sheets and agendas.
 - iv. Teachers shall receive \$25 per hour for each meeting attended. Teachers missing more than three (3) meetings during a given semester shall have their pay for the

team meeting prorated. Payments to teachers will be made on the first pay date of the second semester and on the first pay date in June.

- v. Team lead will be posted every two (2) years. Teachers must apply and follow the interview process.

E. 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 period. 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. It shall be understood that the Romeo Community School District and MEA/NEA Local 1, Romeo Education Association, have agreed that the district shall be providing breakfast for students in grades K-12.

The parties agree to the following for elementary:

- i. Breakfast is available to students beginning at 8:45 a.m. for Y5-5. Students may pick up their breakfast in the cafeteria and will consume breakfast during morning announcements in the classrooms. Y5, K, and/or 1st grade students shall remain in the cafeteria to consume breakfast until such a time that the district deems appropriate to transition those grade levels to the classroom for breakfast consumption.
- ii. Breakfast, including clean-up shall be concluded so instruction may begin promptly at 9:15 a.m.
- iii. 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.
- iv. It shall be understood that the Romeo Community School District and MEA/NEA Local 1, Romeo Education Association, have agreed that the district shall be implementing Collaborating Around Student Success Meetings in all elementary schools.
- v. All teachers in a grade level team are active participants in CASS meetings. Principals, Special Education team members, Math Interventionist, and Reading Specialists may participate in the team meetings, as well, by joining organically or via invitation in advance.
- vi. CASS meetings will occur once weekly for 45 minutes. CASS meeting dates for classroom teachers will align with STEM 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 STEM teachers will occur once per week outside of their 225 minutes of contractual planning time.
- vii. Professional Expectations: Romeo Community Schools has invested vast resources in order to provide the 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.
- viii. 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.

- ix. CASS meetings may also include time to conference with students and/or parents when it is agreed upon by the team that such conferences are warranted.

F. 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 their 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.

G. 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.

H. 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 or submit a request for a Substitute Shortage Compensatory day.

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

I. 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.

J. MEETINGS/PROFESSIONAL ACTIVITIES

a. 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.

b. 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.

c. 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.

d. 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.

K. PARENT/TEACHER CONFERENCES

The Board and the Association recognize the importance of communication with the public concerning the schools and encourage the interaction between teachers and parents. Therefore, teachers shall attend an annual Open House (not to exceed 90 minutes) in their building along with two (2) evening Parent-Teacher Conferences to take place in the fall for the period of time of three (3) hours per evening and one (1) spring conference, which shall be two hours in length and by teacher or team invite only. Parent requests may be considered.

Teachers who are unable to attend conferences shall notify their administrator of such absence with the understanding that they are responsible to find alternative ways to meet with parents.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. MENTOR TEACHERS

- a. Each bargaining unit member in their 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.
- b. Participation as a mentor teacher shall be on a volunteer basis.
- c. The mentor position will first be offered to a current bargaining unit member that is tenured with Romeo Community Schools and has a satisfactory record of evaluation.
- d. The administration shall notify the Association when a mentor teacher is matched with a bargaining unit member (mentee).
- e. Every effort will be made to match mentor teachers with mentees who work in the same building and have the same area of certification.
- f. The mentee shall be assigned to no more than two (2) mentor teachers at a time. The stipend shall be split between the mentors.
- g. 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.
- h. 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.
- i. 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.

- i. 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.
- j. The administration shall make available a maximum of four (4) days per year for the bargaining unit mentor to work with their mentee in their 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.
- k. 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.
- l. 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.

R. 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.

S. 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:

- a. 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.
- b. Curriculum and assessment development work beyond contractual hours: \$25.00 per hour if signed prior approval received from administrator.
- c. 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).

T. EXTENDED LEARNING MENTORS (ELM)

- a. Extended learning mentors who mentor a student taking an alternative means to earn high school credit as one of their courses scheduled during the school day (21F & WBL). ELMs will complete all necessary pupil accounting documentation.
 - i. 21F
 - 1. School counselors shall mentor students who enroll in online classes per semester as part of their work responsibility.
- b. Each 21F ELM will be compensated a stipend of \$100.00 per student per class.
- c. Career Technical Education (CTE) Work Based Learning (WBL)
 - i. 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
 - a. Compensation of a stipend of \$300.00 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
 - a. Compensation of a stipend of \$150.00 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
 - a. Compensation of a stipend of \$150.00 per Type III WBL student per semester when there is not any time built in a teacher's day for this work.
- d. The district agrees to allocate funding for the CTE and WBL stipends annually from the CTE funds provided the funds maintain a balance of no less than \$600,000. In the event that CTE funds fall below \$600,000 in any fiscal year, the following procedures shall be implemented.

The district shall notify the Association in writing within thirty (30) days of identifying the shortfall or projected shortfall. Within thirty (30) days of such notification, the district and the Association agree to meet to negotiate alternative language or solutions to ensure the stability and continuity of the WBL stipend

program. The district and association shall engage in good faith negotiations to reach an agreement on alternative measures to address the funding shortfall. These negotiations shall include, but not be limited to, exploring additional funding sources, adjusting the stipend amounts, or modifying the scope of the CTE and/or WBL program.

All CTE teachers shall receive a stipend of \$2,000 annually to be paid on the first pay of June each year.

U. 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 TEACHER PLACEMENT/ASSIGNMENT

It is the parties' intent that bargaining unit members shall only be assigned to classroom teacher assignments in areas in which they are appropriately certified, and that, absent good reasons, whenever possible, bargaining unit members shall be retained in their current assignment.

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.

Decisions regarding the placement and/or assignment of teachers shall be made on the basis of the best interest of the district and students, as well as in accordance with all state and federal laws and regulations regarding certification and qualification requirements and effectiveness of each respective teacher.

- A. Length of service or tenure shall not be used as the sole factor for decisions regarding placement and/or assignment of teachers. Length of service or tenure may be used as a tiebreaker if a decision regarding placement and/or assignment of teachers involves two (2) or more employees and all other factors distinguishing those employees from each other are equal.
- B. Qualifications shall be defined to include, but not limited to, an individual's: areas of certification, endorsements, licenses and or approvals required by law to serve in a position, relevant previous experience, relevant coursework or training, overall performance as a teacher, or any further factors stated in this agreement which places conditions upon the placement and/or assignment of teachers.

C. Assignment of teachers is the responsibility of the Superintendent or their designee and agrees to make placement decisions based on qualifications and the following factors in the best interest of the district.

- a. The teachers' prior year evaluation;
- b. The recency by which a teacher taught the subject area or grade level within the district within the past five (5) years;
- c. Whether the teacher was on an individualized development plan ("IDP") in the previous school year;
- d. Areas of certification/endorsements, licenses and/or approvals required by law to be qualified to serve in the position or relevant and specialized training;
- e. The teacher's discipline history, excluding all verbal warnings, as well as written reprimands other than those issued in the immediately preceding school year.

D. VACANCIES AND TRANSFERS

a. Vacancies

Definition: A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days including summer school.

A teacher vacancy may be created by the following, subject to approval by the Superintendent:

- Transfer of an internal teaching candidate to a vacant position;
- A leave of absence is extended beyond sixty school days;
- An unplanned resignation or departure occurs which will require a substitute for sixty or more school days;
- The addition of a new classroom section, program, position or building opening/closing.

Vacancies shall be set forth on the district's website. Vacancies shall be posted at least seven (7) calendar days prior to being filled. Bargaining unit employees may apply for such positions by submitting an application through the district's Recruiting and Hiring system.

During the summer months when regular school is not in session, vacancies shall remain posted at least seven (7) calendar days prior to being filled until August 15th, after which vacancies shall remain posted at least two (2) days before being filled. Application may be made in the same manner as described above.

No internal vacancy will be created when a position is unfilled once school is in session, unless approved by the Superintendent.

The Superintendent may close any vacancy in their sole discretion at any time and shall give notice of such closure to the Association.

While internal and external candidates may be interviewed at the same time, internal candidates, who apply within the posting period, will be given first consideration before any external candidates.

Vacancies shall be filled based upon the criteria's set forth for teacher placement/assignment above.

In the absence of a qualified internal candidate, the Superintendent may award the position to an external or internal candidate which may include the ability to obtain temporary or alternative credentialing to be qualified for the position.

b. Transfers – To Fill a Vacancy

Definition: A “transfer” shall be defined as either a voluntary or involuntary change in order to fill a vacancy in (1) building assignment, (2) at the elementary level, a change from lower elementary (pre-k to 2) to upper elementary (3-5) or vice-versa; (3) at the secondary level, a change in the majority of subject matters taught; (4) a change from a non-classroom assignment such as media specialist, guidance counselor, itinerant personnel, to a classroom assignment, or vice-versa or (5) Special Education assignment such as a move from a learning disability classroom to an emotionally impaired classroom, etc., in order to fill a vacancy. Once buildings fill vacancies with internal candidates any remaining openings shall be posted by submitting their applications through the districts’ hiring and recruiting system.

i. Voluntary Transfers

1. Voluntary transfer requests and awarding positions shall be governed by the language outlined in Article A “Placements/Assignments and Vacancies.”
2. No bargaining unit employee shall be discriminated against because of a request to transfer.
3. It is expressly understood that a teacher may not be provided the opportunity to apply for a transfer from a building or their specialist area (special education, reading, STEM, media specialist, physical education, art, music, etc.) during their probationary period of employment or if they are on an individualized development plan (IDP). A written explanation, if requested, will be given to such teacher if denied a request for transfer.

ii. Involuntary Transfers

Involuntary transfers may be implemented only for reasons that are not arbitrary and capricious. Where reasonably possible, thirty (30) days’ notice of the intention to transfer specifying the reasons for the same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association.

If the affected bargaining unit member believes that there is a legitimate objection to the transfer, a conference shall be held with the Superintendent or designee concerning the objection. A written explanation, if requested, will be given to such teacher if their objection is denied.

It is understood that in the context of layoff and recall, involuntary transfers will occur with as few moves as possible, with the ultimate result to prevent layoffs or in order to recall teachers from the layoff list.

No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

It is expressly understood that a teacher may not be involuntarily transferred from a building or their specialist area (special education, reading, physical education, art, music, etc.) during their probationary period of employment or if they are on an individualized development plan (IDP) unless such transfer is needed to prevent layoffs or to recall teachers from a layoff list.

It shall not be the intent of this paragraph to preclude teachers from voluntarily assuming an assignment in place of a teacher involuntarily transferred. A person can voluntarily assume a position when all criteria outlined in the placement section above has been met and assuming another teacher has not requested to transfer into such position. Teachers seeking a transfer shall inform the Employee Services Department via email.

Teachers who are reassigned 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 classrooms, 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 the registration fees for teacher's who 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.

It is understood and agreed that alleged violation of the failure to follow the procedures set forth in the Article above shall be subject to the grievance procedure, including binding arbitration.

ARTICLE 8 LAYOFF AND RECALL

A. LAYOFF

A staffing reduction is the decision to eliminate curricular sections or positions that will result in a reduction in the hours worked (FTE) of one or more teachers.

It is understood by the parties that a reduction in staff may be required and solely determined by the Board and Superintendent in the event of a financial emergency, a reduction in student enrollment, a reduction in funding, an elimination of a program, or other compelling reason.

Insofar as possible, the Board will notify the Association by May 10th of the program to be eliminated for the following year and/or the positions to be eliminated.

- a. When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, said staffing decisions shall be based on retaining effective teachers.
 - i. Teacher effectiveness shall be based upon the most recent year-end performance evaluation.
 - ii. Reductions in staff or programs shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.
 - iii. Whenever possible, notice of discontinuance of service shall be given to teachers affected by reductions in personnel and/or programs before the end of the school year preceding the year in which such discontinuance of service shall become effective.
 - iv. Nothing in this agreement precludes the district from making reductions in personnel or programs at any time. The district shall make all efforts to avoid layoffs mid-year. Should mid-year layoffs become necessary, the district shall meet with the Association to discuss the impending reduction in staff.

- b. Personnel decisions under these provisions, including layoff and recall, shall be made on the basis of the best interest of the district as well as the certification, and qualifications, effectiveness of each respective educator, and length of service as a tie breaker as presented in Article A, Placement and Assignments.
 - i. Generally, reductions in staff will occur in the following order:
 1. Non-Certified Staff
 2. Temporary ancillary staff
 3. Previously retired staff
 4. Teachers rated Needing Support on their most recent year-end performance evaluation.
 - a. The qualifications in Article A shall be compared among the educators and the least qualified chosen for layoff.
 - b. If two or more educators are still tied after applying Article A, the least senior educator (as defined by district seniority) shall be chosen for layoff.

5. Teachers rated Developing, including probationary teachers, on their most recent Year-End Performance Evaluation, provided there are qualified educators rated Effective to assume the remaining positions/assignments.
 - a. Lay-off decisions at this evaluation level shall follow the procedure as described in subsection 4a and 4b above.
6. Teachers rated Effective on their most recent Year-End Performance Evaluation, provided there are qualified educators to assume the remaining positions/assignments.
 - a. Lay-off decisions at this evaluation level shall follow the procedure as described in subsection 4a and 4b above.
 - b. The district shall give written notice of layoff or recall by sending a registered letter or certified letter at their last known address, or personal service at work (i.e., Principal hand delivers notice to the teacher), in addition to an e-mail to the teacher's district email account. A copy of this e-mail shall be sent to the REA president.
 - i. It shall be the responsibility of the teacher to notify the Board of any change in address.
 - ii. It is the teacher's sole responsibility to maintain their certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Employee Services Department.
 - c. In no event shall this article be applied in such a manner that a teacher who has been rated as Needing Support on their most recent Year-End Performance Evaluation is retained over a teacher who is evaluated as Developing. Using the same understanding, no teachers rated as Developing shall be retained over those rated Effective.
 - d. Bargaining unit members enrolled in Board provided insurance at the time of layoff shall have continuation of Board provided insurance through the summer recess (August 31st) to be paid by the Board for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit members shall have continuation of Board provided insurance for two full months that follows the date of the layoff. The district and the bargaining unit member's contribution to the cost of insurance shall be the same as prior to the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) in accordance with applicable law.

B. RECALL

- a. When it is determined by the Board of Education that it is necessary to conduct a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position the following procedures shall be followed:

- i. Recall of all educators shall be in the reverse order of lay-off: i.e., those laid off last will be recalled first, provided, however, that a teacher in order to be recalled, shall be certified and qualified as herein set forth to teach the specific area for which they are being recalled.
 - ii. Notice of recall shall be sent by certified mail to the employee's last known address on file with the Employee Services Department.
 - iii. In order to be eligible for recall the teacher must:
 1. Have maintained a current address and telephone number with the Employee Services Department.
 2. Have notified the Employee Services Department in writing or by electronic mail of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice must be given prior to March 1st if the information is to be used in determining recall or return rights for the following school year.
 3. Have the current necessary certification and qualifications as well as the present physical ability, to assume the position/assignment at the time the recall offer is made. Teachers who do not possess the present physical ability to assume a vacant position/assignment shall continue to remain on lay-off subject to the conditions contained herein.
 4. Have notified the Employee Services Department in writing or by email within 10 calendar days of receipt of a written offer of a recall by the district that they accept the recall or resign in good standing.
 - iv. The district, as it reinstates programs, shall post the positions as they are established, listing the necessary certifications and qualifications. Building, program, and schedule shall also be provided if known at the time of posting.
 - v. In no event shall these provisions be applied in such a manner that a teacher who has been rated Needing Support or Developing on their most recent Year-End Performance Evaluation shall be recalled before an appropriately certified teacher who is rated as Effective on their most recent Year-End Performance Evaluation.
- b. Failure to accept an available position for which the employee is certified, state approved, licensed, and/or endorsed, or failure to notify the district of unavailability, may be considered a Voluntary Quit; and the district may terminate its obligation to that employee. Notice of acceptance of assignment or notice of unavailability by the employee must be received by the district within ten (10) days of receipt of notice of recall or return.
- i. No teacher shall be required to accept an available position for less FTE than the position they were laid off from. In this case, the employee shall fall to the bottom of the recall list and shall retain their recall and seniority rights as otherwise provided.
 - ii. In the case that the laid off employee was a part-time/shared time employee when laid off, and the available position is of more FTE than the position the employee was laid off from, the employee may refuse the position without being terminated. In this case, the employee shall fall to the bottom of the recall list and shall retain their recall and seniority rights as otherwise provided.

- iii. In the case that the position refused by the part-time/shared time employee matches the FTE the employee was laid off from, this article shall apply.
- c. The right to recall expires three years after the layoff becomes effective. Teachers on layoff whose most recent overall evaluation rating was Needing Support will have to interview for any available opening and the district may choose to hire a new teacher for an opening rather than recall such a teacher.
- d. No new teacher shall be hired before involuntarily laid-off teachers with recall rights who possess the necessary certifications and qualifications have been given an opportunity for recall.

In rare cases where the position requires significant additional training beyond what the teacher already possesses, the district may choose not to recall and instead hire outside the layoff pool provided.

- i. The district has offered to provide the required training.
- ii. Such training shall be provided and the cost shall be paid by the district.
If a teacher refuses such a position, their recall position shall be retained and shall not be considered a Voluntary Quit as set forth above.
- e. Teachers on leaves of absence will be given notice of lay-off if they were scheduled to return to work but no position exists because of a lay-off. Such teachers shall be placed on the recall list and given notice of recall consistent with these provisions.
- f. A combined list of employees eligible for recall and return from long-term leave of absence shall be maintained by the Employee Services Department. A copy of this list shall be provided to the Association President upon written request within 10 days.
- g. A teacher who is laid off and who is paid unemployment compensation benefits (associated with their regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that their unemployment compensation plus that annual salary rate will be equal to the rate of salary they/them would have earned for the school year had they/them not been laid off, subject to the following conditions:
 - i. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had they/them been employed the entire school year.
 - ii. The salary earned through employment in the district shall not be less than their salary from the same for a similar period during the preceding school year.
- h. Nothing contained in this article shall obligate the Board to alter schedules to facilitate the recall of teachers after the first day of student classes.

- i. It is understood and agreed that alleged violation of the failure to follow the procedures set forth in the Article above shall be subject to the grievance procedure, including binding arbitration.

ARTICLE 9 DISCIPLINE

- A. No teacher shall be disciplined including warnings, reprimands, suspensions and discharges 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 or any action that may lead to disciplinary consequences. 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, provided that such representation is provided in a reasonable amount of time.
- C. The Board agrees to follow a policy of progressive discipline and due process, which is: 1) verbal warning; 2) written reprimand, and 3) suspension with or without pay, and 4) discharge. The parties acknowledge that the severity of an offense may provide good cause for the acceleration of the above progression of discipline. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- D. The district's investigation guideline may be followed.
- E. The discipline is subject to the grievance procedure outlined in the CBA.
- F. Discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher shall be addressed under the provisions and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq.

ARTICLE 10 PERFORMANCE EVALUATION

- A. Beginning with the 2024-2025 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
 - a. A year-end rating of "effective," "developing," or "needs support."
 - b. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 - c. An evaluation of the teacher's job performance with timely and constructive feedback.
 - d. Clear approaches to measuring student growth with relevant data on student growth.

- e. Multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
 - f. The use of student growth and assessment data as 20% of the year-end evaluation determination
 - i. The teacher shall be allowed to eliminate data attributable to students who meet the following criteria. Before a student growth score is considered for exception, the teacher and administrator will meet to determine and agree upon students that are eligible to be removed from the student growth set. The criteria will include:
 - 1. A student who has not been in Romeo Community Schools for at least one full year.
 - 2. A student who has experienced a family crisis (including but not limited to death of a family member, entrance into foster care, etc.)
 - 3. A student who has been absent greater than 15% of the school year
 - 4. A special education student who is taking an alternate state assessment as designated in their IEP (MI-ACCESS) or is determined to be in an adjusted study program. (This criterion does not pertain to those teachers that are specifically assigned to teach these programs.)
 - 5. A student whose parent has refused or limited school intervention services (Title I, etc.)
 - ii. Y5-12 district aggregate data will be based on NWEA student growth and assessment data. Individual classroom data will be discussed and noted in the year-end evaluation.
 - iii. Growth score data ratings: 50%-100% growth percentage will be rated Effective, 20%-49% Developing, 19% or less Needs Support and the final rating.
 - g. A negotiated year-end evaluation instrument that utilizes other objective criteria for 80% of the year-end evaluation determination.
 - h. Final summative rating, which is reportable to the State of Michigan, will be determined by the following scale:
 - i. 2.5-4.0 Effective
 - ii. 1.5-2.49 Developing
 - iii. 1.0-1.49 Needs Support
- B. Process: The negotiated Performance Evaluation Instrument is 5 Dimensions of Teaching and Learning.
- a. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - i. The teacher shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation.
 - ii. Bargaining unit employees shall not evaluate other bargaining unit employees.

- iii. At least two classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
 - iv. At least two observations must include a review of pupil engagement in the lesson that is observed.
 - v. The observation shall be no less than 15 minutes.
 - vi. If there is no evidence for an indicator in the 5D+ instrument after the first inquiry cycle, the evaluator will note and discuss these indicators with the teacher and observe the teacher to gather evidence for those indicators prior to giving a rating of basic or needing support.
 - vii. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation feedback shall be shared no later than fifteen (15) business days after the observation occurred. The post-observation feedback will be provided in writing.
 - viii. A mid-year performance update shall be provided to any teacher for whom there is a concern that they/them may be rated less than effective.
 - ix. The district may assign more than one observer and/or evaluator for annual evaluation. A teacher, at their request, may request an observation(s) by a different administrator.
- b. The year-end evaluation must include specific performance goals that will assist in the improving effectiveness for the next school year and are developed by the school administrator, or the school administrator designee conducting the evaluation, in consultation with the teacher, that would assist the teacher in meeting these goals. The performance goal data may come from multiple sources, including observational data.
- c. Teachers who are not evaluated in a particular school year for reasons provided under applicable law must be designated as unevaluated. The teacher's rating from the school year immediately before that designation must be used for consecutive purposes.
- d. Once a staggered schedule, agreed upon by the district and the Association is created beginning in the 2024/2025 school year, if a tenured teacher has been rated "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. A year two (2) evaluation may be necessary if concerns arise through classroom observation.

- e. In addition to the above procedures, any teachers rated “needs support” on the year-end evaluation shall be placed on an IDP and shall be provided the following:
 - i. Specifically identified areas that need improvement.
 - ii. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher. Specific performance goals shall be stated in behavioral terms, measurable and observable.
 - iii. Assistance which may include time during the school day, material, resources, training, and/or other support to assist in meeting the goals of the IDP.
 - iv. A mid-year progress report, supported with at least two (2) classroom observations completed no later than February 1st.
 - f. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
- C. Tenured teachers rated “Needing Support” on their annual performance evaluation shall be provided the options for review set forth in Section 1249(2)(l) of the Revised School Code, MCL 380.1249(2)(l).
- D. Training on evaluation system, tools, and reporting forms:
 - a. The Superintendent shall provide rater reliability training for all evaluators as required by law.
 - b. The district may meet with a Performance Evaluation Team yearly to review the evaluation process. The Performance Evaluation Team will include the Association President or designee, one teacher each from elementary, middle school, high school, and district representative.
 - c. Teachers in their first year with the district shall be provided with 5D+ training.
 - d. All teachers shall be trained/refreshed on the 5D+ instrument and process annually.
 - e. Time will be given during PD or staff meetings to complete yearly goals.
- E. A teacher may request union representation at any meeting during the evaluation process.
- F. If a teacher is experiencing difficulties in the performance of their duties and/or may be receiving a rating of “needs support” on the year-end 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.

- G. If the law changes during this contract, the Association and the district agree to discuss the evaluation language. No changes will be made unless both parties agree.

ARTICLE 11 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 their 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 12 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 13
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:
 - a. Evaluations
 - b. 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.
 - c. 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:
 - a. It is signed by the person making the complaint, commendation, suggestion, or evaluation.
 - b. A copy is given to the teacher before a decision is made to place it in the teacher’s file.
 - c. The teacher may write an explanation of the above, which shall become part of the teacher’s personnel file.
- C. Teacher's Access to their 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 their 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 require otherwise. Timely notice will be given to a

teacher, should a request for access to materials in their 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 their 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 their file, such signature shall be understood to indicate their 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
 - a. All requests must be made in writing and include the name and address of the person(s) or organization(s) making the request.
 - b. Once a FOIA request is received by the FOIA Coordinator, the teacher shall be notified and provided with a copy of the FOIA request.
 - c. Once a FOIA request is received by the Board, the teacher shall be notified and provided with a copy of the FOIA request.
 - d. 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.
 - e. The Board shall honor all exemptions to the production of documents contained in and consistent with Section 13(1) of FOIA.
 - f. On any documents that may be released under a FOIA request, all exempt material must be redacted.

ARTICLE 14

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 15
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 ensure 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:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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 their 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

- a. 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.
- b. 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.
- c. The members of the committees are expected to communicate fully and freely with those they represent.
- d. 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 16 TEACHER PROTECTION

- A. It is Romeo Community School's policy to provide a workplace that is safe and free from any hazardous conditions and threatening conduct which intimidates, endangers, or harms persons. Therefore, the district will not tolerate violence or threats of violence of any form by students, parents, and/or other staff in the workplace, at work-related functions, or outside of work, if it affects the workplace and/or a teacher's ability to perform professionally at any building level or has the purpose or effect of threatening the health or safety of all stakeholders whether made in person or by other means. The student Handbook shall be referred to by the district, Administration, Superintendent and/or designee as it pertains to the items discussed in this section.

- B. Any case of threatening communications, verbally, in writing, electronically, in pictures, rendered drawings or by threatening gestures, made toward a teacher(s) by a student, parent or staff while in the performance of official school assignments or outside of such performance, shall be promptly reported to the Administration and Association, in conjunction with submitting a written report/statement. The Building Administration, in turn, shall promptly notify the Executive Director of Employee Services of such actions.
- C. Any case of physical assault or attempted physical assault against a teacher(s), by a student, parent or staff, while in the performance of official school assignments or outside of such performance, shall be promptly reported to the Administration and Association by the teacher(s) in conjunction with a written report/statement. The Building Administration, in turn, shall promptly notify the Executive Director of Employee Services of such actions. Any student, parent or staff who are found to have physically assaulted or attempted to physically assault a teacher in such a manner, shall be subject to discipline and/or reported to the authorities.
- D. Any internet searches made by a student that may be considered a threat to a teacher(s), another student or the district, shall be promptly reported to the Administration and Association by the teacher(s) in conjunction with a written report/statement. The Building Administration, in turn, shall promptly notify the Executive Director of Employee Services of such actions.
- E. When incidents involving threatening actions by a student occur, Building Administration and the appropriate trained staff will follow district protocols to initiate the Behavioral Threat Assessment process. Subject to applicable law, staff, including teacher(s), will work cooperatively to plan for addressing the student behavior and planning for the students return to the regular school program. If a current plan is in place that is proving not effective, the appropriate staff, including teacher(s), and administration shall review and work together to make adjustments.
- F. Administration shall ensure that teacher(s) affected by such incidents receive all the necessary support.
- G. A teacher may use such force as is necessary for self-protection from attack or to prevent injury to another student.
- H. A teacher may exclude a student from a class, subject, or activity for up to one full school day if the student engages in conduct which unquestionably interferes with the education of themselves or other students, or a teacher has good reason to believe a student has engaged in conduct which poses a clear and present danger to themselves or other students.
- I. A student may be withheld from class until the teacher provides Administration with a detailed account of the incident, including any relevant context and concerns. The Administration will review the report and, if necessary, engage in a collaborative discussion with the teacher to determine the most appropriate plan for the student's reintegration.

The student's return to class will prioritize both the well-being of the classroom environment and the student's educational needs. The district is committed to ensuring this process occurs in a timely manner to minimize disruption to the student's education while also ensuring the safety and functionality of the learning environment.

- J. Any complaint made against a teacher by any parent, student, or other person will be promptly called to the attention of the teacher and the complainant identified as determined by the Executive Director of Employee Services. Any complaint not called to the attention of the teacher within one week of administration awareness, may not be used as the basis for any disciplinary action against the teacher, absent good cause as determined by the Executive Director of Employee Services.
- K. 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 teacher shall provide notice to the Administration and Association of such conditions, tasks or events 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.

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.

ARTICLE 17 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.
- E. It is recognized by the Association and the Board that the professional service of the teacher includes such duties as general supervision to preserve the welfare of students at all times.

ARTICLE 18 PAID LEAVES

A. SICK LEAVE

- a. All bargaining unit members covered by this Agreement shall be granted leave for illness and emergencies.
- b. 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.
- c. Each employee shall be notified on their paycheck as to their accrued number of sick days, of which the unused portion shall accumulate from year to year without limitation.
- d. Any bargaining unit member covered by this Agreement not fulfilling their contract, either by resignation or dismissal, will have their sick leave prorated for the year based on the number of full months completed.
- e. 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.
- f. **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 18, Section A.

- g. Quarantine of employee or employee's living quarters shall be considered under sick leave.
- h. 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.
- i. Sick leave days may be used for doctor appointments.
- j. Sick leave days may be used for court subpoenas on non-work-related matters.
- k. 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.
- l. 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.
- m. 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 their condition of health is adequate for the employee to return to work.
- n. 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 the base salary of the teacher.

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.

- o. 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.

B. SICK LEAVE BANK

- a. 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.
- b. 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. Excludes all new teachers in their first year with Romeo Community Schools.
- c. 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.
- d. 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.
- e. 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.
- f. The President of the MEA/NEA Local I - REA shall certify as to the accuracy of the additions to, and deductions from, the bank.
- g. The Association recognizes the responsibility of each member to use sick leave for its intended purpose.
- h. 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. This includes both consecutive and intermittent FMLA absences.
- i. When a teacher returns to work but the same medical issue continues or reoccurs, within the definition of a school year (July 1st through June 30th), the teacher may use the remaining sick bank days available to them.
- j. 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.

- k. The district will be required to pay sick leave benefits for any specific illness, for sixty-five (65) consecutive and intermittent 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 their personal sick leave days for any unrelated subsequent use of sick leave benefits.

C. PERSONAL LEAVE DAYS

- a. 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.
- b. A teacher will not be required to give a reason for the use of a personal leave day.
- c. 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, to extend a holiday break, or vacation period except for extenuating circumstances and shall have the approval of the Building Administrator and Employee Services.
- d. Bonus days shall not be used in conjunction with substitute compensatory days, substitute shortage compensatory days or personal days except with approval of the Employee Services Executive Director.
- e. A teacher taking no more than one (1) sick day in a school year will receive one (1) banked bonus day the following school year. A teacher taking no sick days in a school year will receive two (2) banked bonus days the following school year. Such days shall be accumulated up to five (5). Banked bonus days in excess of five (5) days shall be placed in the individual's sick bank. The use of banked bonus days does not affect attendance and therefore, remain eligible to earn bonus days.
- f. 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 conversion 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

When you convert sick days to conversion bonus days, those sick days are deducted from your sick bank total so there are no double dipping conversion bonus days from items #5 (banked bonus days) and #6 (conversion bonus days) bonus days for payment, each bonus day would be paid out in the amount of 25% of their daily rate and the request shall be submitted by May 15th of each year to the Executive Director of Employee Services. Payment shall be made on the second pay date in June each year.

When circumstances arise and a teacher wishes to use three (3) or more bonus days consecutively, it shall be approved by the Executive Director of Employee Services.

D. SUBSTITUTE SHORTAGE COMPENSATORY DAYS (SSC Days)

- a. Bargaining unit members substituting for another bargaining unit member during their planning period shall choose one of the following two options:
 - i. 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
 - ii. 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:
 - i. Substitute Shortage Compensatory Day may be used on any day except the first five (5) student days and the last (5) student days of the school year unless approved by the Executive Director of Employee Services. 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.
 - ii. 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.
 - iii. 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.

E. PROFESSIONAL LEAVE DAYS

- a. 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.
- b. 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.

- c. 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 their designee.

F. 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:

- a. Granting of sabbatical leaves will be dependent upon the financial conditions of the school district.
- b. 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 ($\frac{1}{2}$).

- c. 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.
- d. The teacher shall be entitled to other benefits provided under regulations of the Board.
- e. 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.
- f. 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.
- g. 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:

- i. 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.
 - ii. For individual research, study, or writing under the direct supervision of the school district.
- h. 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.
- i. The professional employee on sabbatical leave shall not accept outside employment while on such leave, which will interfere with the planned program.
- j. The employee on sabbatical leave shall file periodic reports with Superintendent of Schools as follows:
- i. An initial report describing the plan of study.
 - ii. A mid-semester progress report.
 - iii. 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.

- k. 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:
- i. Previously approved sabbatical leave denied due to lack of funds or qualified replacement.
 - ii. Potential benefit to the district.
 - iii. Previous evidence of professional growth on the part of the employee.
 - iv. Previous leave of absence.
 - v. Date of filing.
 - vi. Years of service in the district.

- l. 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.
- m. 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.
- n. The above policy on sabbatical leave becomes effective with the signing of this contract. Requests for retroactive consideration will not be accepted.
- o. 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.
 - i. 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.
 - ii. The Assistant Superintendent, or the designee, shall serve as chairperson and secretary of the committee.
 - iii. The committee shall recommend no more than three (3) candidates for any single leave. All applications may be rejected if not deemed acceptable.
 - iv. All actions of the Committee shall be passed by a minimum of four (4) votes.
 - v. The Committee shall report their recommendations to the Superintendent within three (3) weeks following the deadline.
 - vi. The Superintendent shall make a recommendation to the Board after giving consideration to the recommendations of the Committee.

G. JURY DUTY

- a. Absence for jury duty service by an employee is recognized by the Employer as approved leave and will not be chargeable to accumulated sick leave. The employee who serves on jury duty shall receive their pay from the employer. The unit member shall submit to the payroll department the endorsed juror fee check.

H. SUBPOENA LEAVE

- a. Absence for court subpoena by an Employee for a work-related matter is recognized by the Employer as an approved leave and will not be chargeable to accumulated sick leave or personal days. The employer agrees to pay the difference between the witness fee and the Employee's regular daily rate. An Employee may use their own accumulated sick

leave or personal days for absences due to a court subpoena on a non-work-related matter.

I. BEREAVEMENT

- a. 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.
- b. Teachers may request additional days per incident using accumulated sick days.

**ARTICLE 19
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

- a. 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.

- b. To be granted a leave an employee must make written application through the Superintendent of Schools or their 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.
- c. 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.
- d. A teacher who accepts full time employment with another school district while on leave of absence will forfeit all rights and accrued privileges.
- e. 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 18, Section A.

**ARTICLE 20
RETURN FROM LEAVES**

A. RETURN FROM LEAVES

- a. Teachers returning from paid leaves shall have such time count as time taught for salary and seniority purposes.
- b. Teachers returning from approved 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.
- c. The recipient of a leave that extends through the end of a school year shall be required to notify the Superintendent or their designee, in writing, of their intent to return or not to return to work the following school year by March 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.

- d. Teachers returning from approved leaves shall return to a position, if the leave is for the balance of the school year or less following placement procedures.
- e. 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.
- f. Teachers must work at least two consecutive years after returning from an unpaid leave before taking an additional unpaid leave.

ARTICLE 21 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 their 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. All new teachers to Romeo Community Schools shall be paid for New Teacher Orientation at the Outside Duty Day Rate.
- G. TEACHERS SHARED BETWEEN BUILDINGS

- a. 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.

- b. 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	

H. INSURANCE

The Board shall provide the following plan options (or similar) for a full twelve-month period for the bargaining unit member and their 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.

OPTION A (for employees needing health insurance)

Hospitalization Insurance, Dental, Vision, Life, LTD, and AD&D

See the district website for the four (4) MESSA health insurance plan options.

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.

Delta Dental Plans

80/80/80: \$1,300

50/50/50: \$1,000

Vision

VSP 3G

Dependent Life

\$10,000/\$5,000

Long Term Disability

\$6,000 Maximum (66 2/3%)

90 Calendar Days Modified Fill Freeze on Offsets

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.

Negotiated Life and AD&D

\$50,000

OPTION B (for employees not needing health insurance)

Option B (for employees not needing health insurance)

Cash-in-lieu of hospitalization coverage, includes dental, vision, life, dependent life, AD&D and LTD.

The Board shall sign an Employer participation agreement. If a minimum of 40 members participates, each member in Option 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.

Negotiated Life and AD&D

\$70,000

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.

I. 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:

- a. 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.
- b. The District and Association agree that the health care coverage as specified in Article 20 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.
- c. 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.

J. 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 by March 1st of the current school year. 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.

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 as stated below 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.

Unused Sick Day Payout Rates;

1 to 100 days – payout 25% of per diem rate

101-200 days – payout 27% of per diem rate

201-300 days – payout 30% of per diem rate

K. 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.

L. 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 22
DEPARTMENT HEADS**

A. SELECTION - SECONDARY

- a. In May of every even year each department will elect a department chairperson. Final selection will be subject to approval by the building administrator.
- b. 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.
- c. A person serving as department chair must be a tenured teacher.

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

C. RESPONSIBILITIES – Middle School – See Appendix IV

D. DEPARTMENTS

- a. *High School*
 - i. English
 - ii. Math
 - iii. Social Studies
 - iv. Science
 - v. Career Technical Education
 - vi. Physical Education
 - vii. World Language
 - viii. Fine Arts (drama)

- b. *Middle School*
 - i. English Language Arts
 - ii. Math
 - iii. Social Studies
 - iv. Science
 - v. Electives (PE/Health/Healthy Living)
 - vi. Career Technical Education (computer technology, STEM, personal finance, accounting, careers).
- c. Art, music, and library will be considered separate K-12 departments.
- d. 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

- a. 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
- b. Each department chairperson may be granted up to five (5) release days per school year for purposes of fulfilling their chairperson responsibilities.
- c. 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 23
PROFESSIONAL RELATIONS COMMITTEE**

The Association President and Superintendent or their 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 24 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 their 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.

- a. Every effort will be made to provide teachers with advance notice of placement and appropriate information related to the child's disability.
- b. The services of appropriate consultants will be made to the classroom teacher depending on availability.
- d. 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.

- e. 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.
- f. Every effort will be made to equalize the number of disabled and medically fragile students in any regular classroom.
- g. 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

- a. 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.
- b. 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. Caseload numbers will be equally distributed amongst other special education teachers when possible.
- c. The Teacher Consultant (TC) position shall receive a \$3,000 yearly stipend prorated based on TC FTE.
- d. Special Education Teachers who are responsible for grade level transitions, i.e. 5th grade to 6th grade, shall be provided a substitute for the purpose of completing the necessary transition documents or be paid at the outside duty day rate for work completed off-site.

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 25 PART-TIME TEACHING/SHARED TEACHING

A. PART-TIME TEACHING

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

- a. Teaching one semester during the school year, either first semester or second semester, at the request of the teacher with approval by the Superintendent.
- b. 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.

- c. Teaching less than five (5) days per week at the request of the teacher with approval by the Superintendent.
- d. 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.
- e. Salary and fringe benefits for part-time teaching will be prorated based on the following:
 - i. 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 their fringe benefits. The teacher would be required to pay the other twenty-five percent (25%).
 - ii. A teacher working fifty (50%) of a full teaching schedule would be paid fifty percent (50%) of their salary and the Board would pay fifty percent (50%) of the fringe benefits.
 - iii. Selection of Plan B will be at no cost to the member. The stipend for selection of Plan B will not be applicable.
 - iv. A teacher teaching one semester only of a school year will have their 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

- a. 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.
- b. 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.
- c. Salary and fringe benefits for shared teachers will be prorated based on the following:
 - i. 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 their fringe benefits. The teacher would be required to pay the other twenty-five percent (25%).
 - ii. A teacher working fifty (50%) percent of a full teaching schedule would be paid fifty percent (50%) of their salary and the Board would pay fifty percent (50%) of the fringe benefits.
 - iii. 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, 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 26
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 affected voluntarily or by the operation of the law, to the extent permitted by law.
- H. 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.

ARTICLE 27

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 their immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing including the Article, section or subsection 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.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish new wage scales or change any wage established in this contract.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. The rights granted school management under the Tenure Act shall not be reviewable under the provisions of this article.

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: _____

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: _____ Date: _____

CONTRACT DURATION

- A. The term of this contract shall be for three (3) years beginning August 30, 2024 through August 31, 2027.
- B. The district shall follow the corresponding pay schedule for the school year. i.e., 24/25 school year aligns with the 24/25 pay schedule.
- C. One hundred (150) days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement.


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

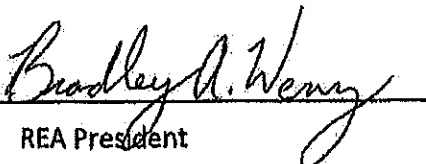
THE BOARD OF EDUCATION
ROMEO COMMUNITY SCHOOLS
COUNTIES OF MACOMB & OAKLAND MI

MEA-NEA LOCAL I
ROMEO EDUCATIONAL ASSOCIATION

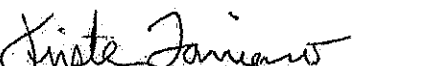
DATE: 10-28-24


DATE: 10-29-2024

BY: 
BOE President

BY: 
REA President

BY: 
BOE Secretary

BY: 
REA Secretary

BY: 
NEA Local I President

APPENDIX I – Salary Schedule

2024-2025 R.E.A. Salary Schedule

STEP	BA	BA+20*	MA	MA+15	MA+30 or ED SPECIALIST	ED SPECIALIST W DOCTORATE
1	\$46,972		\$51,293	\$52,718	\$53,866	\$57,108
2	\$48,877		\$53,789	\$55,221	\$56,501	\$59,917
3	\$51,131		\$56,634	\$58,073	\$59,485	\$63,075
4	\$53,386		\$59,479	\$60,926	\$62,468	\$66,234
5	\$55,641		\$62,324	\$63,778	\$65,452	\$69,393
6	\$57,895		\$65,170	\$66,631	\$68,437	\$72,552
7	\$60,150		\$68,016	\$69,483	\$71,421	\$75,711
8	\$62,405		\$70,861	\$72,335	\$74,405	\$78,870
9	\$64,659		\$73,707	\$75,187	\$77,389	\$82,029
10	\$66,914		\$76,552	\$78,039	\$80,373	\$85,187
11	\$69,169		\$79,398	\$80,892	\$83,358	\$88,346
12	\$71,424		\$82,242	\$83,744	\$86,342	\$91,505
13	\$73,679		\$83,848	\$85,458	\$88,039	\$93,321
14	\$75,152	\$76,451	\$85,525	\$87,167	\$89,801	\$95,187

For the 2024-2025 School Year, pay is retroactive to the first day of the 24-25 school year for teachers.

Teachers slide to the new salary schedule for the 24-25 school year.

2025-2026 R.E.A. Salary Schedule

STEP	BA	BA+20*	MA	MA+15	MA+30 or ED SPECIALIST	ED SPECIALIST W DOCTORATE
1	\$48,731		\$53,182	\$54,650	\$55,832	\$59,171
2	\$50,343		\$55,403	\$56,878	\$58,196	\$61,715
3	\$52,665		\$58,333	\$59,815	\$61,269	\$64,967
4	\$54,988		\$61,263	\$62,754	\$64,343	\$68,221
5	\$57,310		\$64,194	\$65,691	\$67,416	\$71,475
6	\$59,632		\$67,125	\$68,630	\$70,490	\$74,729
7	\$61,954		\$70,056	\$71,567	\$73,564	\$77,982
8	\$64,277		\$72,987	\$74,505	\$76,637	\$81,236
9	\$66,599		\$75,918	\$77,443	\$79,711	\$84,490
10	\$68,921		\$78,849	\$80,380	\$82,784	\$87,743
11	\$71,244		\$81,780	\$83,319	\$85,859	\$90,996
12	\$73,567		\$84,709	\$86,256	\$88,932	\$94,250
13	\$75,889		\$86,363	\$88,022	\$90,680	\$96,121
14	\$77,406	\$78,744	\$88,091	\$89,782	\$92,495	\$98,043

For the 2025-2026 school year – One full-step shall be awarded.

2026-2027 R.E.A. Salary Schedule

STEP	BA	BA+20*	MA	MA+15	MA+30 or ED SPECIALIST	ED SPECIALIST W DOCTORATE
1	\$50,056		\$54,595	\$56,093	\$57,298	\$60,705
2	\$51,350		\$56,511	\$58,015	\$59,360	\$62,949
3	\$53,719		\$59,500	\$61,011	\$62,494	\$66,267
4	\$56,087		\$62,489	\$64,009	\$65,629	\$69,585
5	\$58,456		\$65,478	\$67,005	\$68,764	\$72,904
6	\$60,825		\$68,468	\$70,003	\$71,900	\$76,223
7	\$63,194		\$71,458	\$72,999	\$75,035	\$79,542
8	\$65,562		\$74,447	\$75,995	\$78,170	\$82,861
9	\$67,931		\$77,437	\$78,991	\$81,305	\$86,180
10	\$70,300		\$80,426	\$81,988	\$84,440	\$89,497
11	\$72,669		\$83,416	\$84,985	\$87,576	\$92,816
12	\$75,038		\$86,403	\$87,981	\$90,711	\$96,135
13	\$77,407		\$88,091	\$89,782	\$92,494	\$98,043
14	\$78,955	\$80,319	\$89,853	\$91,578	\$94,344	\$100,003

For the 2026-2027 school year – One full-step shall be awarded

Off Schedule Payment Table				
	2023-2024 STEP #	2024-2025	2025-2026	2026-2027
BA	16	\$1,503	\$1,549	\$1,579
BA	17	\$3,035	\$3,127	\$3,189
BA+20	16	\$1,530	\$1,575	\$1,606
BA+20	17	\$3,090	\$3,183	\$3,246
MA	16	\$1,711	\$1,762	\$1,797
MA	17	\$3,456	\$3,560	\$3,631
MA+15	16	\$1,744	\$1,796	\$1,832
MA+15	17	\$3,521	\$3,627	\$3,699
MA+30 or EDS	16	\$1,795	\$1,849	\$1,886
MA+30 or EDS	17	\$3,627	\$3,736	\$3,811
EDS with Doctorate	16	\$1,904	\$1,961	\$2,000
EDS with Doctorate	17	\$3,846	\$3,961	\$4,041

Teachers currently on Step 14, slide to new salary schedule and remain on step 14

Teachers currently on Step 15, move to Step 14

Teachers currently on Step 16, move to Step 14 plus an off-schedule payment

Teachers currently on Step 17, move to Step 14 plus an off-schedule payment

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

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

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. The district shall recognize the additional credit requirements for School Social Workers, Speech Pathologists, Counselors, and Psychologists (who are hired to work in those positions) to obtain their Master's +15 or Master's + 30 degree for a lane change. i.e., A school Social Worker may require 60 credits to obtain a Master's degree while a Master's degree in education or administration only requires 30 credit hours, therefore, the additional 30 hours for the School Social Worker qualifies for a lane change.

State Continuing Education Clock Hours (SCECHs) and Continuing Education Units (CEUs) 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 or 27 equal payments including checks during July and August.
- B. 21 or 22 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 18-20, 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.

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. 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
1	\$45360
2	\$47880
3	\$50400
4	\$52920
5	\$55440
6	\$57960
7	\$60480
8	\$63000
9	\$65520
10	\$68040
11	\$70770
12	\$73500

APPENDIX II: Section A - Athletics

FALL SPORTS		Volleyball		SPRING SPORTS	
Cheer – Sideline		Varsity Head Coach	10%	Baseball	
Varsity Head Coach	7%	JV Head Coach	8%	Varsity Head Coach	10%
Varsity Assistant Coach	5%	9th Grade Head Coach	7%	JV Head Coach	8%
JV Head Coach	6%	8th Grade Coach [2]	6%	9th Grade Head Coach	7%
JV Assistant Coach	5%	7th Grade Coach [2]	6%	Golf - Boys	
Cross Country		WINTER SPORTS		High School Head Coach	7%
High School Head Coach	9%	Basketball - Boys		Soccer - Girls	
High School Assistant Coach	6%	Varsity Head Coach	11%	Varsity Head Coach	8%
Dance		JV Head Coach	9%	JV Head Coach	6%
Varsity Head Coach	7%	9th Grade Head Coach	8%	9th Grade Head Coach	5%
JV Head Coach	6%	8th Grade Coach [2]	6%	Softball	
Football		7th Grade Coach [2]	6%	Varsity Head Coach	10%
Varsity Head Coach	12%	Basketball - Girls		JV Head Coach	8%
Varsity Assistant Coach [4]	8%	Varsity Head Coach	11%	9th Grade Head Coach	7%
JV Head Coach	8%	JV Head Coach	9%	Tennis - Girls	
JV Assistant Coach [2]	8%	9th Grade Head Coach	8%	Varsity Head Coach	7%
9th Grade Head Coach	8%	8th Grade Coach [2]	6%	JV Head Coach	6%
9th Grade Asst. Coach [2]	8%	7th Grade Coach [2]	6%	9th Grade Head Coach	5%
8th Grade Head Coach	6%	Cheer - Competitive		Track	
8th Grade Asst. Coach [2]	5%	Varsity Head Coach	9%	HS Boys Head Coach	10%
7th Grade Head Coach	6%	Varsity Assistant Coach	6%	HS Girls Head Coach	10%
7th Grade Asst. Coach [2]	5%	JV Head Coach	6%	HS Girls Assistant Coach	7%
Golf – Girls		JV Assistant Coach	5%	HS Boys Assistant Coach	7%
High School Head Coach	7%	Swim - Boys		MS Boys Head Coach	6%
Soccer – Boys		Varsity Head Coach	10%	MS Girls Head Coach	6%
		Diving Head Coach	6%	MS Assistant Coach [3]	5%
Varsity Head Coach	8%	Wrestling		YEAR-ROUND ASSIGNMENTS	
JV Head Coach	6%	Varsity Head Coach	10%	MS Intramurals - Boys [2]	4%
9th Grade Head Coach	5%	Varsity Assistant Coach	8%	MS Intramurals - Girls [2]	4%
Swim – Girls		JV Head Coach	8%	<i>*Annual stipend for running 2 seasons</i>	
Varsity Head Coach	10%	MS Head Coach	6%	Weight room Supervisor	\$11/hr
Diving Head Coach	6%	MS Assistant Coach	5%		
Tennis – Boys					
Varsity Head Coach	7%	<i>** 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.</i>			
JV Head Coach	6%				
9th Grade Head Coach	5%				

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 [5]	\$800	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%
		Theatre Director (per production - 3 max)	5%
		Musical/Vocal Director (per production - 1 max)	4%
		Band Pit Director (per production - 1 max)	3%
		HS Vocal Director	6%
		Other	
		CTE Student Org. Sponsor ^{CTE} (per SO annually)	\$1000
		National Honor Society Sponsor	4%
		National Technical Honor Society Sponsor ^{CTE}	2%
		HS Auditorium Supervisor	\$3000
		HS Robotics Coach ^{CTE}	17%
		HS Student Council	4%
		HS Newspaper Sponsor	2%
		After School Club Sponsor [10]	\$800
		HS Yearbook Sponsor	2%
		HS Yearbook Sponsor (if no class)	4%
		HS Science Olympiad	2%
		9GA Seminar Coach-Building Lead	\$2500
		HS Webmaster	\$2000
		HIGH SCHOOL CO-CURRICULAR	
		HS Large Department Head (8+ teacher FTE)	\$1500
		HS Small Department Head (<8 teacher FTE)	\$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

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 regardless if you are on a semester or trimester. A second check for the remaining half will be paid on the first pay date in June.
2. Those people assigned to Yearbook duties will be paid on the first pay in June.
3. Those persons who are assigned for plays or like productions will be paid at the end of the production.
4. The percent payment schedules shall be based on the years of experience on the Appendix II salary schedule. Credit for previous experience may be allowed up to a maximum of eight (8) years.

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 their subject area meetings), but to ensure meetings are focused, productive, and documented.

Position Name	# of Positions	Stipend
*Department Head (lg)	Math, English, SS, Science, CTE	\$1,500
*Department Head (sm)	WL, PE/Health, Performing Arts, Visual Arts, SE	\$1,000

*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/TEAM LEADS – MIDDLE 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. <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"> ● 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 	<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 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 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 Principal, Coach, and Lead to help ensure student success with academy, school, and district initiatives ● Collaborate to implement cross-curricular PBL ● Seek feedback from team teachers and students about barriers and successes ● Serve as team representative at monthly team lead meetings and advisory meetings ● Attend 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
*Department Head (lg)	(Math, English, SS, Science, STEM)	\$1,500
*Department Head (sm)	(PE/Health, SE)	\$1,000

*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

- f. There shall be a 30-minute Advisory segment in the Middle School schedule.
- g. 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).
- h. 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
Advisory Coach	1	\$2,500
Advisory Captain	3	\$1,000

APPENDIX VI – CALENDARS

Romeo Community Schools

2024-2025 District Calendar

August '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

September '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					

October '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		

November '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

December '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				

January '25						
Su	M	Tu	W	Th	F	S
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	

August 26 Teachers Report – District Welcome and Opening Staff Mtgs.

August 27 Teacher PD Day

August 28 Teacher PD Day

Sept 3 First day of School; ½ day K-12-Teacher PD

Sept 25 Teacher PD Day (No School – all students)

Oct 8 RMS Conferences

Oct 10 RMS Conferences

Oct 16 & 17 RHS Conferences

Nov 6 Teacher PD Day (No School – all students)

Nov 15 End of 1st Tri-Semester, (1/2 Day-K-8)

Nov 20 & 21 Elementary Conferences

Nov 27-29 No School – Thanksgiving

Dec 23-Jan 3 No School – Winter Recess

Jan 20 No School – MLK Day

Jan 23-24 Semester Exams (1/2 Day 9-12)
End of 1st Semester

Feb 5 RMS Conferences

Feb 17-18 No School – Mid-winter Break

Mar 5 Teacher PD Day (no school – all students)

Mar 7 End of 2nd Tri-Semester (1/2 Day – K-8)

Mar 11 RHS Conferences

Mar 12 Elementary Conferences

Mar 24-28 No School – Spring Break

April 18 No School – Good Friday

May 23-26 No School – Memorial Day

June 10 1/2 Day – K-12
Semester Exams (9-12)

June 11 Last Day of School (1/2 Day all students)
Semester Exams (9-12)
End of 2nd Semester/End of 3rd Tri-Semester

February '25						
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	

March '25						
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					

April '25						
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			

May '25						
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

June '25						
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					

	First Day - Teachers		Last day
	Half day K-12		No School
	Half day-K-8		Full day PD
	Half day- 9-12		Conferences
	Holiday		

Romeo Community Schools

2025-2026 District Calendar

August '25						
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						

September '25						
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		

October '25						
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	

November '25						
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						

December '25						
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			

January '26						
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					

August 25 Teachers Report. District Welcome, Opening Staff Mtgs., REA Meeting, Classroom Prep.

August 26 Teacher PD Day

August 27 Teacher PD Day

Sept 2 First day of School; ½ day K-12-Teacher PD (2 hours)

Sept 24 Teacher PD Day (No School – all students)

Oct 7 RMS Conferences

Oct 9 RMS Conferences

Oct 15 & 16 RHS Conferences

Nov 5 Teacher PD Day (No School – all students)

Nov 14 End of 1st Tri-Semester, (1/2 Day-K-8)

Nov 19 & 20 Elementary Conferences

Nov 26-28 No School – Thanksgiving

Dec 22-Jan 2 No School – Winter Recess

Jan 19 No School – MLK Day

Jan 22-23 Semester Exams (1/2 Day 9-12)
End of 1st Semester

Feb 4 RMS Conferences

Feb 16-17 No School – Mid-winter Break

Mar 4 Teacher PD Day (no school – all students)

Mar 6 End of 2nd Tri-Semester (1/2 Day – K-8)

Mar 10 RHS Conferences

Mar 11 Elementary Conferences

Mar 30-Apr 3 No School – Spring Break

April 3 No School - Good Friday

May 22-25 No School – Memorial Day

June 9 1/2 Day – K-12
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

February '26						
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

March '26						
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				

April '26						
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					

May '26						
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					

June '26						
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				

	First Day - Teachers		Last day
	Half day K-12		No School
	Half day-K-8		Full day PD
	Half day- 9-12		Conferences
	Holiday		

Romeo Community Schools

2026-2027 District Calendar

August '26						
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					

September '26						
Su	M	Tu	W	Th	F	S
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			

October '26						
Su	M	Tu	W	Th	F	S
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

November '26						
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					

December '26						
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		

January '27						
Su	M	Tu	W	Th	F	S
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						

February '27						
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						

March '27						
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			

April '27						
Su	M	Tu	W	Th	F	S
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	

May '27						
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					

June '27						
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			

August 24 Teachers Report. District Welcome, Opening Staff Mtgs., REA Mtg., Classroom Prep.

August 25 Teacher PD Day

August 26 Teacher PD Day

Sept 1 First day of School; ½ day K-12-Teacher PD

Sept 23 Teacher PD Day (No School – all students)

Oct 6 RMS Conferences

Oct 8 RMS Conferences

Oct 14 & 15 RHS Conferences

Nov 4 Teacher PD Day (No School – all students)

Nov 13 End of 1st Tri-Semester, (1/2 Day-K-8)

Nov 18 & 19 Elementary Conferences

Nov 25-27 No School – Thanksgiving

Dec 21-Jan 1 No School – Winter Recess

Jan 18 No School – MLK Day

Jan 21-22 Semester Exams (1/2 Day 9-12)
End of 1st Semester

Feb 3 RMS Conferences

Feb 15-16 No School – Mid-winter Break

Mar 3 Teacher PD Day (no school – all students)

Mar 5 End of 2nd Tri-Semester (1/2 Day – K-8)

Mar 9 RHS Conferences

Mar 10 Elementary Conferences

Mar 29-Apr 2 No School – Spring Break

April 16 No School – Good Friday

May 28-31 No School – Memorial Day

June 8 1/2 Day – K-12
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

	First Day - Teachers		Last day
	Half day K-12		No School
	Half day-K-8		Full day PD
	Half day- 9-12		Conferences
	Holiday		

CALENDAR

- A. Marking period and conference dates will be mutually agreed to by the Board and the Association.
- B. 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.
- C. 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.
- D. Records day shall be ½ day for students: full day for teachers with the option to work off site. Unless under emergency situations, there will not be any meetings before or after school. In case additional records day needs to be added, the work off site language shall apply.
- E. 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.

- F. 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.

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 year through the day before the first such day of the next year.

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.

- A. 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.
- B. 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 their 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.)

- C. 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.
 - i. 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.

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