

LETTER OF UNDERSTANDING

In the interest of sound labor-management relations, the Romulus Community Schools, hereinafter referred to as "Employer," and the Wayne County MEA/NEA, on behalf of the Romulus Education Association (REA), MEA/NEA, hereinafter referred to as "Union," hereby agree as follows:

- Article 1, "Recognition," of The Master Agreement between the Wayne County MEA/NEA and Romulus Community Schools Board of Education clearly and unambiguously states, in part, the following:
 - *"The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all certified instructional personnel employed by the Employer, including teachers, therapists, psychologists, social workers, nurses, vocational education teachers, department heads, temporary teachers, vocational specialists, media specialists, reading specialists, learning center specialists, counselors, teachers of speech and language, speech pathologist and librarians;"*
 - *"Such representation shall cover all personnel assigned to newly created positions, unless the parties agree in advance that such positions are principally supervisory and administrative or otherwise designated as belonging to another recognized employee bargaining unit;"* and
 - *"The term 'Employee' or 'teacher'...shall refer to all Employees represented by the Union;"*
- It has come to the attention of the Union, the Employer has hired contracted employees in violation of the Recognition Clause of the collective bargaining agreement as it pertains to the classifications of Special Education Teacher and Psychologist;
- To avoid further violations of the contract pertaining to the issue of recognition as it pertains to the following individuals/positions:
 - [REDACTED] – Hale Creek Resource Room Teacher;
 - [REDACTED] – High School Resource Room Teacher;
 - [REDACTED] – Speech Pathologist;
 - [REDACTED] – Speech Pathologist;
 - [REDACTED] – Speech Pathologist; and
 - [REDACTED] – Wick Resource Room Teacher, the Union and Employer agree to the following process:

- Post for each position publicly, internally, and through the Wayne Regional Educational Service Agencies (Wayne RESA) no later than March 1, 2020 indicating the respective position is available beginning the first regularly scheduled teacher day of the 2020 – 2021 school year;
 - Seek input from the Union with regard to each position posting prior to making them public;
 - Advise the Union of the applicants for each position posting and the total number of applications received;
 - Allow the Union to have individuals present and participate in the interviews of applicants;
 - Advise the Union with regard to offers of employment and acceptance with regard to each position;
 - Provide individuals offered, and whom accept employment, a \$2,500.00 payment at the end of the first and second semester of the 2020 – 2021 school year, for a total of \$5,000.00, which shall be in addition to any other contractual benefits provided to the individuals. The parties may reconvene to discuss whether this is sufficient once applicants have been selected;
- As it pertains to the following individuals/positions:
 - ██████████ – Psychologist; and
 - ██████████ – Psychologist, the Union and Employer agree as follows:
 - The positions/individuals may remain as contractual positions for the remainder of the 2019 – 2020 school year only. It is understood, however, the parties agree to discuss this Agreement in the event the Employer is unable to hire qualified employees for the positions by the first regularly scheduled teacher day of the 2020 – 2021 school year;
 - The parties agree to negotiate parameters of salary pertaining to the classification of psychologist during negotiations;

- The Employer shall post the Psychologist positions publicly, internally, and through the Wayne Regional Educational Service Agencies (Wayne RESA) no later than March 1, 2020 indicating the position is available beginning the first semester of the 2020 – 2021 school year;
 - Seek input from the Union with regard to each position posting prior to making them public;
 - Advise the Union of the applicants for each position posting and the total number of applications received;
 - Allow the Union to have individuals present and participate in the interviews of applicants; and
 - Advise the Union with regard to offers of employment and acceptance with regard to each position;
- This Agreement is considered a one-time non-precedent setting agreement between the parties; and
 - This is the entire Agreement between the parties and may not be added to, altered, changed, deleted from, and/or modified without the written agreement of both parties.

Florencia Hall

For the District

January 21, 2020

Date

Troy A. Scott

For the Union

JANUARY 13, 2020

Date