

***Master Agreement***

***Between***

***The Board of Education***

***Of***

***The School District***

***Of***

***The City of River Rouge***

***And***

***The River Rouge Education Association/MEA***

***2007 - 2011***

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## **AGREEMENT**

This Agreement is made and entered into this 22<sup>nd</sup> day of August, 2007, effective beginning September 1, 2007, by and between the Board of Education of the School District of the City of River Rouge (hereinafter called the "Board") and the River Rouge Education Association (hereinafter called the "Association").

### **PREAMBLE**

The River Rouge Education Association and the Board of Education of the School District of the City of River Rouge hereby affirm their mutual interest in the development of educational programs of the highest quality consistent with community resources, for the benefit of the students and the River Rouge School District community and their recognition of teaching as a public trust and a professional calling.

### **WITNESSETH**

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to wages, hours, terms and conditions of employment, it is hereby agreed as follows:

### **ARTICLE 1**

#### **RECOGNITION**

##### **Section 1.**

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 370, Public Acts of Michigan 1965, for all certified teaching personnel under contract, or on leave, for purpose of collective bargaining with respect to rate of pay, wages, hours and other terms and conditions of employment.

##### **Section 2.**

The term teacher when used hereinafter in this Agreement shall mean all certified teachers, including Counselors, Therapists, Psychologists, Social Workers, School Nurse, Student Health Care Consultant and permanent substitutes who hold a valid contract with the River Rouge School District; but shall not include Superintendent; Principal; Assistant Principal; Director of Guidance and Counseling; Director of Special Services; Director of Athletics, Physical Education and Recreation; Director of Federal Projects; Child Accounting Coordinator; Special Education Coordinator; or other Supervisory and Administrative Personnel.

##### **Section 3.**

The Board agrees not to negotiate with any teachers organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this Agreement for the duration of this Agreement. Nothing contained herein shall be construed to prevent the Board or its designated representative from meeting with any teacher or group/s of teachers for the purpose of hearing and discussing their views, provided that all grievances shall be handled in accordance with the grievance procedures as set forth in this Agreement.

## ARTICLE 2

### BOARD RIGHTS AND RESPONSIBILITIES

#### Section 1.

Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the River Rouge School District, and to direct its employees as conferred by the Laws and Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School System, including, but not expressly limited to the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;
- (b) to hire all employees, and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- (c) to establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board;
- (d) to provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;
- (e) to determine class schedules, hours of instruction, and the duties, responsibilities and assignments of teachers;
- (f) to initiate and implement innovative and technological approaches in the educational program.

The exercise of all the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only the terms of this Agreement and applicable provisions of the law.

#### Section 2.

All rules and regulations adopted by the Board pursuant to Section 1 of this Article shall be published and made available to members of the Bargaining Unit.

## ARTICLE 3

### TEACHER RIGHTS AND RESPONSIBILITIES

#### Section 1.

Nothing in this Agreement shall be construed to deny a teacher's rights under the Michigan General School Laws or the Michigan Tenure Laws.

#### Section 2.

The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in, or participation in the activities of the Association.

#### Section 3.

All teachers will be notified of any complaint concerning their performance or actions. An appropriate administrator shall discuss the complaint with the teacher, and, if necessary, shall arrange for a conference to resolve the difference. Nothing shall be placed in a teacher's personnel file unless it was first discussed with the teacher and the teacher receives a copy of such. The teacher shall have a right to respond in writing to that which is placed in the personnel file and have such response attached to the material in the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean an agreement with the content of the material. If there is no recurrence of the action precipitating the written material within eight years of the most recent action, then all materials relating to the action shall be removed from the teacher's file, upon the teacher's request.

#### Section 4.

The teacher shall have the right to see his/her personnel file, excluding credentials and references from the university and other sending agencies which has prescribed such as confidential.

#### Section 5.

The Board grants the Association the right to the reasonable use of school premises for its professional and business meetings per written request made by the Association and approved by the Superintendent or his/her designee. The Association agrees to pay any overtime costs for special facilities, which may be incurred by the Board.

#### Section 6.

The Board shall designate a bulletin board or an adequate portion thereof in each school for the posting of Association business notices and social announcements. All such notices and announcements shall contain the signature of an Association official.

#### Section 7.

The Association shall have reasonable access to teacher mailboxes and the interschool mail for notices relating to Association business.

#### Section 8.

The Association and the teachers recognize it is neither their function nor right to assume administrative responsibilities. The teacher recognizes his/her responsibility to uphold, and thereby agrees to uphold, all policies, rules, and regulations promulgated by the Board that are not inconsistent with this Agreement.

### **Section 9.**

Any teacher who is unable to be present for any portion of any given school day shall notify the individual designated by the Board as early as possible, but in no event later than 6:30 a.m. for teachers on the normal teaching schedule or late flexible schedule and 5:30 a.m. for teachers on the flexible (zero hour) schedule in order that arrangements for a substitute can be made. To report such absence the teacher shall call into a central call in system or building designee established by the Board.

- (a) All teachers shall have daily lesson plans. Emergency lesson plans and alternate records must be readily available for use by the substitute teacher.
- (b) Teachers who are absent and who do not provide adequate lesson plans and means of recording attendance for use by the substitute teacher shall be given one (1) warning during any school year. Subsequent occurrences shall result in the following penalty:
  - (1) The usual deduction of (1) leave day for the day missed, and
  - (2) From that leave day will be deducted the cost of the substitute for that day.  
The cost shall not exceed the rate of a daily substitute.
- (c) The teacher's daily lesson plans, up to and including current day, shall be available for review as a hard copy, at all times during the teacher's workday. At a minimum, these plans shall include all sections as presented in Appendix F. It is suggested that lesson plans reflect appropriate benchmarks. Lesson plan presentation may vary from teacher to teacher depending on grade, level and subject taught.
- (d) Within the first two (2) weeks of school each building administrator will go over lesson plan format (see Appendix F) with all teachers. Teachers will not be disciplined for lesson plans nor evaluated upon plans until this review has taken place.

### **Section 10.**

If a teacher shall fail to notify the building principal or his designee that he/she will be absent in accordance with the provision of this article, the Board shall deduct from the salary of the teacher an amount equal to one day's pay for each day without notification, as designated in Section 9, except in case of emergency.

### **Section 11.**

If a teacher is late in reporting for work after two tardies per semester, the Board shall deduct from the salary of the teacher an amount equal to one-sixth of the teacher's daily pay. The Board shall have the option to exclude a teacher for the remainder of the day if he/she reports one hour or more beyond the beginning of normal classroom hours.

### **Section 12.**

In order to provide for the continuing health protection of our students and other school personnel, it shall be the responsibility of all teachers upon initial employment to provide the Board with a statement from a medical doctor or osteopathic doctor certifying that his/her health is adequate for the performance of his/her assigned duties.

### **Section 13.**

The management of students immediately before, during and immediately after the school day is an integral part of every teacher's professional responsibility, and therefore all teachers shall take appropriate action to promote conditions in school buildings and on school property which are conducive to good discipline.

**Section 14.**

When any pupil creates a serious disturbance or otherwise refuses to adhere to reasonable standards of conduct in the teacher's classroom, the teacher shall keep a disciplinary behavior log of that student's conduct on a form supplied by the administration. If a pupil is sent to the office a copy of the student's disciplinary behavior log will also be sent. The Administrator shall, after investigation and consultation with the parties, determine the appropriate action to be taken. The teacher shall be advised of such action in writing.

**Section 15.**

Teachers shall observe all rules concerning discipline of students as are established by the Board and consistent with Public Act 290 of Michigan Public Acts, 1964. In the event criminal or civil proceedings are brought against any teacher in which it is alleged a teacher has committed an assault in the course of his employment, the Board or its designee will conduct an investigation and determine whether or not it will furnish counsel for such teacher. In the event the Board does not offer to furnish counsel and the teacher is found ultimately not guilty, the Board will reimburse the teacher for legal counsel fees expended in an amount not to exceed the sum recommended as the then applicable minimum fee by the State Bar of Michigan. The Board may require reasonable evidence of the legal fees actually paid or payable by the teacher, excluding any legal fees paid or payable by insurance.

**Section 16.**

No teacher shall be disciplined (including warnings, reprimands, suspensions, adjustments of compensation, reductions in rank, or discharges) without just cause.

**Section 17.**

Instructional aides (non-certified) may be used in the classroom or in the building for special programs or special needs. Their assistance must supplement and compliment the instructional staff.

- (a) The building administrator will be responsible for the selection and replacement of aides. However, assignments will be discussed with any teacher involved.
- (b) An instructional aide shall be supervised by the teacher(s) to whom aide is assigned. Teacher(s) to whom aides are assigned shall have full authority to direct the activities of the aides. The teacher and administration will collectively evaluate the effectiveness of the aides, and to make recommendations as to continued employment status for the aides.

**Section 18.**

The Association and the Administration encourage teachers to attend extra-curricular events, particularly those events scheduled within their buildings.

## ARTICLE 4

### TEACHER EVALUATION

**Definitions:**

**Observation:** A short, casual visit to the worksite or an observation made in passing by the classroom or worksite.

**Planned observation:** An observation includes observation of at least thirty (30) minutes or the total lesson presentation if it is less than thirty (30) minutes.

**Evaluation:** A complete evaluation cycle that includes pre-observation conference, observations, planned observation, post observation conference, etc.

1. The parties agree that it is the duty of the administration to evaluate all bargaining unit members. The purpose of the evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties.
2. Bargaining unit members shall be evaluated only by a school district administrator or superintendent's designee.
3. Each bargaining unit member shall be notified by September 30 that he/she will be evaluated that year.
4. Only those administrators that hold or have at one time held a valid teaching certificate shall be eligible to evaluate bargaining unit members.
5. If a bargaining unit member is not satisfied with his/her evaluation, he/she may request a second evaluation within ten days of receiving the original, and thereafter shall receive a second evaluation done by a different evaluator.
6. Any kind of observation made with the full knowledge of the bargaining unit member may be used to evaluate the members. The parties agree that the administrator may use verifiable information from another source.
7. By the beginning of the third semester of initial employment each probationary bargaining unit member shall be provided an Individualized Development Plan jointly developed by the administrator and the teacher, and the Individualized Development Plan shall be explained to and discussed with the probationary teacher at a conference called by the evaluator for that purpose.  
(A copy of any teacher's evaluation that is less than satisfactory shall also be provided to the Association President.)
8. An evaluation cycle shall be defined as a pre-observation conference, observations and planned work site observation(s), post observation conference(s) and written evaluation.
9. Each probationary teacher shall have a planned observation twice each school year of the probationary period. The first planned observation shall be completed prior to the completion of the first semester. The two planned observations shall be held at least sixty (60) calendar days apart.



10. Each tenure teacher shall be evaluated at least once every three (3) years.
11. To begin the evaluation cycle, the evaluator shall hold a pre-evaluation conference with the teacher. The purpose of this conference is to review the evaluator's expectations (including those set forth in the IDP, if any), to arrange a planned observation schedule, and to provide a schedule for the entire evaluation cycle. All planned observations shall be scheduled with the teacher in advance.
12. All evaluations, monitoring, or observations of a teacher shall be conducted openly and with the full knowledge of the teacher.
13. No teacher shall have a planned observation during the first or last two (2) weeks of the school year, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled.
14. Within five (5) workdays of each observation the evaluator will meet with the teacher to discuss the observation. This discussion will take place in a personal conference. The evaluator will review his/her observation notes with the teacher. Any unsatisfactory behavior shall be supported by observation and identified by the evaluator. The evaluator will also provide suggestions for remediation.
15. No later than twenty (20) calendar days after the final planned classroom observation of an evaluation cycle of a teacher, the evaluator shall prepare the written evaluation using the evaluation form that appears as Appendix B of this Agreement; and within the same 20 calendar days the completed written evaluation form shall be presented to and reviewed with the teacher in a personal conference called by the evaluator for that purpose. Each rating given by the evaluator on the evaluation form shall be supported by the evaluator's observation. Each written evaluation shall assess and state the teacher's progress in meeting his/her Individualized Development Plan (if any). Any criteria not rated or judged shall be considered satisfactory.
16. There must be no presumption of incompetence with regard to any teacher on the part of the evaluator. Any judgment of incompetence indicated on a completed evaluation form (Appendix B) must not be arbitrary or capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that a teacher has any area that needs improvement, the evaluator shall develop a plan of improvement which:
  - (A) Identifies specifically the area that needs improvement.
  - (B) Provides the teacher with specific, appropriate written recommendations for improvement, which are stated in behavioral terms, measurable and observable.
  - (C) Develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
  - (D) Provide a positive program of assistance that may include materials, resources, consultant services and sufficient time during the school day to implement the recommendation(s) of the evaluator.

17. Any charge concerning the professional competence of a tenure teacher arising out of the evaluation process shall be filed with the Board of Education by April 30.
18. In the event a probationary teacher is not recommended for continuing employment due to professional competence, the reasons for non-renewal shall be consistent with the criteria found in the Individual Development Plan (Appendix B) and the evaluation instrument (Appendix A).
19. In order to use information and evaluations for discipline or discharge the procedural requirements of this article must be used.

## ARTICLE 5

### TEACHER HOURS AND WORKING CONDITIONS

#### Section 1.

The Board and the Association recognize and agree that the teacher's responsibility to their students and their profession entails the performance of duties and expenditures of time beyond classroom hours. It is recognized that a teacher's duties are professional duties and therefore difficult to express in terms of a fixed number of hours per day or week. In fulfilling their professional obligations, teachers shall continue to attend faculty and professional meetings, confer with parents upon reasonable notice, supervise student functions, be encouraged to assist in student extracurricular activities, and perform similar assignments which are a part of their basic professional responsibility.

#### Section 2.

All teachers shall be in attendance during normal school-day hours. Middle School and High Schools hours will allow for flexible scheduling & teacher work day. Each teacher's daily work hours will be continuous unless mutually agreed upon by the teacher and administration. A standard work day will be six (6) continuous hours. A teacher who works an additional class in a permanent capacity will be paid 1/6 of their salary. Flexible scheduling will begin no more than one (1) hour before or extend no more than one (1) hour beyond the standard school day hours. A conference will be held with the teacher and consideration will be given to the teacher's availability before an assignment is made. Standard school-day hours shall be:

- |                                   |                        |
|-----------------------------------|------------------------|
| (a) Elementary School             | 8:10 a.m. to 3:40 p.m. |
| (b) Middle School                 | 7:40 a.m. to 3:10 p.m. |
| (c) Alternative Education Program | 8:10 a.m. to 3:40 p.m. |
| (d) High School                   | 7:40 a.m. to 3:10 p.m. |

#### Section 3.

All teachers shall continue to receive a duty free uninterrupted lunch period of 35minutes.

#### Section 4.

Teachers may be required to attend the following staff meetings.

- (a) Teachers must keep Tuesday afternoons free of other commitments so that they may be available for building, grade-level, staff, system-wide meetings, etc. High school and middle school staff meetings will end by 4:30 p.m. Elementary staff meetings will end by 5:00 p.m. If any of the above mentioned meetings, extend beyond the hours stated in this paragraph the Board shall grant the teachers involved release time for such excess.
- (b) Any request to deviate from the foregoing statement must be made in writing to the Superintendent.

#### Section 5. Released Time for Parent Conferences

The Board and RREA continue to recognize that parent-teacher conferences are the primary form of parent report in the elementary schools and that each parent will have at least one conference per semester for that purpose. In order to enhance the opportunity for parent-teacher conference, schools will be dismissed for one (1) day each semester on a school by school rotating basis.

Parent-Teacher conference days and hours shall be planned by each building administrator in consultation with the building staff. In no case shall the Parent-Teacher conference day extend beyond 7:00 p.m. or exceed the total number of normal workday hours. Teachers shall be notified of the date and schedule of Parent-Teacher conferences at least three weeks in advance.

It is further agreed that teachers will continue to make home calls for the purpose of Parent-Teacher conferences when the parents are unable to attend at the school.

#### **Section 6.**

It is recognized by the Board and the Association that the pupil-teacher ratio is one important aspect of an effective educational program. Therefore the parties agree that every effort will be made to maintain the present system-wide pupil-teacher ratio of approximately 21.1 students per teacher. In computing said ratio, the following categories of certified personnel shall not be included: Administrators, (except Administrative Assistants for the classes they are regularly scheduled to teach), Counselors, Learning Specialists, Social Workers, and other such non-classroom based bargaining unit members.

**Section 7.** The following facilities shall be furnished:

- (a) Adequate off-street parking where possible.
- (b) A separate desk for each teacher with lockable drawer space.
- (c) Adequate chalkboard space in every classroom.
- (d) Suitable locker space for the storage of coats and personal articles.
- (e) Copies, for the teacher's exclusive use, of all texts by the teacher for each of the courses he/she is regularly assigned to teach.
- (f) Attendance books, paper, pencils, pens, chalk, erasers, and other similar materials required in daily teaching responsibility.
- (g) A complete and unabridged dictionary in every classroom (desk type).

#### **Section 8.**

The Board shall continue to furnish adequate lounge, restroom, and lavatory facilities.

#### **Section 9.**

No teacher shall be required to earn additional credit hours as a condition of maintaining tenure or employment under the River Rouge tenure policy.

#### **Section 10.**

The normal weekly teaching load in the middle and senior high school will be not less than twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed five and five-tenths (5.5) hours of pupil contact per day. Assignments to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools shall not exceed twenty-seven and five-tenths (27.5) hours of pupil contact per week. If the normal weekly teaching load exceeds twenty-seven and five-tenths (27.5) hours of pupil contact per week, the teacher will be compensated at the full rate set forth in Schedule B for any portion of an hour beyond twenty-seven and five-tenths (27.5) hours.

#### **Section 11.**

A school site-based committee may not modify provisions of the master agreement in whole, or in part, except by mutual written agreement by the union and the Board.

## ARTICLE 6

### TEACHER ASSIGNMENTS (INCLUDING TRANSFERS)

#### Section 1.

All assignments within a single school building shall be made by the administrator on the basis of qualifications, teaching certificates, and major and minor fields of study. Consideration will be given to teacher preference and seniority.

#### Section 2.

Teachers shall be notified in writing of their teaching programs and schedules for the ensuing year; including the grade and/or subject they will teach and any special or unusual class assignments they will have, under normal circumstances, not later than June 1. Should circumstances or conditions arise which will result in a change in teaching assignments subsequent to June 1, the teacher shall be notified of the change in assignments and the reasons therefore, within two (2) weeks of the decision to change the assignment.

**DEFINITION:** Reassignment shall mean any change of assignment subsequent to June 1.

- (a) Prior to May 15, teachers may request a conference with their principal to discuss their assignment for the next school year. A conference shall be defined as a prearranged meeting.
- (b) If an elementary school assignment for the coming school year spans two (2) grades or more, or is a split assignment, then the principal will initiate a conference with the affected teacher.
- (c) If a high school teaching assignment changes 40% or more, in subject area taught then the principal will initiate a conference with the affected teacher.
- (d) If a teacher is being assigned or reassigned to a different building then the superintendent or his designee will communicate in writing, with the teacher, as soon as the assignment is known. The teacher may request a conference with the superintendent or his designee for additional clarification of the assignment.
  - (1) All teachers reassigned to a different building will be given at least ten (10) calendar days notice.
  - (2) Teachers who are assigned or reassigned to a different building will be given, at their request, one (1) school day for moving and/or orientation purposes. The day will be mutually agreed upon between the teacher and the principal. If the day agreed upon is a vacation day, then the teacher will be reimbursed at the hourly rate set forth in Schedule B.
  - (3) All assignments and reassignments may be effectuated only for reasonable and just cause.

#### Section 3.

Teachers desiring a change in building, grade and/or subject assignment for the ensuing school year shall notify the Board in writing prior to March 1, of the current school year. Such written statement shall include the building, grade and/or subject to which the teacher is currently assigned and the building, grade and/or subject to which the teacher desires to be assigned. A teacher may request a conference with the superintendent or his designee to discuss changes in building assignments.

**Section 4.**

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education courses, and extra duties enumerated in Schedule B, shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District. Consideration shall be given to those with special qualifications for such positions; however, every effort will be made to distribute such assignments on an equitable basis.

**Section 5.**

A. Counselors and special area teachers shall not be used as substitutes during the time that they are regularly scheduled in counseling or in the special areas, such as Art, Library, Music, Gym, etc., unless all means of obtaining a substitute for that day have been exhausted by the building principal; "All means of obtaining a substitute" shall be defined as seeking a substitute in the following order:

1. Available Educational Assistants.
2. Available teachers with "assigned duties".
3. Teachers with preparation time who wish to be included on the substitute list provide funding for substitutes is available.
4. Counselors and special area teachers.

**Note:** They will be assigned a preparation period and will not be asked to substitute during this time unless properly compensated. When counselors and special area teachers are used as substitutes they will be assigned on a rotating basis among that group.

5. Administrative Assistants.
6. Assistant Principal.
7. Principal.

B. Bargaining unit members who have been re-assigned to substitute positions shall have the right to discuss that re-assignment with their building principal and/or designee.

**Section 6.**

At a minimum, teachers must maintain, for at least ten (10) years, all certification that they had at the time that they were initially employed by the district. Upon written request to the superintendent the board will make every effort to permit teachers hired into a special education position, and after having taught in a special education position for five (5) consecutive years, to rotate out for a period of up to two (2) years or more in accordance with the rules of procedure adopted by the Board.

## ARTICLE 7

### REDUCTION IN STAFF

#### Section 1.

In the event that the Board must reduce the number of certificated personnel in its employ, the following criteria will be utilized:

- (a) If reduction is necessary, then probationary teachers with the least seniority will be laid off first, provided there are remaining teachers certified and qualified to fulfill the remaining assignments.
- (b) If further reduction is still necessary, then tenure teachers with the least seniority will be laid off first provided there are remaining teachers certified and qualified to fulfill the remaining assignments. A more senior teacher will be considered qualified to fulfill the remaining assignment, if the more senior teacher has the certification and qualifications for the remaining assignment, in accordance with the definition of qualifications in this Article.
- (c) In recalling teachers whose services have been terminated because of a necessary reduction in staff, the basis for recall shall be seniority within the school system, certification, and qualifications for the available positions.
- (d) When determining qualifications, the Board shall consider the following: teaching majors and minors, specific course work, accreditation requirements or standards, and teaching experience.

#### Section 2.

Tenured teachers terminated under this provision shall, upon written request to the Superintendent prior to Friday before school opening, be placed on the daily substitute list and will be given district-wide priority based upon seniority for positions for which they are certified. When there are no teachers certified for the specific position on the priority list, then the Board shall fill the opening, giving consideration to laid-off teachers of the district.

#### Section 3. Replacement Teacher

When the Board has received written notification that a contractual teacher will need to be replaced for eleven (11) consecutive work days or more, the teacher assigned will be known as a replacement teacher.

- (a) The Board agrees to establish a district-wide priority replacement teacher list composed of laid off tenured teachers.
- (b) These laid off teachers will be placed in priority order according to their seniority provided they give written notification to the Superintendent of their desire to be on the list, prior to August 30. Others will be placed on the list in the order that written notification is received.
- (c) Those on the list will be called, in priority order, when replacement teachers are needed.
- (d) Replacement teachers who are working as replacement teachers will not be called when other replacement teachers are needed. There shall be no bumping rights and a replacement teacher may not accept another assignment while working as a replacement teacher.
- (e) If there are no certified and qualified laid off tenured teachers to serve as a replacement teacher, the Board will select the teacher having the most qualifications for that position with consideration given to senior laid off teachers.

- (f) Replacement teachers, who have previously held positions in the bargaining unit, will be given seniority on a prorated basis rounded to the nearest month. Twenty (20) working days as a replacement teacher equals one (1) month. Seniority accrual will be established at the end of the school year. The Association shall receive accrual documentation for each teacher who worked as a replacement teacher.
- (g) Only replacement teachers that have previously held positions in the bargaining unit shall accrue seniority as replacement teachers.

#### **Section 4.**

Teachers reduced under this article may elect to continue group insurance benefits, if available, at their own expense. Upon recall, teachers shall be credited with all leave days accumulated prior to termination.

#### **Section 5.**

If a reduction of certified personnel is necessary, every effort will be made to notify the Association as early as possible. If a reduction in staff is necessary during the school year, due to financial circumstances, at least two (2) weeks written severance notice will be given to the personnel to be affected.

#### **Section 6.**

Seniority for all certified employees through August 1982, shall be as stipulated on the seniority list dated August 1982. Subsequent to September 1, 1982, the seniority list will be updated using the following criteria:

- (a) Seniority can be earned only by those employees under contract for a certified position or under contract as a school social worker, school psychologist, or as a laid-off teacher serving as a replacement teacher.
- (b) Seniority will be credited on a monthly basis.
- (c) Ten (10) months credit will equal one (1) year.
- (d) No more than ten (10) months accrual can be credited from September 1 through August 31, of each year.
- (e) Seniority shall accumulate during active employment only, and is not earned for extra curricular activities, for per diem substituting, for teaching in the adult education program or summer school, or during an unpaid leave, unless provided for in Article 11.
- (f) New hires shall be ranked in the order of their date of employment. In the circumstance of more than one new hire having the same date of employment, a drawing will be held at the board meeting of hiring to determine placement on the seniority list.
- (g) A seniority list shall be provided to every teacher prior to October 1, of each year.

#### **Section 7.**

In recalling tenure teachers whose services have been terminated because of a necessary reduction in staff, the basis for recall shall be seniority within the school system in a position for which the teacher is certified and qualified.

#### **Section 8 A.**

Teachers will lose their seniority, and right to recall, when they refuse call back to a comparable position. Exceptions will be made for teachers under contract to another school district from which they cannot gain a release.



**Section 8 B.**

Teachers on layoff will have recall rights for up to six (6) years commencing with the 2002-2003 school year.

## ARTICLE 8

### VACANCIES

A vacancy shall be defined as the resulting full school or remainder of school year (of a semester or more) bargaining unit opening that exists after all consideration of teacher requested change of assignments, and reassignments have been completed.

#### Section 1.

- (a) In filling posted vacancies and new positions, the Board shall continue to seek out the best qualified candidates available. All qualified teachers will be given an opportunity to apply for such positions. If, in the determination of the Board or its designee, the qualifications of the candidates are equal, preference will be given to candidates from within the school system.
- (b) When there are laid-off teachers, vacancies will be filled by the most senior laid-off teacher who is certified and qualified or who had previously held the specific assignment, e.g., counseling, art, music, etc. Vacancies that cannot be filled by laid-off teachers shall be posted in the normal manner. Teachers who have been involuntarily assigned/reassigned and who wish to be assigned to another building, grade, and/or subject may make a written request for such assignment to the Superintendent. Such request shall be honored to the extent possible.
- (c) New positions, which were previously not in existence in the school district shall be posted in all instances.
- (d) When determining qualifications, the Board shall consider the following: certification, teaching majors and minors, specific course work, accreditation requirements or standards, teaching experience, evaluations, and attendance records.
- (e) When in the event that the Board of Education is unable to fill a posted vacancy through the channels outlined previously in this section, then the Board shall be permitted to seek out and contract with outside agencies to perform the duties of such posted positions. The Board shall notify the Association prior to seeking contracting with outside agencies. Such vacancies shall be contracted on a semester basis and the position shall remain posted.

#### Section 2.

Vacancies, vacant extra-curricular assignments, and vacant coaching positions shall be publicized in the following manner:

- (a) During the school year – by posting notices in every school office for at least five (5) school days, said notice shall include the initial date of posting. Extra-curricular assignments for a specific building shall be posted only in that building.
- (b) During the summer by mail to the summer address designated by each teacher.

#### Section 3.

Each notice of a vacancy or a new position shall set forth the qualifications for the position. Teachers desiring to apply for such positions shall file applications with the Board within the time specified in the notice. Such application shall set forth the current position of the applicant and his/her qualifications for the vacant position.

#### Section 4.

The Association shall be provided with a copy of all postings for all positions as soon as they are made available in the building.

## ARTICLE 9

### JOB SHARING

#### Section 1.

- (a) A maximum of ten (10) full time positions for the purpose of job sharing may be made available upon recommendation of the Superintendent.
- (b) For the purpose of this agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals. In order for a shared position to be approved, the two (2) individuals must prepare a job sharing proposal using an outline prepared by the Superintendent and agree to such a position subject to the conditions of this article if contracted by the Board.
- (c) The Board may approve shared positions to a maximum of ten (10) per school year dependent upon the following:
  1. The teacher parties not filing for unemployment benefits while employed in a shared position.
  2. When a shared position is terminated, each partner will return to full employment in accordance with Article VII.
  3. Teacher partners may substitute for one another. If a substitute is needed, the partner will be asked first, and compensated at a substitute pay.
  4. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation. Both teachers will attend all parent/teacher conferences.
  5. Job sharing assignments shall terminate at the end of the each school year.
  6. Both parties to a shared assignment must be eligible for continued employment.
- (d) Shared time positions shall be compensated as follows:
  1. The experience and educational step for the teacher shall be the same as he/she would be entitled to if employed on a full time basis. This step will determine the salary from which the salary fraction will be computed.
  2. Seniority shall accrue to a person in a share time position. The seniority shall be prorated on the same basis as the salary. Sick and personal leave shall be prorated according to the fraction of the position for which the person is employed and rounded to the nearest whole number.
  3. The Board will pay the premium for one "set" of fringe benefits (health, dental, vision, LTD, life insurance, etc.). The job sharers may select (in their proposal) the same pro-ration of health benefits as is their pro-ration of salary or, they may select any other division of fringe benefits as they may agree upon.
  4. Teachers shall have the option of carrying the unselected benefits at the group rate. The teacher will pay for unselected benefits he/she chooses and/or his/her pro-ration of selected benefits through payroll deduction.

## ARTICLE 10

### SUMMER SCHOOL

#### **Section 1.**

In the event of a summer school program, a list of proposed teaching positions will be made available to all teachers as soon as practical. Teachers desiring to teach in the summer school program shall notify the Superintendent or his/her designee in writing within ten school days after posting.

#### **Section 2.**

Teachers regularly employed in the School District of the City of River Rouge who are qualified for available summer school positions and who have notified the Superintendent in accordance with Section 1 of this Article shall be given preference in filling summer school teaching positions.

#### **Section 3.**

The rate of pay for summer school teaching positions shall in no event be lower than the hourly rate as set forth in Schedule B.

## ARTICLE 11

### UNPAID LEAVES OF ABSENCE

#### Section 1. General

It shall be the policy of the Board to grant unpaid leaves of absence, subject to the foregoing conditions, for the following reasons: Health, Parental, Military Service, Teacher Corps, and Peace Corps.

- (a) Eligibility for an unpaid leave of absence (excluding Health Leave and Military Leave) shall require a minimum of three (3) years continuous employment by the Board immediately prior to such leave of absence except as provided by law.
- (b) All unpaid leaves of absence shall be arranged for in advance except in case of emergency.
- (c) No extension of a leave of absence or a second leave of absence shall be granted except upon the recommendation of the Superintendent.
- (d) A teacher on an unpaid leave of absence shall retain the following employment rights.
  1. The same position on the salary scale which he/she held prior to his/her leave.
  2. All unused sick leave held by him/her prior to the start of the leave of absence.
- (e) A teacher on an unpaid leave of absence must give written notice to the Superintendent by April 1 of the year the leave expires of his/her intention to return, request an extension, or resign. Failure to furnish such notice may, at the discretion of the Board lead to dismissal proceedings in accordance with the Tenure Act.
- (f) A teacher upon return from an unpaid leave, as listed in this Article, shall be restored to his/her former position or to a position of like nature and status provided that he/she has the seniority to hold the position.
- (g) Unpaid leaves of absence for specific reasons shall be governed by the following provisions as well.
- (h) This section will not apply to leaves of absence requested in accordance with the Family and Medical Leave Act (FMLA). In such cases, the policy, as amended from time to time and adopted by the Board of Education shall govern.

#### Section 2. Health Leaves

Health leaves, when recommended by a physician, shall be granted for a period up to a maximum of one year, including any FMLA leave which shall run concurrently herewith. At the end of such leave, the teacher must either return or resign unless a special extension is recommended by the Superintendent. When the teacher's health permits his/her return the Superintendent shall give him/her an assignment at the beginning of the following school year. Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the teacher to return to his/her duties.

#### Section 3. Parental Leave of Absence

Parental leave of absence shall be governed and granted upon the following conditions:

- (1) A parental leave may be granted for a period of time not to exceed two (2) consecutive semesters including any FMLA leave which shall run concurrently herewith.
- (2) The leave may be granted to a parent upon the birth, adoption, acquisition of a child through marriage or the assumption of legal responsibilities for a family, or at a reasonable time prior to that date to make preparations therefore.

- (3) A parental leave must be requested not less than sixty (60) days prior to the anticipated leave date and shall continue in duration for periods of whole semesters but for a maximum of two (2) semesters.
- (4) A return from parental leave shall occur at the beginning of a new semester as far as is practical and the employee shall notify the Board of Education not less than sixty (60) days prior to the anticipated date of return.
- (5) A parental leave can be terminated at a point in time less than a full semester only upon the mutual agreement of the parties.
- (6) A teacher returning from parental leave shall return to his/her previous positions. Return, at other than semester break, may require temporary assignment until the next semester break.
- (7) A teacher on parental leave shall receive no salary or benefits under this contract during the term of the leave except as provided under the FMLA and/or Board Policies.

#### **Section 4. Teacher Corps and Peace Corps**

Leaves of absence for service in the Teacher Corps or Peace Corps shall be granted for a period not to exceed a maximum of one (1) year subject to the recommendation of the Superintendent.

#### **Section 5. Military Leave**

Any teacher conferred by the salary schedule in Appendix "A" who enters into active duty in the Armed Forces of the United States because:

- (a) He/she is drafted; or
- (b) He/she has reasonable cause to believe he/she is about to be drafted and enlists in order to become placed in a preferred branch of the military service; or
- (c) He/she is recalled in time of national emergency;

Shall be entitled to be reinstated in the position he/she is vacating, or one of like status upon his/her return from active duty, provided the teacher serves only one (1) draft term, the minimum enlistment term, or until the state of emergency is ended and provided also that:

- (1) The position vacated is other than temporary;
- (2) He/she is honorably discharged from the armed services
- (3) He/she applies for re-employment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year, and
- (4) He/she is still qualified to perform the duties of his/her position.

All provisions of this policy shall be in accord with State and Federal laws governing military leaves of absence.

#### **Section 6. Job Saving Leave**

A job saving leave, without pay or fringe benefits, may be granted to eligible teachers for a period of up to one (1) year. An eligible teacher is any teacher not currently on layoff, and whose position may be filled by someone on the list to be laid-off prior to the beginning of the next school year. Teachers shall notify the Superintendent, in writing, of their intent to go on a job saving leave prior to April 1.

(a) A job saving leave must commence at the beginning of the following year, unless earlier termination is agreed to by the Board and the teacher.

(b) When teachers are granted a job saving leave, they shall retain the following employment rights held by them before such leave was granted:

- (1) Accrual of seniority for a maximum of one (1) year.
- (2) All insurance benefits at group rates to be paid by the teacher, if available through the carrier.

(c) In the event a job saving leave extends beyond a year and the teacher wishes to return he/she will be offered a regular teaching contract.

**Section 7.**

Request for other than unpaid leaves of absence specified above, or exceptions to the leave policy will be subject to the approval of the Superintendent and/or as required by law. Leaves of absence required or permitted under the FMLA shall be granted in accordance with the policy on that subject adopted by the Board of Education.

**Section 8.**

Seniority shall accrue for all teachers on unpaid leave of absence up to one year per Section one (1).

**Section 9.**

The parties mutually agree that a FMLA Leave will run concurrently with any leave, paid or unpaid, granted by the Board or its agent. This provision is intended to forego the possibility of "tacking on" an FMLA leave after any other type of extended leave.

## ARTICLE 12

### PAID LEAVES OF ABSENCE

#### **Section 1. Allowable Leave Days**

All certified personnel shall be entitled ten (10) leave days per year on full pay. Three days will be available the Tuesday following Labor Day. One additional day will be available the second pay period of each month November through May.

If the teacher uses more than the allowable one day per month it shall be an unpaid day unless the teacher has accumulated days available for use.

In the event that the service of any teacher is interrupted by reason of discharge, termination, suspension, or leave and said teacher has utilized more allowable leave days than have been accumulated on the monthly basis, then the value of the excess paid for leave days shall be deducted from the last paycheck due to the teacher at the time his/her service is interrupted.

Allowable leave days unused at the end of the school year will be cumulative to a total bank of two hundred (200) days. Allowable leave shall be applied to absences of certified staff for the following reasons:

- (a) Personal Illness
- (b) Family Illness
- (c) Catastrophe
- (d) Religious Holiday

Should allowable leave days be used improperly, such action will result in a loss of pay for the day or the days in questions. Some examples of improper use of leave days would be, but not limited to: Working with or without remuneration (without prior approval of the Superintendent), hunting, fishing, recreational activities, vacations.

It is expressly understood that leave days shall not be used for personal pleasure or to extend a vacation period. The teacher may be asked by the building principal and/or the Superintendent to explain the reason and/or provide reasonable documentation for a leave day requested for a school day immediately before or after a holiday or vacation period. Failure to provide a reason and/or adequate documentation can result in a denial of compensation for the leave day(s) used.

#### **Section 2. Personal Business**

Each member shall be allowed two (2) Personal Business days each year, non-cumulative.

Personal Business Days may be used for personal business (non-profit, as, for example, mortgage closings, legal requirements, etc. in any one school year. Requests for Personal Business Days must be made 48 hours in advance in writing, stating the general nature of the business to be transacted.

It is expressly understood that Personal Business days shall not be used for personal pleasure or to extend a vacation period. The teacher may be asked by the building principal and/or the Superintendent to explain the reason and/or provide reasonable documentation for a Personal Business day requested for a school day immediately before or after a holiday or vacation period. Failure to provide a reason and/or adequate documentation can result in a denial of compensation for the leave day(s) used.



### **Section 3. Bonus Days**

Those individuals employed for the school year who use a combination of five (5) or fewer allowable leave and personal business days in that school year will be awarded a bonus of two (2) additional leave days. This provision pertains to employees hired no later than October 31 of the school year.

Teachers who have accumulated 200 days and use a combination of five (5) or fewer leave and personal business days during each year will receive a bonus of \$400.00 off schedule to be paid the last pay period in June.

### **Section 4. Procedure for Long Term Absence**

- (a) An employee absent in excess of five (5) consecutive days must provide the Superintendent with a doctor's statement regarding the disability and the earliest anticipated date of non-disability. This must be done within fifteen (15) working days of the beginning of the absence.
- (b) Should an employee remain disabled beyond the established earliest anticipated date of non-disability, another statement from the doctor will be required regarding the continuing disability and a subsequent anticipated date of non-disability.
- (c) Notification of expectation to return from an illness or a disability must be given 24 hours or one (1) working day (whichever is greater) in advance if absence is less than 15 days, 48 hours or two (2) working days (whichever is greater) in advance if absence is greater than fifteen (15) days.
- (d) On return to work an employee who has been absent five (5) or more consecutive days shall furnish the Superintendent or designee with a doctor's statement verifying his/her ability to return to work as a condition of returning to work.

### **Section 5. Non-Deductible Leave Days**

- **Court Appearances**

Leave days shall be permitted for court appearances required by subpoena.

- **Bereavement Leave**

No more than five (5) leave days a year shall be permitted at full pay for each death in the immediate family. Immediate family shall include: spouse, children, mother, father, grandparents, father-in-law, mother-in-law, sister brother, grandchildren, any relative living at home.

- **Act of God Day**

If school is closed by an "Act of God" as defined by state law, the day shall not be counted as a deductible sick day or a leave day.

### **Section 6. Leave Due to Compensable Injury**

All teachers employed for either the school year or the calendar year who are absent from duty because of an illness or an injury which is compensable under the Michigan Worker's Compensation Law shall be allowed annual leave on full pay less the amount receivable under Worker Compensation to the extent that the pro-ration of their cumulative leave days will cover.

### **Section 7. Sabbatical Leaves**

- (a) Teachers who have been employed for seven (7) consecutive years may be granted a sabbatical leave for one (1) year or one (1) semester. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid the difference between a substitute's base pay and the salary he/she would have received had he/she remained in his/her position.

- (b) Leaves for professional study, for work on publications, for travel, or for travel combined with study, which, in the opinion of the Superintendent, will improve instruction in the River Rouge Public Schools, or will improve the efficiency of the teacher, shall be considered with the purpose of the sabbatical leave.
- (c) Not more than two (2) percent of the teachers may be granted sabbatical leave in any one year. A teacher desiring a sabbatical leave in the ensuing school year must apply in writing to the Board for said leave prior to March 1 of the current school year.
- (d) Prior to leaving on a sabbatical leave, the teacher shall enter into an agreement whereby he/she shall reimburse the Board for all monies received from the Board during said leave, in the event he/she fails to return to the River Rouge Public Schools upon completion of his/her sabbatical leave.
- (e) A teacher upon return from a sabbatical leave shall be restored to his/her former position or to a position of like nature and status.

### **Section 8. Association Leave**

The Board shall grant seventeen (17) days per year for professional leave with pay to the Association to be used by officers, committee Chairperson, and official delegates of the Association for conferences and workshops, excluding negotiation activities. Said leave days shall not be deducted from the individual sick leave bank and shall be non-cumulative. Approval for Association professional leave days will be granted jointly by the Association President and the Superintendent.

### **Section 9. Jury Duty Leave**

No certificated employee shall suffer loss of pay during an enforced jury duty leave. No leave days will be deducted for a leave of this nature. The teacher will receive the difference between the monies paid by the courts and his/her regular rate of pay. The teacher will agree to make an effort to postpone jury duty assignment until the summer whenever the courts will permit such a postponement.

### **Section 10. Sick Leave Bank**

At the commencement of each school year the school district shall credit to the sick bank two (2) days for each member of the RREA bargaining unit. If there are days remaining at the end of the school year they shall not be carried forward to the next school year.

Teachers who have exhausted their accumulated sick days and have the approval of the sick leave committee shall be entitled to receive additional leave days from the sick bank for a period not to exceed sixty (60) workdays. Days from the bank shall not be granted beyond the time period needed for a teacher to qualify for long term disability.

The sick leave bank shall be administered by the Association. Upon approval of day(s) granted to a teacher from said sick bank, the Association will notify in writing the Superintendent or designee. Payment shall be made within two (2) pay periods from the date of notification. The Superintendent or designee will be notified by the Association of any assessment of days made of its members for the sick bank. Records shall be kept by the Association for the bank. The sick bank shall be governed by a sick bank policy established by the Association, enclosed in the appendix of this contract. The Association shall relieve the School District of any financial exposure due to administration of the Bank. The Union shall bind itself to pay any expenses, cost, fee, obligations or losses of any kind which may rise in connection with any phase of contest. Legal counsel in any contest arising under this provision shall be selected by the Association.

## ARTICLE 13

### GRIEVANCE PROCEDURE

#### Section 1.

A grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure which may be processed under the provision of the Teachers' Tenure Act shall not be subject to the grievance procedure provided in this Agreement.

#### Section 2.

The formal grievance shall be invoked on a grievance form, included herein as Appendix B, which shall be signed by the grievant and an Association representative. If the grievance involves more than one school building, or affects a group of teachers, or the bargaining unit as a whole, the Association may submit directly to the Superintendent.

#### Section 3.

The number of days provided for the presentation and processing of a grievance in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. During the summer vacation period grievances may be processed to the extent possible.

#### Section 4.

All grievances shall be presented in accordance with the following procedure:

**STEP ONE** – The grievance shall be presented to the Building Principal within ten (10) school days of the event or occurrence or knowledge thereof upon which the grievance is based. The principal shall attempt to resolve the matter and shall render his/her decision in writing within ten (10) school days.

**STEP TWO** – If the grievance is not resolved at Step One, the grievance may be submitted in writing to the Superintendent within five (5) school days after the Principal's decision is communicated to the teacher or the Association in Step One. The Superintendent or his/her designated representative, shall meet with the grievant and/or the Association representative within five (5) school days after the grievance is submitted to the Superintendent in writing in an effort to resolve the grievance. The Superintendent or his/her designated representative shall render his/her decision, in writing, within fifteen (15) school days after the date the grievance was submitted to the Superintendent in writing. A copy of the decision shall be furnished to the grievant and to the Association.

**STEP THREE** – If the grievance is not resolved at Step Two, the Association may submit the same to arbitration providing to the Board a written copy of the AAA Demand to Arbitrate within fifteen (15) school days from the date of the Superintendent or his/her designee's written communication of his/her decision under Step Two.

Following the written notice of request for submission to arbitration the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twelve (12) school days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The

expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

**Section 5.**

The Board, or its designee, may request a meeting with the Association to discuss any grievance which it may have under the terms of this Agreement. Such request shall be in writing and shall state the nature of the matter to be discussed. The Board or its designee, and the Association shall meet within five (5) school days after the request is submitted to the Association in an attempt to resolve the grievance. If the matter is unresolved, the Board may submit the unsettled grievance to arbitration in accordance with the limitations and conditions set forth in Step Three of the grievance procedure.

**Section 6.**

The failure of a teacher or the Association to provide to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of an administrator, the Board, or its designee, to render a decision within the time limits specified shall permit the grievant to proceed to the next step.

**Section 7.**

Teachers shall not leave their classrooms to discuss or process grievances unless they have requested and received permission to do so from the building principal, or supervision. Grievances shall be processed and discussed outside classroom-duty hours to the extent possible.

## ARTICLE 14

### STRIKE AND LOCKOUT PROHIBITION

#### **Section 1.**

The Association agrees that during the term of this Agreement it shall not cause, engage in, or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refusal to perform his/her duties in the course of his/her employment.

#### **Section 2.**

The Board agrees that during the term of this Agreement it shall not lock out teachers covered by this Agreement.

#### **Section 3.**

Sections 1 and 2 of this Article shall be suspended during the period in which negotiations are reopened under Section 2 of Article XXI.

Notwithstanding, under the law.

## ARTICLE 15

### CIVIL RIGHTS

#### **Section 1.**

The Association agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status (i.e., single, married, divorced, or separated) and to represent fairly all teachers subject to the terms of this Agreement.

#### **Section 2.**

The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, age, or marital status (i.e., single, married, divorced, or separated) in hiring, placement and assignment of teaching personnel.

## ARTICLE 16

### PROFESSIONAL COMPENSATION

#### Section 1.

The salaries of teachers covered by the terms of this Agreement are set forth in Schedule "A" which is attached to and made a part of this Agreement.

#### Section 2.

All teachers with one (1) or more year/s of experience, hired by the Board after the effective date of this Agreement shall be placed on the proper degree salary schedule at a step determined exclusively by the superintendent of schools, but in no event shall the teacher be placed at a step higher than the fifth step or higher than the number of years of experience, if less than the fifth step.

#### Section 3.

The Board shall continue to make salary adjustments for teachers who are working toward a Master's degree, a second Master's degree or Education Specialist Certificate from an Accredited University. The teacher must submit a plan of study provided by the university and complete it by the end of the sixth year in order to not have the hour's lapse. A teacher shall not be paid for hours that have lapsed.

Salary Credit. After earning the initial eighteen (18) credit hours toward the Masters Degree, the teacher will be paid three-fifths ( $3/5^{\text{th}}$ ) of the differential between the B.A. and the M.A.

The District will pay the bargaining unit member an additional one-fifth of the salary differential when the teacher has earned one-half of the number of remaining credit hours required for the Masters Degree. The District will pay the bargaining unit member the final one-fifth of the salary differential when he/she has completed the Masters Degree.

The Board shall continue to make salary adjustments for teachers who are working toward a second Master's degree, an Education Specialist Certificate or Doctoral Degree from an Accredited University. The board will pay one-fifth of the salary differential for each one-fifth of the required hours that the teacher has completed toward the degree. A teacher shall not be paid for hours that have lapsed.

#### Section 4.

Evidence of additional hours of graduate work will be presented in the form of an official transcript which must be submitted not later than September 30 in order for the teacher to receive additional placement on the salary schedule for the ensuing school year.

#### Section 5.

Upon the retirement, in accordance with the Michigan Public School Employees Retirement Act, or the death of a teacher, the accumulated leave in the teacher's allowable leave bank shall have a cash surrender value of fifty percent (50%) of current salary provided the teacher has taught in the district ten (10) years or more.

When a teacher terminates services in the River Rouge Schools other than for reasons of retirement or death, the accumulated leave in the teacher's allowable leave bank shall have a cash surrender value in accordance with the following table provided the teacher has taught in the District ten (10) years or more.

- All certified personnel employed prior to January 10, 1985, or who appear on the September, 1984 Seniority List fifty percent (50%) of current salary.
- All certified personnel employed after January 10, 1985 with 10-14 years of service 12.5% of current salary, 15-19 years of service 25% of current salary, and 20+ years of service 50% of current salary.

**Section 6.**

A teacher who retired from the River Rouge School District in accordance with the Michigan Public School Employees Retirement Act and received pay for accumulated Sick Leave and who later returns to the employ of the District shall be not eligible to receive pay for accumulated sick days when he/she next leaves the employ of the District.

**Section 7.**

Upon written authorization from the teacher, the school district shall deduct from the salary of any teacher and make appropriate remittance for annuity plans approved by the parties. Such approved plans shall include programs provided by the Michigan Education Financial Services Association. Any new annuity plans must have a minimum of five people in order to be approved.

**Section 8.**

Teachers shall have the following options as to the payment of their annual salaries:

- A. Twenty-two payments, from the start to the end of the work year.
- B. Regular bi-weekly equal payments from the start to the end of the contractual year.
- C. The teacher must make an election related to "A" and "B" above at least two (2) weeks prior to the start of school. Failure to make an election will result in the employee receiving twenty-two (22) pays.
  - (1) Notice must be in writing. This election will remain in force unless the teacher notifies in writing of their desire to elect twenty-two (22) pays.
  - (2) Annual notices are not required.
- D. A teacher cannot change options during the school year.
- E. Effective July 1, 2008, all teachers will be paid through direct deposit.
- F. For only 2007-2008 school year if the school district is closed on pay day, teachers who do not have direct deposit receive their paycheck on the first day the River Rouge School District reopens for business.



**ARTICLE 17**  
**INSURANCE PROTECTION**

**Section 1.**

The Board shall provide all teachers covered by this Agreement with the following insurance protection:

(a) **Life Insurance** (MESSA) \$50,000

(b) **Hospitalization Insurance**

Blue Cross-Blue Shield Community Blue PPO (Plan 1) with coordination of benefits and drug prescription with 10/20 Rx and MOPD

All members of the bargaining unit shall provide all information necessary to implement the coordination of benefits clause.

(c) **Basic Dental Insurance** – designated to pay no less than sixty percent (60%) of scheduled fees for Class I and II services to a maximum of \$1,000.00 annually, and seventy-five percent (75%) of scheduled fees for Class III services to a lifetime maximum of \$750.00 rendered by contracting dentists.

In addition, a 50/50/50 plan with a Class III maximum of \$750.00 shall be provided to those employees who have access to dental coverage from another source. This plan shall provide for both internal and external coordination of benefits (COB).

(d) **Vision Care** – current MESSA VSP2 Plan.

(e) **Long Term Disability Insurance** – 90 day wait, Modified Fill Program, MESSA Carrier, 60% of pay up to \$3,000 monthly. Employees will have the option to purchase Group Short Term Disability with MESSA as carrier through payroll deduction. The Association agrees to waive the Board Policy of granting additional sick leave.

(f) **Preferred Prescription Provider**

The parties agree to adopt a preferred prescription provider plan for BC/BS subscribers. The plan must be equivalent to current level of coverage.

(g) **Previously Retired Employees** (excepting those referenced in Sections 3 and 4, below). The District shall pay to a member who is employed full time in the District and is qualified to receive and is receiving health insurance coverage under the Michigan Public School Employee Retirement System (MPSERS) the monthly premium charged to the member by MPSERS.

**Section 2.**

For those employees covered by this agreement, except those covered under Section 1, G. above, and who do not elect health insurance coverage, as provided in Section 1 (b) of this article, the Board shall provide a MESSA fixed option insurance program (provided MESSA will write the program) which includes:

(a) MESSA Vision Care Plan – VSP/3

(b) Delta Dental Plan 80/80/80

(c) Life Insurance for:

Spouse \$25,000

Each dependent child \$12,500

(d) Cash option of \$2,400 paid over twenty (20) equal pays.

**Section 3.**

For those teachers who retired during the 1983-84 school year only, who worked in the District at least ten years prior to their retirement, and receive fully subsidized health insurance coverage under the Michigan Public School Employees Retirement Act, the Board agrees to pay the actual expenses for health insurance premium for the retired employee only. The retired employee will be reimbursed annually after presenting his/her receipts to the Superintendent. The receipts must be presented in September or October of each year. This provision specifically terminates on August 31, 1984, and the parties agree that this does not succeed the expiration of the contract and is null and void on or after August 31, 1984.

**Section 4.**

For those teachers who retire between September 1, 1984 and August 31, 1986, who worked in the District at least ten years prior to their retirement, and receive fully subsidized health insurance coverage under the Michigan Public School Employees Retirement Act, the Board agrees to pay the actual expenses for health insurance premium for the retired employee and spouse only. In the event of the death of the retired employee covered by this section, the Board will continue to pay the actual expenses for the health insurance premium of the spouse. The retired employee will be reimbursed annually after presenting his/her receipts to the Superintendent. The receipts must be presented in September or October of each year. This provision specifically terminates on August 31, 1986, and the parties agree that this does not succeed the expiration of the contract and is absolutely null and void on or after August 31, 1986.

**Section 5.**

In order to avoid unnecessary duplication of Health Coverage, when two Bargaining Unit Members are eligible for two-party or family coverage, one member shall select hospitalization as provided in Section 1 (B) of the Article, and the other shall be covered by that policy and receive benefits as provided under Section (2) of this Article.

**Section 6. Section 125 Cafeteria Plan**

- A. The District shall adopt a qualified plan under Section 125 of the internal revenue code (a "Cafeteria Plan") which provides to bargaining unit members:
  - 1. Cash option plan (cash in lieu of health insurance)
  - 2. Medical reimbursement account for non-covered health expenses and dependent care.
  
- B. Bargaining unit members who are eligible to receive, but do not elect, the health insurance coverage provided by the district shall receive \$2,400 each year, and the dental, vision, long term disability, and life insurance. The cash shall be paid monthly over 10 months, beginning in September of each year (20 payments). An employee selecting this option must show proof of alternative coverage each enrollment period.
  
- C. Bargaining unit members electing the reimbursement account shall do so through a salary reduction agreement.

- D. An eligible bargaining unit member who chooses the cash option in lieu of health insurance may elect to receive the health insurance at any time during the year if there is a change in circumstance, for example: the member's spouse loses health insurance coverage; the member gets separated or divorced and loses health insurance coverage. When there is a change which necessitates the member selecting health insurance, the member shall receive a pro-rata portion, only, of the cash.
- E. The above plan will become effective at the beginning of the 1998-99 contract year.
- F. Funds unexpended at the end of each year shall be donated to the River Rouge Education Association Scholarship Fund.

**ARTICLE 18  
MISCELLANEOUS**

**Section 1.**

Continuing contracts, once granted to a teacher by the River Rouge Board of Education, shall remain in force until the teacher is discharged through the regular procedure as outlined in the Michigan Tenure Act, Act Number 4 of the Michigan Public Acts of the First Extra Session of 1937, as amended.

**Section 2.**

The Board shall continue to foster in-service training programs for certified staff members in the School District of the City of River Rouge. Mandatory attendance of teachers at in-service training programs may be required when such meetings are held during normal school hours. At the RREA President's request an ad hoc committee of RREA and Board representatives will convene to discuss and recommend in-service needs.

**Section 3.**

Staff members or other representatives of the Association shall be permitted to visit school premises for the purpose of investigating and processing grievances provided they do not interfere with classroom activities. Any staff member or representative desiring to visit school premises shall first receive permission from the building principal and shall advise the principal of the reason for such visit.

**Section 4.**

Any teacher who is transferred to a supervisory or administrative position and who later returns to teacher status shall be entitled to such rights at the time of his/her return as he/she would have had under this Agreement had he/she remained as a teacher.

**Section 5.**

In the event of the absence of a teacher in excess of five (5) consecutive working days, the Board shall require the teacher to furnish the Board, or its designee, a certified statement by a recognized physician regarding said illness.

**Section 6.**

For the protection of the students, the Board may require the teacher to file with the Superintendent a statement, signed by a recognized physician that said teacher is free from any communicable disease.

**Section 7.**

The Board may continue to grant five (5) days per year with full pay to enable teachers to attend, either at the request of or with the advance approval of the Superintendent, workshops, seminars, conferences or other professional improvement sessions. The Board may pay reasonable expenses incurred by the teacher in attending such professional improvement sessions, which in any event shall not, in the aggregate, exceed the following maximums set forth below:

- (a) Conferences within a 500 mile radius of River Rouge - \$200.00
- (b) Conferences within a 1000 mile radius of River Rouge - \$300.00
- (c) Conferences within a 1500 mile radius of River Rouge - \$400.00
- (d) Conferences outside a 1500 mile radius of River Rouge - \$500.00

Membership in the sponsoring organization shall be a prerequisite for attendance at any national conference or convention. That conference request must relate directly to the teacher's job assignment. Lists of conferences, if received by the administration, will be shared with the professional staff for the purpose of improving the instructional program.

### **Section 8. Pay Deductions**

The Board agrees to deduct Association dues or service fees from the salaries of those teachers who individually and voluntarily authorize such deductions in writing. Individually executed authorization forms shall be filed with the Board. Dues shall be deducted monthly and remitted to the Association under such conditions as the Board and the Association shall establish. The Association shall hold the Board harmless on account of any Association dues deducted and remitted to the Association pursuant to this Section.

### **Section 9. Union Security**

- A. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit.
- B. All full-time employees in the bargaining unit and all new employees, shall, on the thirtieth (30<sup>th</sup>) day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:
  - (1) Remain or become members of the Association, or
  - (2) Pay to the Association an amount of money equal to the total amount of dues only paid by a member of the Association including the dues paid to MEA and NEA.
  - (3) Teachers who choose to pay their moneys in a lump sum shall be required to pay the full amount no later than December 1<sup>st</sup>.
  - (4) Employees in noncompliance with this Section, shall be notified that mandatory payroll deduction shall occur commencing with the next scheduled pay period, provided the Association has complied with the following:
    - (a) By sending written notice to the employee, with copy of same to the Board, that he/she has an obligation to tender dues service charge, the reasonable date for such obligation, the amount of such tender and to whom such tender is to be made.
    - (b) By sending written notice to the employee (copy to the Board) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a request for mandatory payroll deduction was being made to the Board.
    - (c) By stating in the request for mandatory payroll deduction that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations, that it is an official request of the Association, and that the "save harmless" clause, set forth in this Section, shall be put into effect.
- C. The interpretation, application, administration and enforcement of this Section shall be in accordance with Michigan Public Employees Relations Act, or as construed by the Michigan Supreme Court, or United States Supreme Court.
- D. Application for Membership: As a condition of employment, the Association cannot deny an employee membership or the right to pay the service charge if he/she has tendered payment.
- E. If an employee shall leave the employ of the Board before the completion of his/her deductions, his/her obligation under the Section ends on the last day of the month

his/her employment is terminated, and the Association will hold the Board harmless for any collection of dues or service fees remaining.

F. As a condition of the effectiveness of this Section, the Association agrees:

To indemnify and save the Board, each individual School Board member, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, actions taken by the Board for the purpose of complying with this Section.

It is understood, with reference to this Section, that the Association shall have the exclusive right to select legal counsel to represent anyone or all defendants provided that if a defendant, co-defendant, or third (3<sup>rd</sup>) party defendant chooses to select other legal counsel, the Association shall have no obligation to pay fees and/or other cost of said counsel.

- G. For the purposes of this Section, a full time employee shall be defined as an employee who signs a contract for a bargaining unit position. If an employee is employed for a fraction of the school year, then his/her obligation under this Section will be determined by dividing the number of months employed by ten and multiplying this fraction times the Association annual dues.
- H. If, at any time during the duration of the Contract, the Association authorized, causes, or engages in or sanctions any strike or work stoppage of any kind, or if there is a refusal to perform the duties of employment by any employee or employees, then this Section shall become null and void and inoperative during the life of this Agreement.
- I. The Board will notify the Association of any changes (terminations, leaves, etc.) of Bargaining Unit members within ten (10) days of said changes so that the Association may alter its current membership list.

#### **Section 10.**

Copies of this Agreement shall be provided for all teachers, the Board and other interested parties. Expense of printing shall be shared equally by the Association and the Board.

#### **Section 11. Maintenance of Standards**

- (a) All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or implied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- (b) The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.
- (c) The Maintenance of Standards Clause will not apply to federal projects of the River Rouge School System.

#### **Section 12.**

Leadership for instructional improvement, through experimental programs, use of multi-texts, and/or innovative instructional techniques may be provided by any member of the staff. Such efforts are specifically encouraged, but must be planned carefully and coordinated with all involved staff members through the building principal.

**Section 13.**

The rate of pay for Adult Education teaching positions shall be the hourly rate as set forth in Schedule B.

**ARTICLE 19  
AMENDMENT**

**Section 1.**

This Agreement may be amended in writing by mutual agreement. All amendments are subject to ratification by the Board and the Association.

**ARTICLE 20  
INVALIDITY**

**Section 1.**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to State and Federal Law, such provision by law, but all other provisions or applications shall continue in full force and effect.

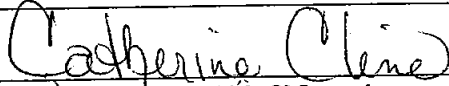
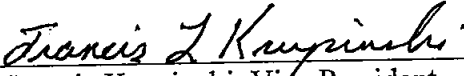

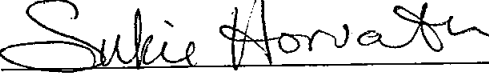
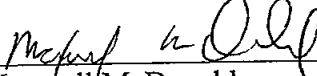
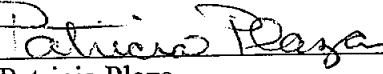

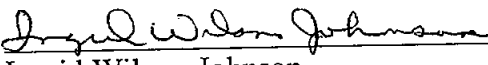


**ARTICLE 21 – DURATION**

**Section 1.** This Agreement shall become effective as of **August 22, 2007 and shall remain in full force and effect until August 31, 2011**, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate the same is given by either party to the other at least ninety (90) days prior to **August 31, 2011** or ninety (90) days prior to any subsequent August 31<sup>st</sup>. Such written notice shall be sent by registered mail and shall specify the desired changes.

**Section 2.** Schedule A, Teacher Salary Scale and Schedule B, Supplemental Pay Scale shall remain in effect during the life of this Agreement, provided, however, that upon written notice (specifying the changes desired) to the other party on or prior to **March 31, 2011**, either party may reopen negotiations of said Schedules; all fringe benefits, agency shop, and all sub-agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

<b>BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE</b>	<b>RIVER ROUGE EDUCATION ASSOCIATION/MEA</b>
<hr/> William White, President	 Catherine Cline, Chief Negotiator
 Francis Krupinski, Vice President	 David Kocbus, President, RREA
<hr/> Marcella Green-Cora, Secretary	 Sukie Horvath
<hr/> William Watson, Treasurer	 Maxwell McDonald
<hr/> Sam Arapakis, Trustee	 Patricia Plaza
 Cornelius Cooper, Trustee	<hr/> Nancy Czarnecki, MEA UniServ Director
 Ingrid Wilson-Johnson	<hr/>

**SCHEDULE A  
TEACHERS SALARY SCHEDULE**

**Teachers Salary Schedule 2007-2008**

STEP	BA	MA	MA2	PHD
0	40,471	44,918	49,589	54,481
1	43,855	48,345	53,017	57,911
2	47,168	52,083	56,749	61,644
3	50,788	55,816	60,490	65,390
4	54,058	59,554	64,230	69,251
5	56,595	63,283	67,959	72,849
6	59,464	67,023	71,701	76,588
7	62,357	70,761	75,430	80,324
8	65,155	74,716	79,387	84,282
9	68,492	80,501	85,167	90,062

**Teachers Salary Schedule 2008-2009 (1%)**

STEP	BA	MA	MA2	PHD
0	40,876	45,367	50,085	55,026
1	44,294	48,828	53,547	58,490
2	47,640	52,604	57,316	62,260
3	51,296	56,374	61,095	66,044
4	54,599	60,150	64,872	69,944
5	57,161	63,916	68,639	73,577
6	60,059	67,693	72,418	77,354
7	62,981	71,469	76,184	81,127
8	65,807	75,463	80,181	85,125
9	69,177	81,306	86,019	90,963

**Teachers Salary Schedule 2009-2010 (1.5%)**

STEP	BA	MA	MA2	PHD
0	41,489	46,048	50,836	55,851
1	44,958	49,561	54,350	59,367
2	48,354	53,393	58,176	63,194
3	52,065	57,220	62,011	67,035
4	55,418	61,052	65,845	70,993
5	58,018	64,875	69,668	74,681
6	60,960	68,709	73,504	78,514
7	63,925	72,541	77,327	82,344
8	66,794	76,595	81,384	86,402
9	70,215	82,526	87,309	92,327

**Teachers Salary Schedule 2010-2011 (2%)**

STEP	BA	MA	MA2	PHD
0	42,319	46,969	51,853	56,968
1	45,857	50,552	55,437	60,555
2	49,321	54,461	59,340	64,458
3	53,107	58,364	63,252	68,375
4	56,526	62,273	67,162	72,413
5	59,179	66,172	71,062	76,175
6	62,179	70,083	74,974	80,084
7	65,204	73,991	78,874	83,991
8	68,130	78,127	83,011	88,130
9	71,619	84,176	89,055	94,174

## SCHEDULE A

Beginning with the 2007/08 school year teachers will receive an additional .5% off schedule salary incentive provided the net overall student enrollment (FTE count) increases by a minimum of 100 students on the Official Fall Count and the increase is maintained on the supplemental count provided there is no decrease in the Basic Foundation Allowance. For purposes of determining whether the increase is achieved the district will compare it to the Official Fall Count of the preceding year. An additional .5% will be received for each additional 100 students increase, under the same terms as listed above. The incentive will be paid the second pay period in October of the following school year. (The Official Fall Count for 2006 was 1,429). Should the district experience a decrease in the Basic Foundation Allowance the parties agree the percent increase will be adjusted to be prorated by the equivalent decrease in the Basic Foundation Allowance.

Additionally teachers will receive the following off schedule increases provided that all schools achieve AYP for the previous school year.

2008/09	1% off schedule
2009/10	1.25% off schedule
2010/11	2% off schedule

**SCHEDULE B**  
**Supplemental Pay Schedule 2007-2011**

Based on Percentage of Annual Bachelor's Degree Minimum for 1996-97, which amount is \$30,760.

**VACANCIES WILL BE POSTED PER ARTICLE 8, SECTION 2**

<b>POSITION</b>	<b>Supplemental Pay Scale</b>	
	<b>%</b>	<b>\$30,760</b>
Class Advisor 9-10	3.0%	923
Class Advisor Gr 11	4.0%	1,230
Class Advisor Gr 12	5.0%	1,538

**TEACHERS' HOURLY RATE AND SUBSTITUTE TEACHER RATE**

Teacher Hourly Rate	\$20.00
Substitute Teacher (per day)	\$80.00

- The Board shall have the unilateral right, prior to the beginning of each school year, to establish the daily pay of substitute teachers; said daily rate shall be effective for the entire school year; and said daily rate shall not be established at less than the current daily rate of eighty (\$80.00) dollars per day.
- If a teacher shall teach more than the normal teaching load as set forth in this Agreement, he/she will receive additional compensation at the rate of \$20 per class hour or portion thereof if it is a temporary substitution, and 1/6 of his/her daily salary if it is a permanent substitution.
- Temporary substitution is defined as ten (10) teaching days or less and permanent substitution as more than ten (10) consecutive days in the same position/classroom. It is expressly understood that this provision applies not only to secondary teachers but also to elementary teachers who may for whatever reason teach more than their normal teaching load.
- Any Bargaining Unit Member who was placed in a Counseling, School Psychologist, or School Social Worker position prior to September 1, 1990 shall continue to receive a Schedule B stipend of nine percent (9%) of \$30,760. Any Bargaining Unit Member assigned to any one of these positions after September 1, 1990 shall not receive additional compensation under Schedule B.

A bargaining unit member, in a position not compensated by stipend above, after completion of ten (10) hours of work in a pre-approved school activity, shall be compensated at a rate of twenty dollars (\$20) per hour for work performed in a pre-approved activity. The maximum number of hours will be capped at fifty (50).

The following rules will apply to the above hourly – compensated positions:

- A. Teachers must complete the application form and have it approved by the principal prior to undertaking any paid activity.
- B. The Activity must take place outside of the regularly scheduled pupil contact time, for example, after school, before school or, during the teacher's scheduled lunch time.
- C. It is expected that a club will generally meet for one hour per week and that no activity or club meeting lasting fewer than 30 minutes will qualify for payment.
- D. Chaperoning will be paid only when the individual has signed up and been designated as a chaperone.
- E. Teachers will report their hours on a weekly basis and receive payment in a reasonable time following each marking period.

### **COACHING**

- The school district may determine the rate at which it pays non-bargaining unit members for Schedule B positions, except that no non-bargaining unit member shall be paid more for a given position than a bargaining unit member would be paid, as per Schedule B.
  - The Schedule B rate for the years 2001-06, only, will be based on a percentage of the annual Bachelor's Degree Minimum, (B.A. Step 0) from the 1996-97 Salary Schedule, which amount is \$30,760.
1. Effective 1979-80 School Year.
  2. **DEFINITIONS:**
    - Class I – High School Cheerleading, Cross Country, Golf, Volleyball
    - Class II – High School Baseball, Hockey, Softball, Swimming, Tennis, Track, Wrestling
    - Class III – High School Football, Basketball
    - Class IV – Middle School Football
    - Class V – Middle School Seventh and Eighth Sports
    - Class VI – All other grade levels
  3. Classifications in Classes I, II, & III are relative and based on length of season, program development, number of games or events, number of participants, responsibility for other teams and equipment.
  4. As a sport develops based on the previously mentioned criteria and upon the recommendation of the Athletic Director, said Sport may be reclassified.
  5. If same coach for two levels of the same sport, then coach will receive 90% of the total stipend for both assignments.
  6. Non-certified coaches will receive 1% less than the stated percentage.
  7. Co-Head Coaches will receive the average of the percentage for Head Coach and Assistant Coach.

8. Varsity Head Coaches

Years of Experience

CLASS I

CLASS II

CLASS III

0  
8.5%  
9.5%  
11%

1-3  
9%  
10%  
12%

4  
9.5%  
10.5%  
13%

9. All other coaches

CLASS I

CLASS II

CLASS III

CLASS IV

CLASS V

CLASS VI

Vars'y  
Ass't

8%

9%

10%

7%

5%

4%

Jr.  
Vars'y

8%

9%

9.5%

7%

5%

4%

Jr.  
Vars'y  
Asst't

7.5%

8%

8.5%

7%

5%

4%

Fresh

7.5%

8%

8.5%

7%

5%

4%

**Schedule C**  
**SCHOOL CALENDAR – 2007-2008**

Teacher Work Day (No Students)	August 28
Professional Development (No Students)	August 29
Labor Day Recess	August 30-Sept 3
Full Day Students	September 4
*Open House Evening	September _____
Professional Development & Parent/Teacher Conferences (No Students)	October 18
Professional Development - ½ Day – Thanksgiving Recess (No Students)	November 21
Classes Resume	November 26
Winter Recess - End of Day	December 21
Classes Resume	January 7
Martin Luther King Jr. Day	January 21
Records Day – am – Professional Development – pm (No Students)	January 25
2 <sup>nd</sup> Semester Begins	January 28
Parent-Teacher Conferences & Professional Development (No Students)	March 6
Spring Recess Begins – End of Day	March 14
Classes Resume	March 25
Professional Development – ½ day am – Delayed Mid-Winter Recess	April 24
Classes Resume	April 29
Professional Development – Full Day (No Students)	May 23
Memorial Day Recess	May 26
2 <sup>nd</sup> Semester Ends ½ day Students am & ½ Day Records pm	June 13

180 Student Days

183 Teacher Days

\*The Open House Evening September date will be chosen independently by each building.

In accordance with State regulations, the first (30) hours/five (5) days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions shall be counted as days of pupil instruction and shall not be rescheduled, or result in any reduction in compensation.

In the event more than thirty (30) hours/five (5) such days occur during the year, the first additional day shall be rescheduled on the date designated for mid-winter recess provided the closed day occurs at least five (5) school days prior to the designated make-up date. Should there not be sufficient days in the mid-winter break, any additional such days shall be made up at the end of the school year.

If additional close time beyond thirty-six (36) hours or six (6) days as defined above, then the days shall be rescheduled by adjusting the last day for students the second semester and the records day for teachers in sequence. Non-traditional days of work week (i.e., Saturday and/or Sunday) shall not be used to accommodate these changes in the above calendar.

In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

In the event the State of Michigan (MDE) eliminates the ability to substitute up to 38 hours of Professional Development as hours of pupil instruction, the Professional Development days will become Student Instruction days.

Professional Development Day hours will be 7:30 a.m. to 3:00 p.m. with a thirty (30) minute lunch. Half Day Professional Development Days will be three and a half (3 ½) hours.

**Schedule D**  
**SCHOOL CALENDAR – 2008-2009**

Teacher Work Day (No Students)	August 26
Professional Development (No Students)	August 27
Labor Day Recess	August 28-Sept 1
Full Day Students	September 2
*Open House Evening	September _____
Professional Development & Parent/Teacher Conferences (No Students)	October 16
Professional Development ½ Day – Thanksgiving Recess (No Students)	November 26
Classes Resume	December 1
Winter Recess - End of Day	December 19
Classes Resume	January 5
Martin Luther King Jr. Day	January 19
Records Day – am – Professional Development – pm (No Students)	January 23
2 <sup>nd</sup> Semester Begins	January 26
Mid-Winter Recess – End of Day	February 20
Classes Resume	February 25
Parent-Teacher Conferences & Professional Development (No Students)	March 5
Professional Development ½ Day (No Students) – Spring Recess Begins	April 9
Classes Resume	April 20
Professional Development – Full Day (No Students)	May 22
Memorial Day Recess	May 25
2 <sup>nd</sup> Semester Ends ½ day Students am & ½ Day Records pm	June 12

180 Student Days  
183 Teacher Days

\*The Open House Evening September date will be chosen independently by each building.

In accordance with State regulations, the first (30) hours/five (5) days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions shall be counted as days of pupil instruction and shall not be rescheduled, or result in any reduction in compensation.

In the event more than thirty (30) hours/five (5) such days occur during the year, the first additional day shall be rescheduled on the date designated for mid-winter recess provided the closed day occurs at least five (5) school days prior to the designated make-up date. Should there not be sufficient days in the mid-winter break, any additional such days shall be made up at the end of the school year.

If additional close time beyond thirty-six (36) hours or six (6) days as defined above, then the days shall be rescheduled by adjusting the last day for students the second semester and the records day for teachers in sequence. Non-traditional days of work week (i.e., Saturday and/or Sunday) shall not be used to accommodate these changes in the above calendar.

In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

In the event the State of Michigan (MDE) eliminates the ability to substitute up to 38 hours of Professional Development as hours of pupil instruction, the Professional Development days will become Student Instruction days.

Professional Development Day hours will be 7:30 a.m. to 3:00 p.m. with a thirty (30) minute lunch. Half Day Professional Development Days will be three and a half (3 ½) hours.



**Schedule E**  
**SCHOOL CALENDAR – 2009-2010**

Teacher Work Day (No Students)	September 1
Professional Development (No Students)	September 2
Labor Day Recess	September 3-7
Full Day Students	September 8
*Open House Evening	September _____
Professional Development & Parent/Teacher Conferences (No Students)	October 22
Professional Development - ½ Day – Thanksgiving Recess (No Students)	November 25
Classes Resume	November 30
Winter Recess - End of Day	December 18
Classes Resume	January 4
Martin Luther King Jr. Day	January 18
Records Day am – Professional Development pm (No Students)	January 22
2 <sup>nd</sup> Semester Begins	January 25
Mid-Winter Recess – End of Day	February 12
Classes Resume	February 17
Parent-Teacher Conferences & Professional Development (No Students)	March 4
Professional Development ½ Day (No Students) – Spring Recess Begins	April 1
Classes Resume	April 12
Professional Development – Full Day (No Students)	May 28
Memorial Day Recess	May 31
2 <sup>nd</sup> Semester Ends ½ day Students am & ½ Day Records pm	June 18

180 Student Days  
183 Teacher Days

\*The Open House Evening September date will be chosen independently by each building.

In accordance with State regulations, the first (30) hours/five (5) days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions shall be counted as days of pupil instruction and shall not be rescheduled, or result in any reduction in compensation.

In the event more than thirty (30) hours/five (5) such days occur during the year, the first additional day shall be rescheduled on the date designated for mid-winter recess provided the closed day occurs at least five (5) school days prior to the designated make-up date. Should there not be sufficient days in the mid-winter break, any additional such days shall be made up at the end of the school year.

If additional close time beyond thirty-six (36) hours or six (6) days as defined above, then the days shall be rescheduled by adjusting the last day for students the second semester and the records day for teachers in sequence. Non-traditional days of work week (i.e., Saturday and/or Sunday) shall not be used to accommodate these changes in the above calendar.

In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

In the event the State of Michigan (MDE) eliminates the ability to substitute up to 38 hours of Professional Development as hours of pupil instruction, the Professional Development days will become Student Instruction days.

Professional Development Day hours will be 7:30 a.m. to 3:00 p.m. with a thirty (30) minute lunch. Half Day Professional Development Days will be three and a half (3 ½) hours.

**Schedule F**  
**SCHOOL CALENDAR – 2010-2011**

Teacher Work Day (No Students)	August 31
Professional Development (No Students)	September 1
Labor Day Recess	September 2-6
Full Day Students	September 7
*Open House Evening	September _____
Professional Development & Parent/Teacher Conferences (No Students)	October 21
Professional Development - ½ Day – Thanksgiving Recess (No Students)	November 24
Classes Resume	November 29
Winter Recess - End of Day	December 17
Classes Resume	January 3
Martin Luther King Jr. Day	January 17
Records Day – am – Professional Development – pm (No Students)	January 21
2 <sup>nd</sup> Semester Begins	January 24
Parent-Teacher Conferences & Professional Development (No Students)	February 24
Professional Development ½ Day (No Students) – Mid Winter Break	February 25
Classes Resume	March 2
Spring Recess – End of Day	April 21
Classes Resume	May 2
Professional Development – Full Day (No Students)	May 27
Memorial Day Recess	May 30
2 <sup>nd</sup> Semester Ends ½ day Students am & ½ Day Records pm	June 17

180 Student Days

183 Teacher Days

\*The Open House Evening September date will be chosen independently by each building.

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In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

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**CommunityBlue PPO Plan  
Benefits at a Glance**

**River Rouge Board of Education  
#67910-000, 001, 002**



This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

**In-network**

<b>Deductible, copays and dollar maximums</b> Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when related, you may be billed for the difference between our approved amount and the provider's charge.	<b>Out-of-network</b>
<b>Deductible</b>	None
<b>Copays</b>	\$250 for one member, \$500 for the family per calendar year
• Fixed dollar copays	\$10 for office visits and \$50 for emergency room visits
• Percent copays	50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay dollar maximums</b>	None
• Fixed dollar copays	\$2,000 for one member, \$4,000 for two or more members per calendar year
• Percent copays - excludes mental health care, substance abuse treatment and private duty nursing copays	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Dollar maximums</b>	None
<b>Preventive care services</b> - *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services

<b>Health maintenance exam</b> - includes chest x-ray, EKG and select lab procedures	Not covered
<b>Gynecological exam</b>	Not covered
<b>Pap smear screening</b> - laboratory and pathology services	Not covered
<b>Well-baby and child care</b>	Not covered
<b>Childhood immunizations</b> as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Not covered
<b>Facial ocular blood screening</b>	Not covered
<b>Flexible sigmoidoscopy exam</b>	Not covered
<b>Prostate specific antigen (PSA) screening</b>	Not covered
<b>Mammography</b>	Not covered
<b>Mammography screening</b>	Not covered

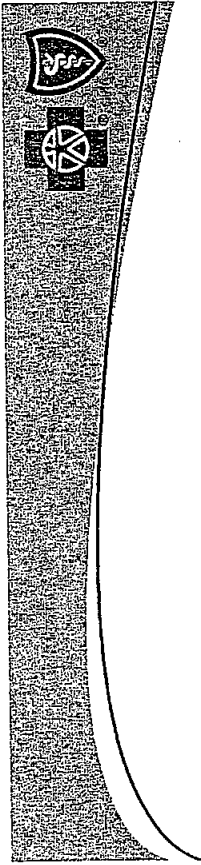
**APPENDIX A**

**In-network**

**Out-of-network**

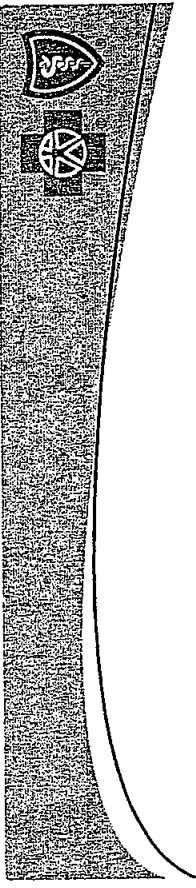
<b>Physician office services</b>	<b>In-network</b>	<b>Out-of-network</b>
<b>Office visits</b>	Covered - \$10 copay	Covered - 80% after deductible, must be medically necessary
<b>Outpatient and home medical care visits</b>	Covered - 100%	Covered - 80% after deductible, must be medically necessary
<b>Office consultations</b>	Covered - \$10 copay	Covered - 80% after deductible, must be medically necessary
<b>Urgent care visits</b>	Covered - \$10 copay	Covered - 80% after deductible, must be medically necessary
<b>Emergency medical care</b>		
<b>Hospital emergency room</b>	Covered - \$50 copay, waived if admitted or for an accidental injury	Covered - \$50 copay, waived if admitted or for an accidental injury
<b>Ambulance services</b> - medically necessary	Covered - 100%	Covered - 100%
<b>Diagnostic services</b>		
<b>Laboratory and pathology services</b>	Covered - 100%	Covered - 80% after deductible
<b>Diagnostic tests and x-rays</b>	Covered - 100%	Covered - 80% after deductible
<b>Therapeutic radiology</b>	Covered - 100%	Covered - 80% after deductible
<b>Maternity services provided by a physician</b>		
<b>Prenatal and postnatal care</b>	Covered - 100%	Covered - 80% after deductible
<b>Includes care provided by a certified nurse midwife</b>	Covered - 100%	Covered - 80% after deductible
<b>Includes delivery provided by a certified nurse midwife</b>	Covered - 100%	Covered - 80% after deductible
<b>Delivery and nursery care</b>	Covered - 100%	Covered - 80% after deductible
<b>Hospital care</b>		
<b>Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies</b>	Covered - 100%	Covered - 80% after deductible
<b>Note: Nonemergency services must be rendered in a participating hospital.</b>		
<b>Inpatient consultations</b>	Covered - 100%	Covered - 80% after deductible
<b>Chemotherapy</b>	Covered - 100%	Covered - 80% after deductible
<b>Alternatives to hospital care</b>		
<b>Skilled nursing care</b>	Covered - 100%	Covered - 100%
<b>Up to 120 days per calendar year</b>	Covered - 100%	Covered - 100%
<b>Home care</b>	Covered - 100%	Covered - 100%
<b>Limited to dollar maximum that is reviewed and adjusted periodically</b>	Covered - 100%	Covered - 100%
<b>Home health care - medically necessary</b>	Covered - 100%	Covered - 100%
<b>Home infusion therapy - medically necessary</b>	Covered - 100%	Covered - 100%
<b>Surgical services</b>		
<b>Surgery - includes related surgical services</b>	Covered - 100%	Covered - 80% after deductible
<b>Presurgical consultations</b>	Covered - 100%	Covered - 80% after deductible
<b>Voluntary sterilization</b>	Covered - 100%	Covered - 80% after deductible
<b>Human organ transplants</b>		
<b>Specified human organ transplants - in designated facilities only</b>	Covered - 100%	Covered - in designated facilities only
<b>Limited to \$1 million lifetime maximum per member per transplant type for the BCBSM Human Organ Transplant Program (800-242-3504)</b>		
<b>Bone marrow - when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504); specific criteria applies</b>	Covered - 100%	Covered - 80% after deductible
<b>Kidney, cornea and skin</b>	Covered - 100%	Covered - 80% after deductible

APPENDIX A



**In-network**                      **Out-of-network**

	In-network	Out-of-network
<b>Mental health care and substance abuse treatment</b>		
Inpatient mental health care	Covered - 50%	Covered - 50% after deductible Unlimited days
Inpatient substance abuse treatment	Covered - 50%	Covered - 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient mental health care	Covered - 50%	Covered - 50%
• Facility and clinic	Covered - 50%	Covered - 50% after deductible
• Physician's office	Covered - 50%	Covered - 50%
Outpatient substance abuse treatment - in approved facilities	Covered - 50%	Up to the state-dollar amount that is adjusted annually
<b>Other covered services</b>		
Outpatient Diabetes Management Program (ODMP)	Covered - 100%	Covered - 80% after deductible
Allergy testing and therapy	Covered - 100%	Covered - 80% after deductible
Chiropractic spinal manipulation	Covered - 100%	Covered - 80% after deductible
	Up to 24 visits per calendar year	
Outpatient physical, speech and occupational therapy	Covered - 100%	Covered - 60% after deductible
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered - 100%	Covered - 100%
Prosthetic and orthotic appliances	Covered - 100%	Covered - 100%
Private duty nursing	Covered - 50%	Covered - 50%
Prescription drugs	Not covered	Not covered
<b>Additional rider included</b>		
Rider XVA-2, excludes voluntary abortions	Excludes benefits for voluntary abortions.	



**Blue Preferred® Rx Prescription Drug Coverage with \$10 Generic/\$20 Brand Name Fixed Dollar Copay Benefits at a Glance for**

**River Rouge Board of Education #67910-002**

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

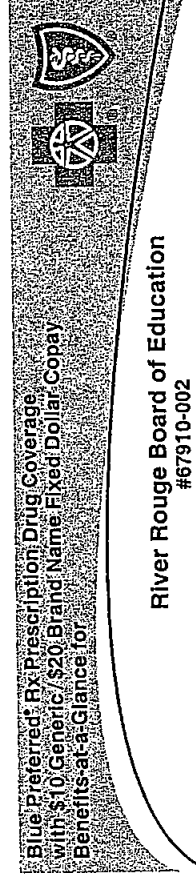
**Note:** Effective October 1, 2006, the mail order pharmacy for specialty drugs changed to Option Care, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Option Care will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blue members.) A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). Log in under "I am a Member". If you have any questions, please call Option Care customer service at 866-515-1355.

	Network pharmacy	Non-network pharmacy
<b>Copays</b>		
Generic prescription drugs	\$10 for each drug	\$10 for each drug plus 25% of the BCBSM approved amount for the drug
Prescribed over-the-counter drugs – when covered by BCBSM	\$10 for each drug	\$10 for each drug plus 25% of the BCBSM approved amount for the drug
Brand name prescription drugs	\$20 for each drug	\$20 for each drug plus 25% of the BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	Copay for up to a 34 day supply: • \$10 for each generic drug • \$20 for each brand name drug Copay for a 35 to 90 day supply: • \$10 for each generic drug • \$20 for each brand name drug	No coverage

**Note:** If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber did not write "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic plus the applicable copay.

	Network pharmacy	Non-network pharmacy
<b>Covered services</b>		
"Rx only" drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drug	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – 75% less plan copay for the insulin or other covered injectable legend drug
<b>Note:</b> Needles and syringes have no copay.		
Mail order (home delivery) prescription drugs – up to a 90-day supply or medication by mail from Medco (BCBSM network mail order provider)	Covered – 100% less plan copay	No coverage

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.  
**Note:** A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.



**Features of your plan**

**Drug Interchange and generic copay waiver**  
Certain drugs may not be covered for a second prescription if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at [bcbsm.com](http://bcbsm.com).  
If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand name drug, you will have to pay a brand-name copay. In select cases, BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.  
**Quantity limits**  
Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at [bcbsm.com](http://bcbsm.com).

**Additional riders included**

Rider CI, contraceptive injections  
Rider PCD, prescription contraceptive devices  
Rider PP-CHT, prescription contraceptive medications  
**Note:** These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay. If any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.) Rider PCD-OM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.

**APPENDIX B**

**Teacher Evaluation Form  
The School District of the City of River Rouge**

**Teacher:** \_\_\_\_\_

**Status:** Tenure \_\_\_\_\_ Probationary \_\_\_\_\_ 1<sup>st</sup> yr. \_\_\_\_\_ 2<sup>nd</sup> yr. 3<sup>rd</sup> yr. \_\_\_\_\_ 4<sup>th</sup> yr.

**Building:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Pre-Observation Conference:** \_\_\_\_\_ **Observation Date(s):** \_\_\_\_\_

**Post-Observation Conference:** \_\_\_\_\_ **Evaluation Date:** \_\_\_\_\_

The process of evaluation indicates the evaluator's perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area(s) marked unsatisfactory.

The Evaluator's signature indicates the person responsible for conducting the evaluation. The teacher's signature indicates that he/she has read the evaluation but not necessarily that the teacher agrees with the content of the evaluation. The teacher has the option to attach a letter of dissent, if so desired.

- S**        **Satisfactory**
- U**        **Unsatisfactory**
- NA/NO**   **Not Applicable/Not Observed**
- NI**       **Needs Improvement**

## I. Subject Matter Content

- | <b>A. Knowledge of Teaching Areas</b>  | <b>S</b>                 | <b>NI</b>                |
|--|--------------------------|--------------------------|
| 1. Exhibits a sound background and understanding of the subject matter required of the position.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Keeps abreast of current theory and practice in his/her field.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Can respond satisfactorily to questions posed by students or evaluator either as to information required or as to a source for obtaining available information. | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_

- | <b>B. Methodology</b>  | <b>S</b>                 | <b>NI</b>                |
|--|--------------------------|--------------------------|
| 1. Stimulates interest in subject area.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Utilizes variety of teaching and learning techniques designed to serve the differing abilities of the students. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Subject content is consistently relevant.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Student inputs are encouraged and treated with respect.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Varied resources are used appropriately.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Lesson plans are consistent with state benchmarks.  | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_

- | <b>C. Evaluation</b>   | <b>S</b>                 | <b>NI</b>                |
|--|--------------------------|--------------------------|
| 1. The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The capability of the student is taken into consideration, as well as the amount of effort the student has expended.                                | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Accurate records are kept.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Assignments are reviewed and turned back promptly.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Varied resources are used appropriately.  | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_

## II. Management

- | A. Organization and Direction  | S                        | NI                       |
|--|--------------------------|--------------------------|
| 1. The teacher organizes classroom routines in an efficient manner.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Most of the teacher's time is devoted to teaching and learning activities.  | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_

- | B. Care of Room and Equipment   | S                        | NI                       |
|---|--------------------------|--------------------------|
| 1. The teacher exerts reasonable care to see that furnishings are kept in good condition. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Maintenance needs are reported.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Audio-visual and other learning tools are used and stored properly.                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Students are guided in sharing the responsibility for care of furnishings.             | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_

- | C. Discipline  | S                        | NI                       |
|--|--------------------------|--------------------------|
| 1. The teacher promotes a friendly environment which is conducive to learning.       | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Building and classroom rules are made known to the students.                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Breaches of discipline are handled according to the district and building policy. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Students are dealt with in a fair and consistent manner.                          | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_



### III. Relationships

- | A. Self-Relationships                               | S                        | NI                       |
|---|--------------------------|--------------------------|
| 1. Exhibits a positive attitude.                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Exercises initiative.                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Encourages other by his/her attitude.            | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Seeks out new ideas.                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is open-minded.                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is willing to give and receive assistance.       | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Implements suggestions in a professional manner. | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_

- | B. Interpersonal Relationships  | S                        | NI                       |
|---|--------------------------|--------------------------|
| 1. Relationships with students, colleagues and parents are honest and forthright.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Dignity and rights of people are respected.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Shows consistent interest in students' academic and social growth.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs. | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_

- | C. Institutional Relationships   | S                        | NI                       |
|--|--------------------------|--------------------------|
| 1. Shares freely and constructively any criticism or ideas for improvement of education in the district.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Seeks resolution of the professional concerns and personnel problems through appeal channels developed by the Administration and the Association. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Observes district and building rules, administrative regulations, agreements and policies.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Reports and bookkeeping are accurately kept and promptly turned in when requested.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Supports school programs through attendance at school functions or activities.  | <input type="checkbox"/> | <input type="checkbox"/> |

Observations leading to judgment: \_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory: \_\_\_\_\_

## Summary

**Evaluator's Narrative Remark:**

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**Overall evaluator's observation about teacher (Check One):**

- Satisfactory       Needs Improvement       Unsatisfactory

**Evaluator:** \_\_\_\_\_  
Signature

**Teacher:** \_\_\_\_\_  
Signature

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TENURE TEACHER – Individualized Development Plan (IDP)**

**School District of the City of River Rouge**

This instrument shall be completed for a tenure teacher, if and only if, he/she has received an unsatisfactory performance evaluation. The Individualized Development Plan shall be developed and recorded on this form by the administration in consultation with the teacher. This plan shall set forth the specific expectations of the district regarding the teacher's job performance. It is recognized that the expectations recited below will form a basis upon which the teacher will ultimately be re-evaluated.

Teacher's Name \_\_\_\_\_ Date \_\_\_\_\_

Building/Department \_\_\_\_\_ Assignment \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Date of last completed evaluation: \_\_\_\_\_

**All items below must be completed:**

*Specific area(s) in the last evaluation where performance was rated "unsatisfactory":*

*Performance standard(s) which must be attained in order to correct deficiencies:*

*Plan to be followed for achieving performance standard(s), thereby correcting deficiencies:*

*Assistance to be provided by the school district to achieve these performance standard(s):*

*Timeline for achieving performance standard(s), thereby correcting deficiencies:*

_____	_____
<b>Administrator's Signature</b>	<b>*Teacher's Signature</b>
_____	_____
<b>Date</b>	<b>Date</b>

**Distribution:** Teacher, Evaluator, Personnel File

\* The teacher's signature is only to indicate receipt of this document and shall not necessarily indicate agreement with the content of the document.

## Appendix C

### Probationary Teacher – Individualized Development Plan (IDP) Items School District of the City of River Rouge

The administrator and teacher shall jointly develop an IDP limited to up to three (3) items, but not more than three (3) items, for probationary teachers. Following is a list from which the parties may wish to select items for inclusion among the three.

#### Subject Matter Content

- Exhibits sound background and understanding of subject matter for the position.
- Keeps abreast of current theory and practice in field.
- Is able to respond satisfactory to questions posed by students, either by providing the information or a source for the information.
- Stimulates interest in subject area.
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Provides consistently relevant subject content.
- Encourages and respects students' input.
- Uses varied resources appropriately.
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- Bases evaluation on realistic goals for each student.
- Takes into consideration the capability and effort of each student.
- Keeps accurate records.
- Reviews and returns assignments promptly.

#### Management

- Organizes classroom routine in efficient manner.
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- Devotes most of time to teaching and learning activities.
- Keeps classroom and equipment in good condition.
- Reports maintenance needs promptly.
- Guides students to share responsibility for care of furnishings and equipment.
- Promotes a friendly atmosphere conducive to learning.
- Makes building and classroom rules known to students.
- Handles student discipline according to building and district policy.
- Deals with students in fair and consistent manner.

#### Relationships

- Exhibits a positive attitude.
- Exercises initiative.
- Encourages others by attitude.
- Seeks out new ideas.
- Is Open-minded.
- Accepts and gives assistance.
- Implements suggestions in professional manner.
- Maintains honest and forthright relationships with all.
- Respects dignity and rights of all people.
- Shows consistent interest in student's academic and social growth.
- Identifies and refers students with problems to appropriate personnel.
- Provides constructive criticism or ideas for improvement of education.
- Seeks resolution of problems through appropriate channels.
- Observes district policies, rules, regulations and Agreement.
- Keeps and promptly turns in reports.

**Probationary Teacher – Individualized Development Plan (IDP) Form**

**School District of the City of River Rouge**

This form shall be completed for all probationary teachers. The Individualized Development Plan shall be developed and recorded on this form by the administration in consultation with the teacher. This plan shall set forth the specific expectations of the district regarding the teacher's job performance. It is recognized that the expectations recited below will form a basis upon which the teacher will ultimately be evaluated.

**Teacher** \_\_\_\_\_

**Date received by teacher** \_\_\_\_\_

**Building** \_\_\_\_\_

**Position** \_\_\_\_\_

**School Year** \_\_\_\_\_

**Probationary Year** 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>

**Administrator** \_\_\_\_\_

\_\_\_\_\_  
**Administrator's Signature**

\_\_\_\_\_  
**\*Teacher's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Distribution:** Teacher, Administrator, Personnel File

APPENDIX D

Use Typewriter or Black Ball Point

\_\_\_\_\_  
Union

\_\_\_\_\_  
Year

\_\_\_\_\_  
Number

GRIEVANCE REPORT FORM  
School District of the City of River Rouge

ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
<b>STEP 1</b>		
A. Date Cause of Grievance Occurred: _____		
B. Violation of contract agreement (Article(s) & Section(s)) _____ _____		
C. 1. Statement of Grievance: _____ _____ _____ _____		
C. 2. Relief Sought: _____ _____ _____ _____		
D. Disposition of Principal: _____		
Granted: <input type="checkbox"/>		Denied: <input type="checkbox"/>
Reason: _____ _____ _____		
_____ Signature of Principal		_____ Date
E. Disposition of Grievant and/or Association: _____ _____ _____		
_____ Signature of Principal		_____ Date
If additional space is needed in reporting Section B of Step 1, attach an additional sheet.		

**STEP II**

**A. Date Received by Superintendent or Designee:** \_\_\_\_\_

**B. Disposition of Superintendent or Designee:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**C. Position of Grievant and/or Association:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**STEP III**

**A. Date "Requested for Submission to Arbitration" was Sent by Board:** \_\_\_\_\_

**B. Disposition of Board:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**C. Position of Grievant and/or Association:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**STEP IV**

**A. Date Submitted to Arbitration:** \_\_\_\_\_

**B. Resolution:** \_\_\_\_\_

\_\_\_\_\_



## APPENDIX E

### RIVER ROUGE EDUCATION ASSOCIATION SICK LEAVE BANK POLICY

1. The Sick Bank is established to provide for the possibility of extended protection for individuals who are members of the sick leave bank who have exhausted all accrued sick days and are unable to perform their professional responsibilities because of personal illness or disability.
2. All members of the River Rouge EA Bargaining Unit are members of the Sick Bank. Two days will be credited to the Sick Bank for each member in the River Rouge EA Bargaining Unit at the commencement of each school year. If there are days remaining at the end of the year, they shall not be carried forward to the next year.
3. When the bank total falls below ten (10) days, the Executive Board will have each member credit the bank with one-half (1/2) day. Should a teacher have no days remaining, he/she shall contribute the number owed at the beginning of the next school year.
4. Coverage from the sick bank may be requested after a waiting period of ten (10) working days initially immediately following the exhaustion of a teacher's accrued sick leave days. Said waiting period shall not apply in the case of hospitalization.
5. When applying for a sick bank usage, it is the responsibility of the employee to provide the Association with a physician's (M.D. or D.O., only, not a chiropractor, for example) written statement containing a prognosis and anticipated date of return.
6. The number of days a teacher may draw from the sick leave bank may not exceed sixty (60) workdays per school year.
7. Written application will be made to the sick leave bank committee of the Association. Request forms will be made available in all buildings.
8. The Executive Board of the River Rouge Education Association will function as the review committee and shall govern any appeal regarding use of the sick bank.
9. The sick bank committee shall examine the merits of each case and all requests for use from the sick leave bank will be reviewed and reevaluated every fifteen (15) working days.
10. A second doctor's opinion may be required by the Association, at the employee's expense, after thirty (30) days of sick days.
11. A teacher who draws from the sick leave bank is not obligated to repay sick days.
12. It is the Association's responsibility to present copies of all signed forms requesting sick bank leave usage to the Board, and physician's written statement containing a prognosis and anticipated date of return.

APPENDIX F

LESSON PLAN FORMAT

Teacher's Name: \_\_\_\_\_

Subject: \_\_\_\_\_ Grade: \_\_\_\_\_ Hour/Time: \_\_\_\_\_

Date: \_\_\_\_\_ (daily, weekly, unit)

Topic: \_\_\_\_\_

Objective: \_\_\_\_\_

\_\_\_\_\_

**Activities**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Assessment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Reteaching Strategies (i.e. individualized, small group, additional work, etc...)**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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