8/31/92

Royal Oak

Master Agreement

Royal Oak Education Association

and the

Royal Oak Board of Education

School Years
1989 - 1990
1990 - 1991
1991 - 1992

Royal Oak School District

School District of the City of Royal Oak, Michigan

M A S T E R A G R E E M E N T

ROYAL OAK EDUCATION ASSOCIATION

and the

ROYAL OAK BOARD OF EDUCATION

SCHOOL YEARS

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School District of the City of Royal Oak

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AGREEMENT

This Agreement is made and entered into this the 26th day of January, 1989, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK, Oakland County, (hereinafter called the "Board") and the ROYAL OAK EDUCATION ASSOCIATION (hereinafter called the "Association").

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 I

RECOGNITION OF PARTIES AND SCOPE OF AGREEMENT

Section A. Members of Bargaining Unit Defined.

1. The Board recognizes the Association as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all certified teachers and for all teachers who hold vocational education certificates under contract to the Board, as well as licensed therapists, I.M.C. librarian, head teachers, and social workers who are under contract or on leave compensated by the Board. Supervisory and administrative personnel who are excluded from representation are the superintendent, assistant superintendents, business managers, administrative assistance; also excluded are full-time curriculum specialists and school psychologists. Substitute teachers are excluded from the bargaining unit except a substitute teacher may be appointed for a stated term of employment, but less than a full school year, under a letter from the Board; such a substitute teacher shall pay the Royal Oak Education Association representation fee on a monthly basis and receive the following benefits from the Agreement: salary, life insurance, pro-rata sick leave and hospital/medical benefits, but excluding all other agreement provisions. Any other substitute teachers who are employed on a day-to-day basis and who have been employed for a period of forty (40) consecutive school days in the same assignment shall receive the same benefits as substitutes employed by letter from the Board as herein described. After sixty (60) consecutive days in the same position the teacher shall be granted the same contract privileges of regular teachers.

2. Teachers employed by the Board at the Area Vocational Center are recognized as members of the employees' bargaining unit for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment.

3. Heads of departments at the secondary schools of the School District shall also be recognized as members of the employees' bargaining unit for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment.

Section B. Board and Representatives Defined.

The term "Board" when used hereinafter in this Agreement, shall refer to the Board of Education and its authorized representatives, namely, supervisory and administrative personnel such as the superintendent, assistant superintendents, business managers, principals, associate principals, assistant principals, directors, managers, and administrative assistants.

Section C. Title of Teacher Defined.

The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit, as defined in Section A.

Section D. Exclusive Bargaining Right.

The Board agrees not to negotiate with any teachers' organizations other than the Association 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 of teachers for the purpose of hearing and discussing their views, provided, however, that the Board will not engage in collective bargaining with any group other than the Royal Oak Education Association.

Section E. Primacy of Agreement.

Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereinafter executed shall be expressly made subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Any revision in the wording of a teacher's probationary or continuing contract form will be furnished to the Royal Oak Education Association at the time of initiation except as such wording may refer to part-time employment, salary rate or amount, or beginning and termination dates.

Section F. Primacy Over Contrary Policies.

This Agreement shall supersede any rules, regulations, or practices of the Board, and building handbooks which shall be contrary to or inconsistent with its terms.

Section G. Severability.

If any provision of this Agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to full force and effect.

ARTICLE II

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

Section A. Except as modified by the specific terms of the Agreement, the Board shall retain all rights and power to manage the Royal Oak School District, and to direct its employees. The Association recognized these Board rights as conferred by the laws and the 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:

1. 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;

2. to hire all employees and, subject to the provisions of law, to deterine their qualifications and conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

3. to establish levels and courses of instruction after consultation with the appropriate members of the teaching staff, to establish special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;

4. to provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program after consultation with the appropriate members of the teaching staff;

5. to determine class schedules after considering the needs of the teachers and the program, to determine hours of instruction, and the duties, responsibilities and assignments of teachers subject to the express provisions of this Agreement.

Section B. The exercise of 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 by specific and express terms of this Agreement.

ARTICLE III

EDUCATION ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section A. Professional Information.

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the District, anticipated budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process a grievance. The Board shall not be expected to compile information.

Section B. Scope of Involvement.

1. In accordance with the recognition by both parties of the Association's responsibility as exclusive bargaining representative, the Association shall be able to act as representative in matters or contract interpretation which affect the working conditions of teachers, both individually and as a group.

2. The Association may request and the Board shall provide any pertinent information which forms a basis for any grievance by any of all teachers as well as information concerning any action which results in the discipline, reprimand, demotion or deduction in compensation of any or all teachers. All pertinent information in the possession of the Association shall be shared with the Board.

Section C. Building Usage.

Upon written request to the superintendent's office, or to the administrator in charge of the building in question, the Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, consistent with the Board policy relating to the use of school premises, provided such use shall not conflict with activities previously recorded as scheduled for the same specific area. The Association shall not be charged for use of facilities under this provision, except that when the expense of special custodial or technical service is required, the Board may make an appropriate charge therefor.

The Association shall have the right to use school facilities and equipment at such time and under such conditions as approved by the superintendent or other appropriate administrators. The Association shall pay for the cost of all materials and supplies incident to such use.

Section D. Communications in Schools.

The Association shall have the right to post notices of Association activities on bulletin boards designed for Association use in each school building. All such notices shall contain the official imprint of the Association or the signature or facsimile of an Association officer, including building representatives. The Association may use the District mail service and teacher mailboxes for communications to teachers. The Board will provide the Association with daily mail service. It is understood that mail pickup and delivery will occur each school day. The Association agrees that this is a service and that all school mail must be ready when the driver arrives and will be available to an office within the School District or at the Association office.

Section E. Administrative-Association Communication.

1. The Association may send one or two representatives to the Administrative Curriculum Council to hear the final reports of any systemwide curriculum committee in which teachers have been involved as committee members. These Association representatives may also be present for any subsequent discussion and formal action by the Council, if such is taken, in making a recommendation to the superintendent of schools. Any such final curriculum committee reports that are submitted in writing shall be provided to the Association. The Association shall receive one (1) week advance notice on the presentation of such reports. Minutes of curriculum committees on which teachers are members are available on request to the Royal Oak Education Association.

2. All Association building representatives shall meet with a building administrator at a time outside school instructional hours, no less than once a month. Said time to be determined by the parties involved.

    a. The representatives and the administrator will discuss any problems concerning the contract.

    b. Both the administrator and the Association building representative shall attempt at these meetings to present ideas and practical ways of carrying out not only the exact wording of the contract but the spirit of it as well, recognizing that this is a mutual obligation.

    c. If no grievance is pending and if either the administrator or the Association building representative is not carrying out and enforcing the terms of the contract, both sides should discuss how to resolve the alleged nonfeasance. If it cannot be resolved, the problem should be referred to the Joint Committee.

Section F. Association Business Days.

1. An aggregate of forty (40) leave days per school year shall be granted to the Association for use at its discretion for Association business. A teacher shall be authorized to utilize such Association business leave only upon submission of written notice to the personnel office by 4:45 p.m. of the day prior to the proposed use, which notice shall bear the approval of the Association president. It is understood that teachers utilizing such Association business leave shall suffer no loss of pay as a result thereof.

   If a substitute is provided, only the time for which the substitute has been provided will be charged against the aggregate Association leave days. No one teacher, except the president, shall use more than eleven (11) Association leave days in any one school year, unless prior written approval is received from the superintendent or designee.

2. In the event that the Association makes use of the entire sum of forty (40) leave days before the end of the school, the Association shall have the right to use additional days for Association business upon application as set forth in subsection 1, above; the Association shall reimburse the Board for the actual cost of the replacement teachers who are required in such event.

3. The Association president shall be granted two (2) periods of release time per school day for the purpose of conducting Association business.

Section G. Rights to Maintain Organization.

Duly authorized representatives of the Association, including the local executive director, shall be permitted to discuss Association matters with members of the bargaining unit on school property at reasonable times, provided such discussions shall not interfere with or interrupt instructional programs or other normal school operations. Any such authorized Association person shall be allowed to use the same facilities that the teachers are allowed to use. If any such authorized Association representative is not part of the staff of the building involved, s/he shall first notify the building office of his/her presence.

Section H. Membership in the Association.

1. As a condition of employment, all teachers have the choice of either joining and paying professional dues of the Association or paying to the Association a representation fee equal to the sum of the professional dues of the Association (including the Michigan Education Association and the National Education Association). The teacher shall sign and cause to be delivered to the Board an assignment of wages authorizing the deduction of membership dues or said representation fee. In the event that

the teacher fails to comply with one of the above within fourteen (14) calendar days of the teacher's first day of employment, the failure shall be considered by both parties as just and reasonable cause for dismissal.

2. The procedure in all cases of discharge for violation of this article shall be as follows:

   a. The Association shall notify the teacher of noncompliance by certified mail, return receipt request. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

   b. If a teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charge.

   c. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teachers' Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.

3. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation benefit fee, the Board agrees promptly to disburse said sums upon direction of the Association. Prompt notification will be made to the Board of such payment in the event that cash payments have been made directly to the Association.

4. The Association agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of this section of the agreement, provided, however, that the damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

Section I. Orientation of New Teachers.

Principals shall provide the Association representatives from their buildings with the opportunity for a thirty (30) minute meeting with new teachers during the opening day of school for teachers.

Section J. Millage.

Before any final action is taken, the Board or its designees will discuss with the Royal Oak Education Association any Royal Oak School District tax proposal which is to go before the voters of the District.

ARTICLE IV

TEACHERS' RIGHTS AND RESPONSIBILITIES

Section A. General Provisions.

1. No teacher shall be disciplined, demoted, or reduced in compensation without just cause.

2. No teacher shall be formally reprimanded in public, that is, in the presence of parents, students, or other school employees, except as provided in subsection 3, below.

3. A teacher shall be entitled to have present a representative of the Association when s/he is being reprimanded, warned or disciplined, in writing, for any alleged infraction of rules or delinquency in professional performance. The administrator shall notify the teacher and the Association prior to a conference when the conference may result in written reprimand, warning or discipline of the teacher for any alleged infraction of rules of delinquency in professional performance and such writing is to become part of the teacher's personnel record.

    a. Except as otherwise provided for in this contract, teachers are not entitled to representation in conferences with administrators unless such notice has been furnished. If during the course of a conference the administrator determines that written reprimand, warning or discipline may result, s/he shall discontinue the conference until such time as the above notice has been given.

    b. If after receipt of such notice the teacher desires to be represented by the Association, no action shall be taken with respect to the teacher until such representative of the Association is given a reasonable opportunity to be present.

4. All monitoring or observation of teaching performance by any electronic device on the part of the Board will be with the knowledge and consent of the teacher.

Section B. Safety of Students.

1. Teachers are expected to render reasonable assistance to any injured pupil.

2. Teachers shall not be required to administer medication.

Section C. Use of Physical Force.

The use of physical force by teachers as it relates to students is subject to the requirements of Public Act 521 of the State of Michigan, effective March 19, 1989.

Section D. Legal Protection of Teacher.

1. The Board shall continue to provide teachers with public liability insurance which protects them against damages from civil liability arising as a result of a teacher's professional responsibilities. In the event a teacher requires legal counsel with respect to the teacher's rights and responsibilities incident to the use of physical force or accident in the classroom, said counsel shall be provided, in cases of civil liability, by the Board or its insurance carrier. Provisions for compensating teachers who must be absent from school as a result of any civil action incident to the use of physical force is set forth in Article XI, Section D, 1, a.

2. Any case of assault or battery upon a teacher while in the course of employment, or because of the teacher's employment, shall be promptly reported to the Board or its designee. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and shall promptly render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

3. Provided the affected teacher files a police incident report, the Board will reimburse the teacher up to one hundred dollars ($100.00) for the financial loss as a result of the theft of personal equipment providing:

    a. loss is the result of a forced entry into the area where the equipment was locked;

    b. prior notice and written approval of the principal has been obtained for the use of said equipment in the building.

Section E. Student Evaluation.

1. It is the joint responsibility of the administration and teaching staff to evaluate pupil progress. The initial responsibility for evaluating student progress shall rest with the teacher.

2. Changes in an evaluation made by an administrator can only be made if the following procedure is utilized:

    a. the teacher is informed of specific reason(s) and concurs in the evaluation change;

b. a majority of a review panel, consisting of three (3) teachers, selected by the Association, one (1) Board member and the superintendent, or his/her designee, approves the evaluation change. If the decision of the panel is adverse to the teacher, he/she may appeal the decision to the Board of Education.

3. Teachers shall have the right to review the academic records of their pupils in the appropriate offices where such records are kept.

Section F. Student Discipline Policies.

The Board and the Association recognize the need for a uniform pupil disciplinary policy in the District. The Board shall develop and promulgate rules and regulations regarding the discipline, suspension, and expulsion of students. Such rules and regulations shall be publicized by the Board. It shall be the responsibility of the administration and teachers to enforce the rules and regulations so adopted. It is also agreed that such policies shall be enforced fairly and consistently. All such rules and regulations shall be in conformity with such guidelines as are issued by the State of Michigan. Policies shall be distributed to teachers, pupils and parents. Each building shall develop its procedures for implementing these policies.

Section G. Instructional Improvement and Curriculum.

Should a teacher or group of teachers propose a new or different course of study, teaching method, or other instructional innovation, such proposal shall be submitted to the appropriate department head or chairperson and the principal for approval. The proposal shall include a written outline of the proposed plan, a statement of objectives, and the methods, supplies, and equipment needed, as well as a suggested means of evaluation. If the proposal will affect more than one building, it shall be submitted to the appropriate central instructional department staff member for approval. In the even the proposal is not approved, it may be submitted to the superintendent or designee for consideration, with a copy to the Curriculum Subcommittee. After due consideration the teacher shall receive prompt written notice of the disposition of the teacher's proposal citing reasons from the superintendent or designee.

Section H. Release of Teachers for Conferences, Classroom Visits, Emergencies.

1. Teachers request to attend conferences shall be submitted through the principal.

2. At the discretion of the superintendent or designee, a limited portion of inservice education funds may be expended for visitation by classroom teachers to other classrooms and programs. Applications for such visitations should be processed

through the building principal as are professional conference attendance requests.

3. Teachers shall, upon request, submit a written report regarding such conferences, beginning with their building principal and proceeding through appropriate channels of approval as described elsewhere in this Agreement.

4. Teachers shall be permitted to leave the building or duty assignment upon approval of the principal for duties attendant upon professional responsibilities.

Section I. Copyrights.

1. A teacher may apply for copyright or patent protection for any materials s/he has written or developed. When said teacher applies for a copyright or patent, s/he shall notify the superintendent.

2. Each teacher shall be individually responsible for the violation of the copyright laws in duplicating prepared materials.

Section J. Performance Contracting.

The Board shall not solicit proposals or enter into any agreement concerning performance contracting, namely any plan which would guarantee certain standards of pupil performance and which would impose an intermediate agency between the teachers and the Board, as an employer, without first consulting with the Association.

Section K. Tuition Reimbursement.

1. The Curriculum Subcommittee may recommend to the Joint Committee and the superintendent that the Board provide a credit or noncredit course or courses for certain teachers in order to improve the School District's educational program. Such a course or courses will be provided on the basis of the Board paying for tuition, basic required fees and materials. Prior approval of the Board is required for any enrollment before the aforementioned costs will be met or reimbursed.

2. A teacher may initiate a request for tuition, basic required fees and materials in a course which will be of immediate and essential need to the District's educational program. Such request will be considered by the Curriculum Subcommittee as described in 1, above.

Section L. Lounge and Lunchroom.

The Board shall make available in each school a lunchroom, restroom, and lavatory facility exclusively for adult use and at least one (1) room which shall be reserved for use in an adult lounge. The lunchroom and the adult lounge may be the same room, and smoking shall

be permitted in this area. The aforementioned adult facilities shall be off limits to pupils. No meetings, general staffing, conferences, etc., shall be held in the staff lounge, except in the case of emergencies (during the school day) if no other appropriate room is available.

Section M. Telephone.

Regular school telephone facilities shall be made available to teachers for school business and personal emergency use only. All telephone calls requiring the dialing of the digit "1" before the number shall be made at the teacher's expense, except school business calls as may be approved and recorded by the school office on the forms provided. The Board shall provide a telephone for the use of teachers in each school building and shall make every reasonable effort to have it placed to insure privacy.

Section N. Parking Lots.

Adequate parking facilities shall be made available to teachers. The Board shall seek addition and improvement of parking facilities where needed, although this provision does not represent commitment to providing hard-surfaced areas. High school parking facilities shall be identified as being reserved exclusively for use by staff and visitors.

Section O. Buildings.

Teachers shall be responsible for bringing unsafe and unclean conditions to the attention of the building principal or designee. Building lavatories, laboratories, classrooms, gymnasiums, auditoriums, and other work areas shall be kept in a reasonably safe and clean condition. The Board shall endeavor to provide each teacher with at least one file cabinet and a safe area for equipment, books, etc., which can be locked with a key provided to each teacher using the storage facility.

Section P. Teacher Reference Libraries.

The Board shall provide a teacher reference library in each school in the District and include therein texts and references requested by the teachers of that school with the approval of the principal.

Section Q. Teacher Use of Mail Service.

Inter-school mail delivery service not requiring postage may be used by teachers.

Section R. Rooms for Special Personnel.

The Board will endeavor to provide a private room or rooms with a telephone within each building for the use of counselors, social workers, and other special personnel for their use while in the building. Schedules shall be provided which minimize the conflict in office use.

Section S. Orders for Supplies and Equipment.

Each building principal shall inform the teachers of the procedure for ordering supplies, materials, equipment, and items which involve budgetary consideration. The principal will make every effort to simplify for the teacher the problem of ordering said materials so that teachers may place requests in time to meet School District deadlines.

Section T. Field Trips.

Any educational trip outside the school premises shall be done with the approval of the building principal. Teachers will use forms furnished by the District for notification of field trips, student permission slips, and requests for transportation.

Teachers may request from the building principal assistance in the selection, planning, and transportation phases of a field trip.

Section U. Vending Machines.

Upon the request of the Building Faculty Committee, and with the approval of the principal, food or soft drink vending machines may be installed in the teachers' lounge. Profits from the vending machine shall be dealt with by the principal and Building Faculty Committee.

Section V. Limitation of Counselor's Duties.

The counselor's duties shall not place the counselor in a disciplinary role with pupils. Counselors shall not be assigned study hall or lunchroom supervision as a part of their normal duties.

Section W. Royal Oak Schools Substitute Call Procedure.

1. Call 435-8400 any time after 5:00 p.m and before 7:00 a.m.

2. Following the recorded message there will be a signal (beep) indicating completion of the message. Immediately following the signal, read the following and fill in the appropriate information:

   "This is_____from_____. I will be absent on
   name school
   _____, due to _____. I teach_____.
   date reason subject/grade

3. Where the school to which the teacher is assigned is equipped with a tape answering machine, the teacher shall also call the school.

Section X. Safety Glasses.

Requests for prescription safety glasses are to be submitted to the building principal. If not approved, the teacher may appeal the decision to Joint Committee for final determination.

ARTICLE V

CIVIL RIGHTS

Section A. Commitment of Parties.

The Board and the Association agree that both parties are mutually committed to respect for, and furtherance of, the human rights and dignities of all persons who have contact with the Board and the Association, their members and representatives. Both parties are also mutually committed to the furtherance of integration of minority groups on the staff. Both parties agree to institute and continue such policies, programs, and procedures as will promote and further such commitment as follows:

1. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, religion, national origin, age, sex, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position in executing all provisions of this Agreement, but especially in respect to hiring, placement, and assignment of teaching personnel.

2. The Association agrees to continue to admit persons to the full rights of membership and to represent all employees without discrimination on the basis of race, creed, religion, national origin, age, sex, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.

Section B. Implementation.

1. The Board and Association agree to uphold the civil rights of all persons who are party to this Agreement. Both parties shall promote the employment of members of minority groups on the professional staff of the District.

2. Both parties shall encourage adoption of curriculum and utilization of media which reflect the multi-ethnic nature of our society, a sensitivity to prejudice and stereotype.

   Both parties shall encourage adoption of curriculum and utilization of media which are free of sex, ethnic and age-role stereotyping and accurately reflect the contributions of women as well as men.

3. It shall be the continuing responsibility of the Joint Committee and subcommittees to develop programs which will encourage:

   a. open communications for the improvement of human relations in the District;

ARTICLE VI

DEPARTMENT HEADS AND DEPARTMENT CHAIRPERSONS

Section A. Senior High School Department Heads.

1. Each high school department head shall have three (3) or more class periods of teaching responsibility including planning time per day, dependent upon the number of teachers allocated to the particular department and will have time released from teaching duties in the following ratio:

   three (3) to twelve (12) teachers - one class period
   thirteen (13) to twenty-one (21) teachers - two class periods
   twenty-two (22) and more teachers - three class periods

2. The person designated as department head will not be counted as being in the department when considering the released hours or additional pay.

3. The department head for counseling and guidance shall have a student load not to exceed two thirds (2/3) of the average load (counselor-counselee) experienced by other counselors.

4. Department heads may observe probationary and tenure teachers and assist the principals in their evaluation.

Section B. Junior High School Department Chairpersons.

1. Each junior high school department chairperson of English, social studies, mathematics, and science shall be released the first Friday afternoon of each month during the school year unless an alternate time is agreed to by the principal and department chairperson to carry out department functions as developed with the principal. The selection of any additional time shall be cooperatively determined by the principal and department chairperson.

2. The chairperson shall be recommended by the principal and functions shall include but not be limited to the following:

   a. prepare agendas;

   b. call and chair departmental meetings according to schedule;

   c. communicate with the principal about department activities;

   d. advise and aid the principal in departmental needs, problems, and requisitions;

   e. orient new teachers to the building policies and departmental objectives and programs.

b. staff and student involvement in curriculum study, courses and activities for cultural and enrichment purposes; by way of example, teach-ins, exchange days, early release days;

c. adoption of learning and curriculum materials which advance the aims of human relations.

ARTICLE VII

TEACHING HOURS AND TEACHING CONDITIONS

Section A. Teaching Hours.

1. Seven and one quarter (7-1/4) hours shall separate a full-time teacher's morning arrival from afternoon departure with the provision that teachers shall report no less than five (5) minutes before their first scheduled responsibility or teaching assignment and depart no earlier than five (5) minutes after their last scheduled responsibility or teaching assignment.

2. Teachers shall post their scheduled hours of arrival and departure with the principal, principal's designee or supervisor.

Section B. The Teacher Day.

1. Teachers shall be involved daily in activities of a clearly professional nature related to the school during the stated school hours except for the lunch period. Teachers shall bring problems which arise from the assignment of duty stations to the Building Faculty Committee, which will advise and consult with the principal. Activities of a professional nature shall be interpreted to mean that teachers may meet with administrators or counselors or be involved in typing, duplicating materials or arranging for equipment or supplies, or similar tasks. Teachers are expected to remain for a sufficient period after their last assignment to attend to those matters which both teacher and principal feel properly require attention at that time.

2. The Board and the Association recognize and agree that the teachers' responsibilities to their students and their profession entail the performance of duties and expenditures of time beyond classroom hours. It is recognized that teachers' duties are professional duties and, therefore, difficult to express in terms of a fixed number of hours per day or week. Teachers in fulfilling their professional obligations shall confer with parents upon reasonable notice. The Board and the Association recognize that good community relations are enhanced by regular attendance at school-sponsored activities and meetings or parent groups and so encourage all employees of Royal Oak Schools to participate in these functions. It is further expected that each teacher shall attend three (3) specified meetings per year, if planned by the school, to meet parents during the evening. In the event a teacher shall be required to report for duty on weekends or holidays, compensatory time will be provided.

3. Formal reporting conferences that are held with parents during evening hours are in addition to the evening meetings outlined

in Section B, 2, and arranged with compensatory time off for the teacher during the day.

4. Teacher participation in a moderate number of school-sponsored extra-curricular activities is a responsibility which may rightfully be asked of teachers on a shared and equitable basis.

5. At the Oakland Technical Center - Southeast Campus a two-session day is a teacher's normal workday. A planning period is combined with the lunch period. Teachers who work three sessions will be paid an amount additional to their regular salary.

Section C. Teachers' Meetings.

1. All members of the bargaining unit shall make their time available for professional planning and study activities every Tuesday during the school year until as late as 5:00 p.m. The Board or its designees may call appropriate meetings of building faculties or committee groups on any Tuesday afternoon, except the fourth Tuesday of each month which is reserved for Association meetings, according to the stated schedule below. All teachers have a responsibility to attend such meetings and to extend every effort to contribute to the success of such meetings.

   The high school principals with the advice of the Building Faculty Committee will hold building faculty meetings so as to equalize, over the school year, time spent in the building on meeting days between early and late scheduled teachers.

   Department meetings as outlined in subsection 2, c, below, will be arranged by the department head to equalize time obligations throughout the school year.

2. Meetings are scheduled in accordance with subsection 1, as follows:

   a. First Tuesday - Building faculty meetings.
      (See Article VIII, Section C, 2, a)

   b. Second Tuesday - Citywide, department, standing, and ad hoc committees.
      A teacher elected by the committee may co-chair with the administrative representative if the committee so desires. The teacher co-chairperson shall share the responsibility for determining an agenda according to the procedures outlined under subsection 5, a-e, below. The teacher co-chairperson or chairperson shall act in the role of the Building Faculty Committee in such procedure.

   c. Third Tuesday - Building department and grade level meetings.
      The principal and/or department head shall meet with appropriate teachers to determine an agenda.

d. Fourth Tuesday - Association meetings.

e. Fifth Tuesday - Special meetings.
These meetings shall be held only after three days notice to the Association and teaching staff and with the approval of the superintendent.

3. Elementary and junior high schools may wish to combine special planning and meeting times on a more frequent and even daily basis in lieu of the regular Tuesday meeting schedules. Individual buildings may depart from the above schedule upon approval of the principal and a majority vote of the building faculty, providing that the new schedule does not conflict with established meeting times of citywide committees.

4. Special or emergency building faculty meetings may be called by the principal with the concurrence of the Building Faculty Committee.

5. The first Tuesday of each month, and some third Tuesdays in the elementary schools, are for building faculty meetings with an agenda as devised in accordance with the following principles:

   a. The Building Faculty Committee shall meet with the principal no less than three (3) school days prior to the proposed date of the meeting, the time agreed to by the principal and the chairperson of the Building Faculty Committee. It shall be the responsibility of the Building Faculty Committee to have a majority of its members present.

   b. Decisions about the inclusion of all agenda items shall be made jointly by the principal and the committee, in accordance with the provisions of Article VIII, Section C, which outlines the responsibilities of the Building Faculty Committee.

   c. It is understood that any member of the staff can suggest an item for the agenda of a meeting.

   d. If no items are either proposed or accepted for an agenda, then no meeting shall be held on said Tuesdays.

   e. If a meeting is to be held, a written agenda shall be distributed to the staff at least by noon on the school day before the meeting.

Section D. Workday of Special Teachers.

All teachers without regular classroom assignments shall maintain a workday required of a classroom teacher as defined above. It is understood that the work load of said teacher may include parent contacts, special community meetings, evening meetings and related activities. Extraordinary situations which demand additional services shall be compensated by an equal amount of time released from the

regular work schedule, upon prior arrangement by the teacher with the principal.

Section E. Lunch Hours.

All teachers shall have a lunch period as follows:

1. Elementary school teachers shall have a lunch period of at least one (1) hour. One certified teacher shall be available in each building to handle emergencies. An emergency procedure will be posted in each building for the use of the certified teacher, as well as the telephone number of the building principal or other responsible administrator who can be reached in the event of an emergency for instructions to the certified teacher. In no case shall this involve routine supervision of lunchroom or playground activities or answering the telephone.

2. All secondary school teachers shall have a duty-free lunch period equivalent to the length of the students' lunch period.

3. All teachers who must travel will be excluded from any lunch-duty assignments.

ARTICLE VIII

COMMITTEES

Section A. General Provisions.

1. Those advisory committees which shall be formed by the Board and the Association are as follows:

   a. the Joint Royal Oak Education Association - Board Committee (hereinafter referred to as the "Joint Committee");

   b. the Curriculum Subcommittee.

2. The subcommittee(s) shall report problems and progress, as necessary, to the Joint Committee.

3. In addition, in each school building there will be a Building Faculty Committee and a Professional Relations Committee as set forth in Sections C and D, below. The vocational auto shop shall be considered to be part of the organization of Dondero High School for purposes of representation on the Building Faculty Committee and the Professional Relations Committee.

4. During the first week of each school year, all members of the bargaining unit in each building shall have the opportunity to meet for one (1) hour to organize into appropriate committees. By the end of the month of September, the Board and the Association shall exchange names of the members of the Joint Committee and its subcommittees.

5. Nothing in this Article shall be construed to prevent the voluntary formation of additional committees for the consideration of education problems, nor shall the Board be limited in its responsibility for operation of the schools in accordance with its statutory obligations and the terms of this Agreement.

Section B. Joint Royal Oak Education Association - Board Committee.

1. The Joint Committee shall meet on the fourth Wednesday of each month during the school year to discuss matters of instructional and administrative concern and to receive inquiries and resolve conflicts in the interpretation of this Agreement. The committee shall be comprised of two (2) representatives from the Board and two (2) representatives from the Association. Any matter of mutual interest shall be considered appropriate for Joint Committee consideration. The Joint Committee shall review and coordinate the efforts and decisions of those subcommittees which function under its jurisdiction.

2. The committee shall meet at times during, but not limited to, school hours, beginning at 1:00 p.m. Association representatives on said committee shall be accorded released

time from regular duties and without cost to the Association or to said representatives, in order to attend regularly scheduled meetings. Additional meetings may be held upon agreement of the parties.

3. The parties shall exchange agendas not later than one (1) week prior to the next scheduled meeting. Additions to an agenda may be made by either party at any time prior to twenty-four (24) hours before the scheduled meeting is to take place. If neither party proposes an agenda in accordance with the stated limitations, the scheduled meeting shall automatically be cancelled.

4. Terms of office for committee members shall be determined by the respective parties for their own members as they shall individually decide.

5. A summary of topics discussed and resolutions and recommendations of the committee shall be sent to the Secretary of the Board of Education and posted in each building within ten (10) days of the concurrence of the minutes.

6. Denial of approval for conference attendance by teachers is a proper subject for review by the Joint Committee. The Board shall provide funding for conference attendance.

Section C. Building Faculty Committee.

1. Each Building Faculty Committee shall consist of three (3) members in the elementary schools and four (4) members in the secondary schools, plus one (1) additional member on each committee who is selected by the Association. The committee shall meet as often as deemed necessary but not less than once per month with the building administrator. Wherever practical in junior and senior high schools, committee members should be assigned a planning hour in common. So that this assignment can be facilitated, Building Faculty Committees should be elected in June for the subsequent school year, but no later than the first week of school.

2. The Building Faculty Committee shall perform the following functions:

    a. Share the responsibility with the principal in the preparation of a total agenda for faculty meetings which will reflect the needs and concerns of the School District and a majority of the staff. In the event of disagreement between the principal and said committee, either party may present the item but shall make known to the faculty during the meeting that said item is included over the objections of the other party. In the event that the order of the agenda items cannot be agreed upon, then the responsibility shall be the principal's. Association matters other than general announcements shall not be part of the agenda.

b. Advise the principal of the practical effects of administrative policies and procedures. Other matters of appropriate concern to the Building Faculty Committee are teacher duty stations; compensatory time for progress reporting in the evening; student behavior and discipline; outside speaker selections; inservice meetings; ad hoc committees; and contract interpretation.

c. In addition to the normal responsibilities of developing and recommending content for building inservice meetings the following procedure shall apply:

(1) In the spring of each school year the central office administration will survey staff members requesting suggestions for inservice activities for the following school year.

(2) Local building inservice plans or programs tentatively approved by the administration will be submitted to the Building Faculty Committee for input.

(3) In the event of a multi-building inservice the tentative plans and/or program will be submitted to the Curriculum Subcommittee for review, and it shall be given reasonable time to consider the proposal and consult with the Building Faculty Committees.

Section D. Local School Professional Relations Committees.

1. The Building Professional Relations Committees shall consist of no less than five (5) tenured teachers who are selected in the manner described in the Handbook of Procedures.

2. The Building Professional Relations Committees shall have as their function the responsibilities set forth in Article XII, Section C. 4. In addition, said committee shall also have the following functions:

a. to advise and consult with all teachers of the local school staff on procedural matters relative to the evaluation, screening and recommending of probationary teachers;

b. to receive and consult upon complaints of a professional nature about tenured teachers from their colleagues within the school;

c. to discuss procedural problems in professional evaluation with the administrator and make recommendations for their solution; and

d. to advise the administrator of any unusual problem or matter relating to the professional staff.

Section E. Curriculum Subcommittee.

1. The Curriculum Subcommittee shall consist of the superintendent's designee and two (2) Board representatives as well as three (3) representatives of the Association who have been appointed by the Association Executive Board.

2. The Curriculum Subcommittee shall advise the Joint Committee and the Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the District, research and experimentation, educational specifications for buildings and related matters. The Curriculum Subcommittee shall review inservice proposals issued from the individual Building Faculty Committees and principals. The subcommittee shall recommend new committees when necessary to meet the curriculum needs of the District and nominate candidates for subcommittee assignments. Requests for additional early release days for inservice and parent/teacher conferences may be initiated with the Curriculum Subcommittee.

3. This subcommittee shall meet once per month, or more often if mutually agreed, at times during, but not limited to, school hours, beginning at 1:00 p.m. Association representatives on said committee shall be accorded released time from regular duties and without cost to the Association, or to said representatives, in order to attend regularly scheduled meetings.

4. The Curriculum Subcommittee shall send a summary of its findings and recommendations to the Joint Committee each month.

Section F. Citywide Departments or Grade Levels.

1. On a voluntary basis, teachers may wish to meet to coordinate systemwide activities. If this is the case, the interested parties shall meet and elect a chairperson for purposes of communication with members, the Instruction Department and the Curriculum Subcommittee. If such a committee exits, the Board may select an administrative representative to work with the committee. Any action of such a body should be sent to the Curriculum Subcommittee for approval.

2. There are a number of subject area committees which meet on a districtwide basis which have chairpersons elected from among the members of the committee. In these instances, the chairperson has the following functions:

    a. prepare the agenda;

    b. call and chair the meeting;

    c. carry out any communicating or special functions which the committee might assign.

ARTICLE IX

TEACHER PLACEMENT, TRANSFER AND RETIREMENT

Section A. Qualifications of Teachers.

1. Teachers on regular contract shall hold Michigan Life, Permanent, Continuing, Provisional or Vocational Education Certificates. In addition, the Board may employ teachers under contract with professional preparation from outside the State of Michigan if they have properly applied for Michigan certification.

2. All teachers shall present to the Board a negative tuberculin test or chest X-ray upon initial hiring and every third year thereafter, as a condition of employment in the School District according to statute. Failure to present proper medical evidence of freedom from tuberculosis will terminate employment after the deadline set by State statute and regulations.

3. All teachers shall present a statement once every five (5) years from their physician indicating that their health enables them to carry out their assigned duties.

4. To be qualified under this Article a teacher must be properly certified by the State of Michigan (including special endorsement), must meet North Central Association criteria where applicable and if assigned to seventh grade or eighth grade or specialized subject area, teach in their major or minor field of specialization.

Section B. Assignment and Transfer of Teachers.

1. The transfer of a teacher within the Royal Oak School District may be made in the interest of the teacher or the instructional program. The personnel office shall notify the affected teacher and the Association of such transfer prior to effecting it, and the teacher shall have the opportunity to discuss said transfer and the reasons for it with the superintendent's designee.

2. Any teacher who must assume additional classroom responsibilities by decision of the Board or its designees, such as teaching an additional class hour in place of an absent teacher, shall receive remuneration as set forth in Article XVII, Section J, of this Agreement.

3. Unrequested transfers will have to be made by the Board from time to time. Prior to making a transfer the Board will consider volunteers. In making such transfers the Board will consider but not be limited to the following concerns:

    a. the preferences of the teacher and his/her career goals;

    b. previous successful experience;

case of staff reduction it shall be done in the following manner.

a. Probationary teachers shall be laid off first, except where no tenured teacher is qualified to fill the position. To be qualified under this section a teacher must be properly certified by the State of Michigan, must meet North Central Association criteria where applicable, and if assigned to the seventh or eighth grade, teach in his/her major or minor field of specialization.

b. Departmental lines will be observed separately between and among elementary, junior high and senior high levels.

c. General elementary education certificate holders are regarded as members of the elementary "department" if currently employed in the elementary schools.

d. If the situation is such that tenure teachers may be laid off, it shall be accomplished by laying off those teachers of the subject matter or departments affected by first laying off those teachers with the least length of service.

(1) Any teacher with seven (7) or more years of service subject to layoff as described above has the option of transferring to another department or level in which the teacher is certified, qualified and feels competent to teach.

(2) Any teacher with four (4) or more years of service subject to layoff as described above has the option of transferring within the same subject matter department to another level if properly certificated or to a department where s/he has taught previously. Teachers with less than four (4) years of service must observe departmental lines separately and between and among elementary, junior high, and senior high levels.

(3) In the event of layoff, the Board will make every effort to assist separated teachers to be placed in other teaching situations.

(4) Laid off teachers shall be given top preference on the substitute list.

(5) Any teacher laid off for the subsequent school year pursuant to this Article shall continue to receive health, dental, vision, and life insurance benefits through the September following layoff.

2. A laid off probationary teacher must notify the superintendent's office of his/her desire to return to teaching employment by June 30 of the school year to continue on layoff status. If there is no way to recall said probationary teacher within fifteen (15) calendar months, the obligation of the Board to reemploy the teacher is terminated. The acceptance of a teaching contract by the probationary teacher in another school district outside of the Royal Oak District automatically terminates the obligation of the Board to reemploy said teacher.

   A laid off tenured teacher must notify the superintendent's office of his/her desire to return to employment by June 30 of each school year to continue on layoff status for the ensuing year. Failure to notify the superintendent's office by June 30 or the teacher's acceptance of a tenure contract elsewhere at any time shall terminate the Board's obligation for further employment of said teacher.

   In the first year after layoff the superintendent's office shall notify the laid off teacher of the June 30 deadline for notifying the District of the teacher's intent to continue on layoff status.

3. Recall of laid off tenured teachers shall precede new hires. Recall sequence shall be based upon a reversal of layoffs. Teachers who are recalled shall be given ten (10) days from receipt of notice of recall to report for reemployment. Failure to report within the specified time will constitute resignation of the teacher. Probationary teachers will be recalled if vacancies occur in the department or grade level for which they were initially hired.

4. At the semester break, teachers recalled to part-time positions may transfer to full-time positions that become available after their recall to a part-time position, unless such a transfer would disrupt the educational program. Disputes arising under this subsection shall be submitted to the Joint Committee and its decision shall be final and binding on the parties.

5. Laid off Royal Oak teachers who are employed in the same full-time substitute assignment for more than ten (10) consecutive school days shall be paid at a daily rate of sixty dollars ($60) commending on the eleventh day of such assignment.

   When multiple day assignments are known in advance, laid off Royal Oak teachers on the substitute list who have advised the substitute office in writing that they desire multiple day assignments will be first considered for the assignment.

Section F. Elimination of Tenure in Position.

The Board and Association agree that no teacher employed under this Agreement shall acquire tenure in any capacity other than as a classroom teacher. It is further agreed that tenure in any capacity

other than as a classroom teacher is expressly excluded and waived under this Agreement.

Section G. Assignment of Teachers to Supplemental Salary Contract Positions.

1. Teachers regularly employed in the School district and desiring assignments which are compensated through supplemental salary contracts shall make application to the Superintendent or his/her designee. In the event that the Board determines that the qualifications of the teachers competing for the same supplemental contract position are equal, preference shall be given to those teachers with the longest period of prior service in the District. Hiring from outside the Royal Oak staff may be done if there are no qualified Royal Oak teaching applicants. When hiring from outside the District, all things being equal, preference shall be given to retired Royal Oak teachers. Applications will be solicited from all teachers at least one (1) month before the beginning of the program.

2. Royal Oak teachers have the right to apply for a supplemental position held by a non-Royal Oak teacher and to be interviewed for said position. All things being equal, the Royal Oak teacher will be assigned to that position.

3. Teachers who are assigned to positions compensated through supplemental salary contracts shall continue in such positions or positions comparable in compensation for the following school year unless given written notification of change by five (5) school days prior to the last day of the school year teachers are on duty except in the case of the curtailment of program as provided in Section E, 1, above. Any changes made shall be discussed with the teacher concerned and reasons given for the change prior to formal action on the change.

4. Continuation in supplemental salary positions cannot be guaranteed if programs are curtailed. In the event that the Board acts to curtail programs, such curtailment shall be discussed with the Joint Committee thirty (30) days prior to the effective date of the curtailment.

Section H. Assignment of Teachers to Summer School.

1. Employment of teachers in summer school shall not be deemed by the teachers to be continuous from year to year.

2. Faculty selections for summer school programs shall be from qualified members of the teaching staff.

3. In the event that there are more qualified applicants for summer school positions than there are positions to be filled, preference shall be given in the following order:

    a. teachers who hold tenure on February 1 of the calendar year in which application is made;

b. teachers who have taught in the regular day-school program in the general subject area within the appropriate instructional level during the past three (3) years;

c. teachers who have demonstrated their competence with the types of students taking summer school courses as evidenced the by principal's evaluation;

d. principal's general evaluation of the teacher;

e. teachers who have not taught in the School District summer school program within the past three (3) summers, followed by the past two (2) summers, then followed by one (1) summer.

Section I. Assignment of Teachers to Athletic Coaching Positions.

1. Consideration in the selection of athletic coaches shall include but not be limited to the following:

   a. previous participation and/or expert knowledge of sports, as well as knowledge of first aid or willingness to acquire said knowledge, or a major or minor field of study in physical education;

   b. applicants who hold tenure in the School District, followed by applicants who are following the procedure to achieve tenure in the District, followed by retired Royal Oak teachers, followed by teachers from outside of the District;

   c. knowledge of the unique physical, psychological and maturity problems of children at the appropriate level.

2. Assistant coaches shall be appointed with the advice of the varsity head coaches in their respective sports.

ARTICLE X

UNPAID LEAVES OF ABSENCE

Section A. General Provisions.

1. All unpaid leaves of absence shall automatically expire June 30 of each school year unless otherwise provided herein.

2. Teachers are requested to notify the administration by March 1 of their return to employment of leave of absence extension request. Failure of a teacher to request a return to employment, or leave of absence extension, prior to April 1, is an automatic resignation cancelling all employment rights and leave-of-absence status

3. All fringe benefits cease as of the date a teacher goes on an unpaid leave of absence except that a teacher who is granted such a leave effective in September of a school year shall receive benefits through the preceding month of August and as provided in Article XI, Section A, 5, a, or as otherwise provided herein.

4. Unpaid leave up to five (5) days may be granted by the superintendent or assistant superintendent of schools. Unpaid leave in excess of five (5) days may be granted by the Board of Education upon recommendation of the superintendent's office.

Section B. Uses of Unpaid Leaves.

1. A leave of absence of up to one (1) year may be granted by the superintendent upon the approval of the Board of Education to any teacher who has been granted tenure, upon written application sixty (60) days prior to September 1 for the following purposes:

    a. engaging in full-time study at an accredited college or university providing such study is reasonably related to his/her professional responsibilities;

    b. participating in exchange teaching programs of the United States Department of State provided said teacher states his/her intention to return to the school system;

    c. participating in military teaching programs provided said teacher states his/her intention to return to the school system;

    d. joining the Peace Corps or Teacher Corps as a full-time participant in such programs;

    e. engaging in a program of cultural travel or work program related to his/her professional responsibilities;

f. hardship within the teacher's immediate family due to illness or injury;

g. to explore a career option. (This leave shall be non-renewable and may be taken one (1) time only.)

h. other than those enumerated in Section B of this Article.

2. A leave of absence shall be granted by the Board to any teacher who has been granted tenure, upon written application. The teacher shall provide reasonable notification to the Board in order to adequately facilitate appropriate assignment coverage. Such leaves shall be granted for the following purposes:

   a. serving as an officer or staff member of the Association, Michigan Education Association or National Education Association for up to two (2) years;

   b. up to one (1) year to any teacher for child care, and shall commence upon request of the teacher. Such leave may be utilized for any child up to seven (7) years of age, or in the case of an adopted child or child in legal custody of the teacher up to seven (7) years of age, or four (4) years after adoption or custody is granted, whichever is greater;

   c. up to four (4) years to any teacher for the purpose of holding public office and it shall commence upon request of the teacher.

3. While on leave of absence a teacher shall not enter into a contract for professional employment except as provided above unless approved by the Board of Education and then only under extremely unusual conditions.

4. Upon return from any leaves described in Section B, 1, a through e, and 2, a, a teacher shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the District during such period. Upon a return from a leave described in Section B, 1, f through h, and 2, b or c, no credit for experience will be granted on the salary schedule for the teacher for the time away from the School District.

Section C. Extensions.

1. Extensions of all leaves may be given upon the recommendation of the superintendent and approval of the Board of Education. It is the teacher's responsibility to request an extension of leave of absence by written request to the superintendent.

2. Leaves granted pursuant to Section B, 1, g, shall be excluded from any extensions.

3. Leaves of an unfixed duration, e.g., military, shall not be required to request extensions.

Section D. Health Leaves.

1. Health leaves, when recommended by a physician, shall be granted for a period of one (1) year. At the end of such leave, the teacher must either return or request an extension as set forth in Section A, 2. Notice of intention to return to duty after a health leave shall be accompanied by a written statement, addressing the illness which was the basis for the leave from a physician, in the same area of specialty as the physician who recommended said leave, certifying the fitness of the teacher to return to his/her duties. The District reserves the right to have the teacher examined by a physician of its choice and at its expense, in the same area of specialty as the physician who recommended the teacher be placed on the health leave. The superintendent shall give the teacher an assignment to commence with the expiration of the leave.

2. Long term disability leaves approved by the insurance carrier shall be granted to any teacher disabled beyond ninety (90) calendar days. Such leave shall be for the balance of the disability. Health insurance benefits shall continue to be provided by the Board for six (6) months after the date the disability occurred.

Section E. Priority on Return from Unpaid Leaves.

Upon return from an unpaid leave of absence, the teacher shall be placed in his/her prior position, if the position is open. If the position is not open, the teacher shall be placed in a position for which s/he is certified and qualified.

An open position is one which is unfilled at any time or one which is held by a non-tenured teacher at the beginning of the school year.

Section F. Absence Without Authorized Leave of Absence.

Any teacher absent without authorized leave for a period exceeding five (5) school days shall have his/her employment terminated and it shall be considered just cause for dismissal under the Michigan State Tenure Act.

If said teacher wishes to return and does provide reasonable cause for said absence, which is acceptable to the Board, the teacher shall be reinstated in his/her position. If the absence exceeds fifteen (15) school days in duration and the teacher is reinstated, s/he shall be returned to a position for which s/he is certificated and qualified at the beginning of the next school year.

ARTICLE XI

PAID LEAVES OF ABSENCE

Section A. Paid Leave Allowance and Uses.

1. Teachers shall be allowed eleven (11) days of absence each year without loss of salary for the purposes set forth in subsection (b) below. Teachers terminating/retiring prior to the conclusion of the school year shall have the eleven (11) days prorated according to the number of days worked. At the end of each school year any unused portion of these days shall be accumulated to a total, in the 1989-90 school year, of one hundred seventy-two (172) days; in the 1990-91 school year, of one hundred seventy-nine (179) days; in the 1991-92 school year, of one hundred eighty-five (185) school days, including the current year's credit, for use during subsequent years for the purposes set forth below. However, an unlimited number of these days may be accumulated for the sole purpose of obtaining credit towards retirement, if allowed under Michigan law. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth his/her paid leave credit.

   In case of extended illness, paid leave shall be suspended on the day the teacher becomes eligible for disability insurance. Any remaining paid leave days will be held in the teacher's account for his/her return.

2. Paid leave days are for the protection of the teacher's income during times of hardship due to the following causes:

   a. personal illness, injury, or quarantine;

   b. serious illness or injury in the immediate family (mother, father, brother, sister, wife, husband, father or mother-in-law, grandparents, uncle or aunt). If a teacher has lived in the same household with an individual for any extended period of time, this portion of the leave policy shall apply. The usual number of days is to be three (3) days for the metropolitan area, and five (5) days in cases where considerable travel is involved;

   c. death of a near relative, which may include child, mother, father, brother, sister, wife, husband, father or mother-in-law, grandparents, uncle or aunt. If a teacher has lived in the same household with an individual for any extended period of time, this portion of the leave policy shall apply. The usual number of days is to be three (3) days for the metropolitan area, and five (5) days in cases where considerable travel is involved;

d. a teacher, for the purpose of adoption, may use from his/her accumulated paid leave allowance, a maximum of six (6) calendar weeks, from the date of the adoption, for any work days lost during the said six (6) calendar week period. Requests for time, in excess of the above, shall be made through the procedure provided in Article X, B, 2, b, (child care).

e. other reasons approved by the superintendent's office.

3. Paid leave days shall have no cash value to the teacher who resigns or retires from the school system, except as set forth in Section E, below, nor shall such a teacher carry over accumulated paid leave to any subsequent employment in the School District unless that teacher has resumed responsibilities under a regular teaching contract and has not accepted termination pay.

4. The Board, for each school year covered by this Agreement, shall contribute three hundred twenty-five (325) paid leave days to a sick leave bank for the duration of the Agreement. Any balance of days left in the bank at the end of each school year shall expire.

a. When a teacher has been absent due to illness or injury for fifteen (15) days within a school year due to the same or a directly related disability and exhausts his/her paid sick leave provided in this Article, s/he shall be eligible to apply to the sick leave bank coverage for the remaining school days of his/her disability during the current school year or until his/her eligibility for long-term disability insurance, whichever occurs first. Sick leave bank benefits shall be paid, based upon the teacher's contractual salary rate. Insurance benefits will be continued for the teacher during the sick leave bank benefit period.

b. The sick leave bank shall be administered by Joint Committee.

c. Illness or injury of a teacher causing absence of less than fifteen (15) school days duration after the exhaustion of said teacher's paid leave with a request for use of the sick leave bank may be submitted to the Joint Committee and the use of the bank recommended if there is sufficient evidence of financial hardship to the teacher.

d. The administration of the sick leave bank is not subject to the grievance procedure.

5. <u>Sick Leave Expiration.</u>

a. Any teacher who is ill and who exhausts his/her paid sick leave shall be granted an illness leave of absence pending a personal request for such leave to the Board of Education. Teachers on an illness leave of absence

shall have an extension of medical and insurance coverage benefits beyond their last pay date as follows:

Hospital/medical insurance - the Board will make one monthly premium payment after they are no longer on the payroll.

Life insurance - one calendar year after leaving the payroll.

The teacher may choose to continue coverage on both of the above benefits at his/her own expense after his/her coverage by the Board ceases.

b. Any teacher whose sick leave has expired due to illness and who does not qualify for sick bank benefits and who is not on the job in the District for a period of five (5) consecutive school days due to illness or injury is automatically granted an unpaid leave of absence until his/her return or the end of the school year, whichever shall occur first.

Section B. Personal Emergency Leave Allowance and Uses.

1. Teachers shall be allowed three (3) days of absence each year out of the annual paid leave days allowed in Section 1 for personal emergencies or for legal and professional matters of a very urgent nature which can be transacted only during the school day. Personal emergency days shall not be accumulated from year to year, nor shall they be used for the following purposes:

   a. to extend a school holiday;

   b. for vacation, recreational pursuits, or social functions;

   c. for educational conferences;

   d. for economic gain (for example, other employment);

   e. for travel or to accompany a spouse on vacation or business trips;

   f. to participate in an activity with Royal Oak students.

2. Except in cases of utmost emergency, the teacher shall give the building principal advance notice of such absence by signing a request form which affirms that said day or days are not being used for any of the purposes set forth above. In the event that advance notice is impossible, the teacher shall sign said statement immediately upon returning to work. Personal emergency days shall not be used either on the day preceding or the day following a school holiday, except by special permission of the superintendent's office.

3. All requests for personal emergency days during the last week of school or immediately adjoining other leave days must have the approval of the Joint Committee before they may be granted.

4. A copy of the standard form, Request for Absence under Personal Emergency Policy, is reproduced as Appendix A of this Agreement.

Section C. Religious Leave.

Upon notification to the building principal, teachers shall have the right to participation in recognized religious holidays, such absence to be deductible from their accumulated paid leave days. Request should be made to the building principal at least two (2) days in advance.

The Board, for each school year covered by this Agreement, shall contribute one hundred (100) days to the religious leave bank, for the duration of the Agreement, and made available to teachers upon their application and approval by the Joint Committee. Such application shall not exceed two (2) days per teacher per year. Any balance of days left in the religious leave bank at the end of each school year shall expire.

Section D. Teacher Absences not Charged Against Leave Allowance; Worker's Compensation.

1. A teacher who is absent due to injury compensable under the Michigan Worker's Compensation Act may elect to subsidize his/her worker's compensation check in the following manner:

   The teacher may endorse his/her worker's compensation check over to the Board of Education and in return the Board will pay the teacher's full contractual weekly salary for a period of ninety (90) days without loss in accumulated paid leave days. After that period the teacher may elect to use the portion of his/her paid leave days (financial worth) which makes up the difference between his/her weekly worker's compensation payment and weekly contractual salary payment. The policy shall continue until such time that the accumulated leave expires or the long-term disability policy begins, whichever occurs first.

2. A teacher may be absent without loss of compensation or charge against his/her leave allowances for the following reasons:

   a. mandatory service on a jury, or appearance in court as a witness or under subpoena;

   b. visitations, conferences, or conventions approved by the Board of Education;

   c. Selective Service physical examination;

   d. with the approval of the superintendent or designee, in connection with any incident of assault or suit because of disciplinary action taken by the teacher.

Section E. Payment Upon Severance of Employment.

1. Upon the severance of their employment, teachers with ten (10) or more years of service in the School District shall be granted a severance payment equal to average of their per diem contract rate for the last ten (10) months worked as applied to one-half (1/2) of their unused accumulated paid leave days; however, the maximum days the teacher shall be reimbursed for shall not exceed 72 days (one-half of 144 days) provided, however, that they do one of the following:

    a. retire and participate in the provisions of the Michigan Public School Employees' Retirement Fund;

    b. resign for reasons of health;

    c. resign at the end of a school year;

    d. resign at the end of a semester (with 45-day notice);

    e. are laid off and resign.

    f. released for lack of required certification and resign.

2. Teachers who are laid off and resign within two (2) years of the effective date of said layoff will have their severance payment (Section E, 1), reduced to reflect any benefits received under the Michigan Employment Securities Act (MESA). In the event the benefits received under Section E, 1, are less than those received under the MESA, the severance payment is forfeited.

3. Severance due to failure to obtain/maintain required certification will result in the added salary payment (cf. Section E, 1), being reduced to reflect benefits received under the Michigan Employment Securities Act (MESA). In the event the benefits received under Section 5, 1, are less than those received under the MESA, the severance payment is forfeited.

4. When a teacher is eligible for retirement under the Michigan Public School Employees' Retirement Fund and retires, but has not served a full ten (10) years in the School District, his/her payment for accumulated paid leave shall be prorated according to the number of years s/he has spent in the system, based upon payment for one half of the accumulated days at the end of ten (10) years, at the current salary rate.

5. Effective June 30, 1992, the number of accumulated paid leave days that may be used to qualify for severance payment shall be frozen at the number of accumulated paid leave days in the teacher's bank as of said date, not to exceed seventy-two (72) days (one-half of 144 days). However, the number of accumulated paid leave days that may be used to qualify for the severance payment may be reduced through the teacher's subsequent usage of the days for the reasons listed in Sections B and/or C, above; although those lost days may be restored to the teacher's previously frozen maximum by non-usage of future paid leave days.

6. After June 30, 1992, the severance payment will be equal to the teacher's per diem rate for the 1991-92 school year applied to the number of accumulated paid leave days as outlined in 5, above, upon his/her severance of employment with the School District.

7. Teachers employed prior to July 1 1992, who meet the requirements outlined above in Section E, 1-4, shall be eligible to participate in the severance payment program.

8. Teachers employed after June 30, 1992, shall not be eligible to participate in the severance payment program.

Section E. Sabbatical Leave.

1. Pursuant to Section 340.572 of the School Code of 1955, a maximum of two percent (2%) of the teachers who are named in the bargaining unit may be granted a sabbatical leave for professional improvement for a period not to exceed two (2) semesters at any one time, provided that the teacher has been employed by the Board for at least seven (7) consecutive years. All sabbatical leaves shall be in accordance with the Sabbatical Leave Policy of the District. Compensation for a teacher on a sabbatical leave will be granted on the basis of one half (1/2) of the teacher's base salary and full hospital/medical and life insurance coverage.

2. The superintendent may designate certain areas of critical need to the District in which a teacher may take a sabbatical leave for professional study. In the event that the teacher's planned course of study in an area of critical need to the District is approved by the superintendent, said teacher shall be compensated while on such leave, on the basis of three quarters (3/4) of his/her base salary and full hospital/medical and life insurance coverage. Sabbatical leaves for professional study in areas of critical need to the District shall be limited to four (4) teachers per year. Said leaves shall fall within the two percent (2%) maximum set forth in subsection 1, above.

ARTICLE XII

PROCEDURES FOR ADMINISTRATIVE EVALUATION OF TEACHERS

Section A. General Provisions for Evaluation.

1. The Board and the Association recognize the need for continuous growth and improvement of the educational process. Evaluation of instruction and learning is a proper function of the Board and its designees as named in subsection 5, below. The provisions of this article are to provide procedures wherein formal recorded evaluation of teaching services is carried out.

2. The evaluation of a teacher's teaching services shall include all aspects of the teacher's work, classroom performance and relations with students, and other related obligations including but not limited to curriculum improvement, staff relations, acceptance of procedures, and relations with students and the public outside the classroom. A teacher's classroom performance shall be evaluated by observations and other evidence of the teacher's classroom activities and submitted to the teacher's personnel file on the form illustrated in Appendix B.

3. The evaluator shall notify the teacher in advance of his/her intention to observe the teacher's classroom or work assignment. The evaluator will notify the teacher of two (2) possible dates and times when the evaluation is anticipated and will attempt to visit the classroom or work assignment at such dates and times, if at all possible. The teacher shall prepare a statement prior to said visit on the form illustrated in Appendix C; said form shall be in the possession of the evaluator prior to said visit; it shall include but not be limited to the following:

    a. extraordinary conditions existing in any class which may be observed;

    b. need for any unique or extraordinary approach to content or handling of students; and

    c. the teacher's expectations of the purpose of the day's class.

4. All evaluation reports shall be made in writing and shall be based upon an observation of not less than one (1) thirty-minute session or two (2) twenty-minute sessions. In order for the evaluator to prepare said evaluation, a conference between the evaluator and the teacher who has been observed shall be held within ten (10) school days after the evaluator has completed the last observation or observations, during which conference the evaluator shall discuss with the teacher the statements which are to be made on said evaluation form. A copy of said evaluation shall be given to the teacher. Should the teacher so desire, s/he may request a second observation and evaluation under the conditions set forth in this article; an Association representative may be present upon the teacher's request at the second conference with the evaluator.

A portion of the principal's evaluation of probationary teachers may be based upon unscheduled visits to the teacher's classroom or work assignment.

5. In all evaluations the evaluator shall be a building principal, associate principal, assistant principal, or administrator. Department heads and coordinators may assist in evaluation of teachers by observing the service of teachers in accordance with the terms of subsection 4, above and Section C, 1, below; department heads shall report their observations and recommendations to the evaluating administrator in the presence of the teacher who has been observed; said administrator shall prepare a written evaluation based upon but not limited to the report of the department head.

6. Whenever an evaluation statement which originates with a supervisor indicates deficiencies in the teacher's teaching services and becomes part of the teacher's personnel file, said statement shall include a recommendation with reference to ways by which the teacher can improve his/her service, or in the alternative, shall include reasons why said recommendation cannot be made.

7. a. The Board and the Association recognize the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment, and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupils in the classroom

   b. The Board of Education shall not be furnished with test results of an individual student or the identity of classroom instructors in which the test is given. The test data and analysis tendered by the superintendent of schools to the Board of Education shall not be utilized to rate, grade or evaluate performance of any member of the teaching staff.

Section B. Evaluation of Tenure Teachers.

Evaluation of tenure teachers shall be made on the evaluation form no less frequently than once every three (3) school years after placement on tenure; evaluation of classroom work shall be based upon observations made after the third Monday of September of any school year and prior to one (1) week before the end of the school year.

Section C. Evaluation of Probationary Teachers, Hereinafter Called "Probationers."

1. Schedule of Evaluation.
   Probationers, excluding counselors and social workers, shall be observed in the performance of their work, such as classroom teaching or in similar assignments, for at least four (4) thirty-minute periods or two (2) twenty-minute periods may be substituted for one (1) thirty-minute period during the first

year of probation. The Board agrees that the formal observation and subsequent evaluation conferences which follow probation procedure shall be distributed throughout the school year. Similar observations shall be made no less than two (2) times during the second probationary year but not during the first three (3) weeks of the school year, not the day preceding the Thanksgiving, Christmas, winter and spring recesses except at the teacher's request. The above mentioned conferences shall be spaced thirty (30) or more calendar days apart. In extraordinary situations such as the probationer's extended illness or layoff, the necessary six (6) observations and conferences during the two (2) probationary years may be reduced in number or scheduled more frequently than thirty (30) calendar days apart. Each of the described observations shall be made by a building principal, associate principal, assistant principal, administrator, or by the department head, as described in Section A, 5, above.

2. Teaching Coach.

A teaching coach shall be assigned by the principal within the first three (3) school days of the probationary year, with the advice, where available, of the Building Professional Relations Committee. The teaching coach shall be a tenure teacher and insofar as possible have a minimum of five (5) years teaching experience and shall be engaged in teaching within the same building or discipline as the probationer. It shall be the duty of the teaching coach to assist and counsel the probationer. Insofar as possible, the probationer shall have the same coach throughout the entire probationary period unless a change is requested by either the coach or probationer.

3. Probationer's Replies to Report.

The probationer may submit comments concerning his/her conference reports, which shall be attached to all copies of said reports and shall remain as a part of said report during the entire length of time that they remain as part of the teacher's personnel file. The second portion of the form illustrated in Appendix C may be used for the purpose of making a reply to conference reports.

4. The Building Professional Relations Committee.

The Committee shall have as its responsibility consultation with probationers in the following respects:

a. evidence of professional growth as it affects the other members of the building staff;

b. adjustment to building procedures in situation where adjustment or failure is of concern to other members of the building staff;

c. relations with fellow teachers, strictly limited to professional matters.

The committee shall make every effort to help the probationer adapt to the professional climate of the school and become an independent professional person. The entire committee, or individual members authorized by the committee, shall carry on conferences as follows:

a. first week of the school year - meet with all probationers;

b. during November, no later than December 12 - hold an individual conference with each probationer;

c. in February - meet with all probationers and with individual probationers if the committee deems it advisable or the probationer so requests.

The committee shall make and keep a record of each November conference and any subsequent individual conferences with each probationer. No copy of said record shall be distributed to any person except the probationer and to the superintendent of schools if the committee so decides, as set forth below. Ninety (90) days prior to the end of each probationary year the committee shall file a report with the superintendent which shall include a summary of the committee's findings with respect to the probationer and limited to the three areas of concern set forth above. Said summary shall include the committee's recommendation with reference to the probationer's status for the subsequent school year, namely tenure, continuing probation, or dismissal; reference may be made to conferences with individual probationers if the committee agrees that such information is necessary to support its recommendation. Said summary shall bear the signatures of all members of the committee; committee members who disagree with a summary may file minority reports and opinions, duly signed. Released time for the Building Professional Relations Committee in each high school to complete the November conferences, not to exceed one (1) day, shall be provided at the request of the committee chairperson.

5. <u>Statements to Conclude Each Year.</u>

No later than ninety (90) days prior to the end of each probationary year written recommendation shall be furnished to the superintendent for each probationer by the Building Professional Relations Committee as set forth above; another recommendation shall be furnished by the building principal. Said recommendation shall be based upon the administrator's evaluations, conferences and observations. A copy of each recommendation shall be furnished to the probationer. If either recommendation contains any information not previously made known to and discussed with the probationer, the probationer shall have an opportunity to submit additional written comments to the superintendent. In the event that the recommendations of the Building Professional Relations Committee and the building principal are in disagreement with respect to any probationer, the superintendent or designee shall meet with the committee in

an effort to resolve the disagreement or to gather additional information.

6. Right to Hearing.

A probationary teacher whose probation has been terminated because of unsatisfactory teaching, in the opinion of the Board, shall have the right to a hearing before an ad hoc committee of at least three (3) members of the Board upon the request of the teacher, made within thirty (30) days of the receipt of notice of termination. Such hearing shall be held within thirty (30) days of the receipt of such request, unless otherwise provided for by the parties.

Section D. Exemptions from Grievance Procedure.

Procedural irregularities shall be grieved at the time of the occurrence within the time limits of the grievance procedure. Said irregularities shall not be the basis for disputing the Board's decision on the extension of the probationary period or the termination of the probationary employee.

ARTICLE XIII

TEACHER SELF-EVALUATION

Section A. General Provisions.

The Board recognizes the need for teacher self-evaluation and improvement by providing, insofar as possible, for teachers' use electronic equipment for video-tape recording the of the teacher's performance. Use of said equipment by teachers shall be a voluntary activity.

Section B. Nature of Evaluation.

The taped records of said sessions shall be confidential and restricted to viewing by the teacher and those the teacher might designate. In no way shall said tapes become a part of the administrative evaluation.

Section C. Provision of Equipment.

Electronic equipment provided for such teacher self-evaluation shall be used first for the purposes set forth in this Article and assigned according to a written schedule maintained by the Instructional Materials Center. Any other uses of said equipment shall be subordinate to the uses set forth in this Article.

ARTICLE XIV

MAINTENANCE OF FILES ON TEACHERS

Section A. Definition and Scope.

1. The term "file" as used herein shall mean the accumulated record of employment which is maintained by the personnel office. Hereinafter this file shall be called the teachers' personnel file. All other records of service by teachers shall be considered as informal and without effect upon the teachers' employment status.

2. All personnel files belong to the School District. Each teacher's personnel file shall contain the following minimum items of information:

   a. current tuberculosis report;

   b. physician's statement of fitness for teaching duties made at the beginning of employment and every five (5) years thereafter;

   c. all teacher evaluation reports as described in Article XII;

   d. copies of all contracts up to and including the continuing contract;

   e. tenure recommendations;

   f. record of teaching certificates;

   g. transcript of academic records; and

   h. correspondence with the personnel office.

3. Materials which shall be identified as having been received but not shared in totality with teachers shall include:

   a. communications from within the school system prior to July 1, 1966;

   b. pre-employment credentials and communications; and

   c. communications originating from persons who are not Royal Oak School District personnel, as set forth in Section C, below.

4. Any report of an observation of teaching services of a teacher other than as provided in Article XII shall be put in writing, shown to and discussed with the teacher within a reasonable time after such observation and prior to inclusion in the personnel file; such report shall, in fact, be included in said file if it is to be used for discharge, demotion or suspension of a teacher.

5. No material shall be placed in the teacher's personnel file without notification to the teacher of said inclusion and allowing the teacher an opportunity to submit additional comments which shall become a part of that file. See Section C, 1.

Section B. Right to Inspection.

Each teacher shall have the right, upon request and appointment, to review the contents of his/her own personnel file, excluding confidential information described in Section A, 3, above. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Section C. Replies to Complaints.

1. In the event that the Board shall receive any written communications from persons who are not Royal Oak School District personnel, the teacher shall be notified within a reasonable period of time that the Board has received such communication and shall be given an opportunity to read such communications; however, the name of the person who has written such communication may be withheld by the Board. If any communication is to be included in the file, then full disclosure of its source, including the names of sources, must be given.

2. Information from an anonymous (unknown to the teacher) source shall not be used by the Board as the basis for disciplinary action under any circumstances.

3. The teacher shall have the right to make a written reply to any communications or notations of information received, as described in this Section. Said reply shall be attached to the allegation or information during the entire length of time that it remains as part of the teacher's personnel file.

Section D. Disclosure of File Outside District.

Those materials in the teacher's personnel file which are described in Section A, 3, a, above, namely communications from within the school system prior to July 1, 1966, and which have not been inspected by the teacher, shall not be used as the basis of any evaluation of the teacher for the purposes of information to any individual or agency outside the School District.

ARTICLE XV

GRIEVANCE PROCEDURE

Section A. Purpose, Definitions, Limitations.

1. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

2. Nothing contained herein shall be construed to prevent any teacher from presenting a complaint for adjustment without recourse to the grievance procedure and without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

3. The term "grievance" shall mean a claim of an alleged violation, misinterpretation, or misapplication of this agreement including policies of the Board (adopted 1/6/71, as amended) which are in conflict with the terms of this Agreement.

4. The term "grievant" shall mean the teacher or teachers asserting the claim; the Association may, with the consent of the grievant, represent the grievant in the capacity of advisor and spokesperson in all matters which concern the grievance. Any grievant may be present at any stage of the grievance procedure. The Association may initiate a grievance in behalf of its own rights as set forth in Article III.

5. The term "day" in this Article shall mean school days.

6. Any dismissal, discharge, discipline, demotion, or reduction in rank or compensation for which a remedy is provided under the Michigan Teachers' Tenure Act, or any other complaint or dispute for which redress is provided under the provisions of that Act, shall not be subject to the grievance procedure set forth in this Agreement.

7. All complaints with reference to this Agreement shall be discussed informally with the building principal or other involved supervisor in an effort to resolve the complaint prior to filing a formal grievance. The Association shall have opportunity to be present at such complaint.

Section B. General Provisions.

1. All grievances shall be filed and processed on forms developed by the Board and the Association, as provided in Appendix D of this Agreement.

2. The time limits indicated at each level of the procedure as set forth in Section C, below shall be considered as a maximum;

however, said time limits may be extended by mutual consent of the Board and Association, and stated in writing.

In the event a grievance is filed after May 15, the superintendent shall use his/her best efforts to process such grievance prior to the end of the school term.

3. Teachers shall not be absent from their assigned duties during the regular school day to discuss and process grievances. Teachers' planning time shall be an exception to this subsection.

4. If the grievance involves more than one school building, said grievance may be filed directly with the superintendent or designee in accordance with the procedure set forth in Section C, below.

5. Notwithstanding the expiration of this Agreement, any grievance arising under the terms of this Article shall be processed through the grievance procedure until resolution is reached.

Section C. Steps of Grievance Procedure.

1. A grievance must be filed within ten (10) days of the occurrence of which the grievant complains or ten (10) days of the date when the grievant or Association had reasonable opportunity to be aware of said occurrence. Any grievant may initiate the formal grievance procedure by delivering a copy of said grievance form to the principal or supervisor.

2. Step One.

Within five (5) days of receipt of the written grievance, the principal or supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or supervisor shall indicate the disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and/or Association representative and to the chairperson of the Association Grievance Committee.

3. Step Two.

If the grievance is not resolved at Step One the grievance may be transmitted to the superintendent by filing a written notice thereof with his/her office within seven (7) days of receipt of the principal's or supervisor's written disposition. The superintendent or designee shall meet with the Association within five (5) days of the receipt of the grievance at this step in an effort to resolve it, shall indicate the disposition thereof in writing within seven (7) days of such meeting, and shall furnish a written copy of the disposition to the Association.

4. Step Three.

If the grievance is not resolved at Step Two, the grievance, at the option of the Association, may be submitted to arbitration. The Association shall give the superintendent or his designee written notice of its intention to arbitrate within five (5) days of receipt of the written disposition of the superintendent. If within five (5) days of receipt the said Association intention of arbitration the parties cannot agree as to an arbitrator, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association. Neither the Board nor the Association shall be permitted to rely on any evidence in the arbitration proceeding if a request to see such evidence has been made by the other party and denied by the Board or the Association. The award of the arbitrator shall be final and binding upon the Association, the Board and any teacher or teachers involved.

Section D. Provisions of Arbitration.

1. The arbitrator shall have no power to add to, subtract from, alter or in any way modify the terms of this Agreement or construe said terms in derogation of the Board's rights and responsibilities, except to the extent such rights and responsibilities may be expressly limited by the terms of this Agreement.

2. 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.

Section E. Disposition in Event of Default.

1. Failure of the Association to proceed with any grievance within the time limits set forth in Section C, above, shall result in dismissal of the grievance and shall be deemed an acceptance of the decision previously rendered at the most advanced Step of the procedure before the said failure to observe stated time limits.

2. Failure of the Board or its representatives to render a decision within the time limits set forth in Section C, above, shall automatically move the grievance to the next Step in the procedure.

ARTICLE XVI

TEACHER CLASS LOAD AND CLASS SIZE

Section A. Planning Time Defined.

For purposes of this Agreement, planning time shall be considered as any activity related to the professional responsibility of the teacher in which the teacher is engaged during a school day and which is not scheduled as direct pupil contact. Travel time for itinerant teachers shall not be considered as part of their planning time or lunch period. Less than full-time teachers shall receive planning time proportionate to that provided herein.

Section B. Elementary Teacher Load.

1. All full-time kindergarten teachers shall have one hundred fifty (150) minutes of planning time per week. Kindergarten teachers shall be released from pupil contact during scheduled physical education classes. Such classes shall be held in three (3) twenty-minute sessions for each kindergarten section. Each full-time kindergarten teacher shall have thirty (30) additional total minutes planning time distributed among a.m. or p.m. sessions in which no physical education is scheduled. Half-time kindergarten teachers will benefit proportionately.

2. All first-through-sixth grade teachers shall have one hundred fifty (150) minutes of planning time per week. The first-through-sixth grade teacher shall be released from pupil contact during the scheduled elementary special classes, which are to be no less than the following duration: art, forty (40) minutes per week; music, fifty (50) minutes per week; and physical education, sixty (60) minutes per week.

3. All art, music, and physical education teachers in the elementary schools shall have at least two hundred (200) minutes of planning time per week. The Board will make every reasonable effort to provide a balance of planning time between buildings. This planning time shall not include travel time between schools or the passing time between classes.

4. If possible planning time shall be spread across not less than four (4) days per week.

Section C. Junior and Senior High Teacher Load.

All junior and senior high school teachers shall teach no more than five (5) class hours of pupil contact. All junior and senior high school teachers shall have one (1) class hour designated as their planning period.

Section D. Class-size Limit Recommendations.

1. The senior high school class-size limitation recommendation shall be thirty (30) pupils in all classes in English, foreign language, social studies, business, mathematics, and driver education, except for those classes listed below:

Advanced Art	28	General Mathematics	25
Advanced Graphic Arts	16	Graphic Arts	16
Advanced Machine Shop	16	Home Economics	26
Advanced Woodshop	20	Kimball General Metals	20
All Drawing Classes	29	Life Science	29
Auto Maint/Mechanics	18	Metal Fabrication	20
Basic Foods	24	Model Office	24
Basic Mathematics	25	Office Machines	24
Biology	29	Physical Education	40
Chemistry	29	Physical Science	29
Clothing	24	Physics	29
Composition/Writing	20	Programming	24
Developmental Reading	20	Senior Science	29
Dondero Machine Shop	20	Shorthand II	28
Environmental Science	29	Woodshop	20
Fundamentals	20		

2. The junior high school class-size limitation recommendation shall be as follows:

Art	24	Mathematics	30
English	30	Physical Education	40
Foreign Language	30	Science	30
Fundamentals	20	Social Studies	30
Home Economics	24	Vocal Music	30
Industrial Arts	24		

3. The elementary class-size limitation recommendation shall be as follows:

Young Fives	18
Kindergarten - Grade One	26
Grade Two, Grade Three	27
Grade Four-Grade Six	28

4. Class-size limitation recommendations for new classes shall be developed by the Joint Committee.

5. In a team teaching situation on any grade level the recommended limitation shall be a ratio of one (1) teacher to every thirty (30) students.

6. When a class size of a teacher for any class period exceeds the above limit recommendation any time after the fourth Friday of September count, the teacher may petition for relief or assistance to the Joint Committee, giving the particulars of the situation. It is recognized that some classes may exceed the recommended limit without creating an unusual problem for the teacher. All petitions for relief or assistance should include rationale for the

particular situation, and all petitions will have to be weighed on their relative merits. However, if the class-size limit recommendation is reached and the class includes mainstreamed special education or AST pupils the teacher will receive priority consideration for relief.

All petitions which are filed in the month of September and October shall be answered within four (4) weeks by the Joint Committee. All petitions received in subsequent months shall be answered within two (2) weeks. The Joint Committee shall render a decision concerning the type of relief or assistance which it recommends, and the building principal shall be directed to implement the Joint Committee's decision. The relief or assistance may include, but not be limited to, the help of a teacher aide, removing the additional students from the classroom, or providing the teacher more materials and equipment.

7. The Joint Committee shall have a class-size adjustment fund in an amount upgraded to effect the same assistance in 1989-90 and 1990-91 as seventy-six thousand dollars ($76,000) could have effected in 1982-83 for use in rendering the decision concerning relief and assistance for teachers who have student numbers above the limit recommendation.

8. The Joint Committee shall evaluate its class-size solutions through contact with the classroom teacher within thirty (30) days. The Joint Committee shall keep a record of expenditures concerning relief and assistance for class-size limitations.

Section E. Special Education Programs and Support Personnel.

1. The Board recognizes that a child with emotional or learning disabilities is entitled to the best professional efforts of all teaching personnel. A teacher may refer the child to the principal for evaluation by the school psychologist, social worker and/or other appropriate personnel. Consultation, testing or other examinations shall be provided as soon thereafter as availability of needed personnel permits.

2. As early as is possible after the above evaluation, a meeting of all involved staff members will be held to formulate a recommendation for an appropriate program for the pupil.

3. During the period described above, the teacher shall receive all possible advice and assistance from school personnel relative to working with the student. In the event that the recommendation is to maintain the student in the regular classroom, appropriate supportive assistance will continue to be given to the teacher. In the event the teacher believes that the staffing recommendation is not adequate, s/he may request a review by the committee which made the recommendation.

4. In the event a child is recommended to be placed in a Special Education program, placement shall be made as early as possible. The child who is awaiting such placement shall be placed on the waiting list for the program, and the teacher shall receive all

possible advice and assistance from other professional personnel relative to the needs of the child.

5. When preparing the master schedule at the beginning of the school year, the principal shall endeavor to balance assignment of mainstreamed special education or AST pupils between available sections and classes.

ARTICLE XVII

REGULAR AND SUPPLEMENTAL SALARIES OF TEACHERS; DEDUCTIONS

Section A. Contract Salaries.

1. The contractual salaries of teachers included in this Agreement are set forth in Appendix E, which is attached to and made a part of this Agreement. The salary schedule in Appendix E shall be adjusted as follows:

   Using the maximum salary paid at Category 3 (M.A. degree or A.B.+30 semester hours, Step 10), the relative rank of Royal Oak teachers as compared to the MA maximum in the other 27 school districts in Oakland County will be as follows:

   1989-90 and 1990-91: The percentage increase will allow the salary at Category 3 (M.A., A.B. + 30) maximum to be .50 of the difference between ranks eight (8) and ten (10).

   1991-92: The percentage increase will allow the salary at Category 3 (M.A., A.B. + 30) maximum to be .50 of the difference between ranks seven (7) and nine (9).

The percentage of salary increase needed to accomplish this will be applied to all other Salary Categories. In addition, the following provisions will be effected:

a. In no case will the percentage of increase applied to the 1988-89 MA maximum salary schedule be less than four and one-half percent (4.5%), nor greater than six and one-half percent (6.5%) in 1989-90; nor less than four and three-fourths percent (4.75%), nor greater than six and three-fourths percent (6.75%) applied the 1989-90 MA maximum salary schedule in 1990-91; nor less than 5 percent (5%), nor greater than seven percent (7%) over the 1990-91 MA maximum salary schedule in 1991-92.

b. Ninth (9) position will be the exact mid-point between districts ranked eighth (8) and tenth (10). Eighth (8) position will be the exact mid-point between districts ranked seventh (7) and ninth (9).

c. The ranking of districts will be done on the first Friday of the school year after students report based on all Oakland County school districts settled on that date. If necessary, a retroactive adjustment in rankings will be done on the opening day of the second semester, with those adjustments accomplished through the second semester payroll.

d. Should the total cost to the District of health insurance premiums combined with the cost of the option to health insurance (TSA option):

(1) for 1989-90, increase by 10.1% - 15%, the salary maximum cap will be reduced by one-quarter percent (.25%); if the increase is 20.1% - 25%, the salary maximum cap will be reduced by an additional one-quarter percent (.25%); if the increase is 30.1% - 35%, the salary maximum cap will be reduced by an additional one-quarter percent (.25%), etc.

(2) for 1990-91 and 1991-92, increase by 5.1% - 10% the salary maximum cap will be reduced by one-quarter percent (.25%); if the increase is 15.1% - 20%, the salary maximum cap will be reduced by an additional one-quarter percent (.25%); if the increase is 25.1% - 30%, the salary maximum cap will be reduced by an additional one-quarter percent (.25%), etc.

2. The contract amount paid to teachers shall be in consideration for a one hundred eighty-five (185) day professional commitment. Said commitment shall include one hundred eighty-five (185) days of teaching responsibility as set forth in the calendar (Appendix G). Salary deductions for absences not compensated during the course of the year shall be made on the basis of one-one hundred eighty fifth (1/185) of the annual salary for each day lost.

3. Scheduled days of student instruction, which are not held because of conditions not within the control of the Board of Education, including inclement weather, may be rescheduled, at the discretion of the Board. Teachers will receive their regular pay for days which are cancelled, but shall work on any rescheduled days with no additional compensation.

   The Board shall not be required to cancel a pupils-not-in-session day or that portion of any day which is scheduled to be a partial pupils-not-in-session day. However, the Board may do so at its discretion. The Board shall not be required to reschedule such days which are cancelled, but may do so at its discretion after consultation with the Association.

   It is understood that the total annual salary is based upon one hundred eighty-five (185) days of work during the entire school year regardless of whether the days actually worked are the same as originally listed in the calendar (Appendix G) or are adjusted due to necessary rescheduling as provided above.

4. Computation of total salaries which are due to teachers who begin work after the contractual year or terminate employment before the end of said year shall be based on the ratio of the number of work days to the one hundred eighty-five (185) scheduled days.

5. Procedures and methods for the handling of deductions, corrections, pay options and disbursements of checks shall be the responsibility of the Board, except in those situations

where the teacher rightfully selects a specified procedure such as method of payment to the Royal Oak Schools Credit Union.

6. All computations of experience credit on the salary schedule is determined at the date of initial employment, except as provided in Section G, 4, below.

7. Effective with the 1989-90 school year, an additional step shall be added to the salary schedule set forth in Appendix E. The step shall be designated as "Step 25." The "Step" will be created by adding $1000 to the amount listed on Step 10 (Appendix E).

   To be eligible to receive this "Step 25" salary, a teacher shall have completed twenty-five (25) years of service in the Royal Oak School District.

Section B. Supplemental Salaries.

1. The supplemental salaries for teachers set forth in Appendix F, excluding F - II, as well as F - III (elementary music) for the 1989-90 school year only, which are listed in annual dollar amounts shall be increased by the same percentage amount as the salaries listed in Appendix E.

   However, for the 1990-91 and/or the 1991-92 school years, an ad hoc committee may be established by the Joint Committee to recommend adjustments for individual activities. The recommended individual adjustments may be made from a pool created by increasing the amount expended in the prior year by the same percentage increase as applied to Appendix E, rather than applying said adjustment to Appendix F. The recommendation(s) will be reviewed and may be approved by the Joint Committee.

2. The activities set forth in Appendix F call for exceptional demands upon an individual for time and effort over and beyond the regular workday or work year, and shall be compensated as herein provided. Participation in these activities and acceptance of the supplemental salary is voluntary on the part of the individual. Supplemental salary rates listed represent maximums for each individual.

Section C. Summer School/Professional Development Rates.

The rate for summer school and professional developmental assignments (i.e., inservice and staff committees) which occur during the summer months shall be set at:

Teacher experience as a regular Royal Oak teacher:

First through third year: $11.54 per hour
Fourth through sixth year: $13.15 per hour
Seventh years or more: $14.76 per hour

Section D. Driver Education Rates.

The following rates shall apply to Driver Education assignments:

First year of teaching in the Royal Oak program: $12.30 per hour
Second year of teaching in the Royal Oak program: $14.01 per hour
Third year of teaching in the Royal Oak program: $15.72 per hour

Section E. Hourly Wage Adjustments:

The rates listed in Section C and D, above, shall be increased by the same percentage amount used in determining Appendix E.

Section F. Procedure for Promotion on Salary Schedule.

Teachers who earn additional credits entitling them to advancement on the salary schedule and present an official transcript offering proof of eligibility for the advancement shall receive the salary change effective as follows:

1. For all transcripts received by August 31, the salary adjustment will be made and retroactive pay will be issued in the second pay of October.

2. For all transcripts received by December 31, the salary adjustment will be made and retroactive pay will be issued in the second pay of February.

3. For all transcripts received by June 1, the salary adjustment will be made and retroactive pay will be issued the last pay period of June.

Retroactive pay will be provided to the transcript date of eligibility, but to no earlier time than ninety-two (92) days in the preceding school year.

Section G. Credit for Experience Outside of the School District.

1. Upon commencement as a contract teacher, probationary teachers with outside contract teaching experience (including service in the United States Armed Forces) shall be placed on the salary schedule at no less than one-half year credit for each full year of outside service to a maximum of five (5) years experience credit.

2. The Board may grant credit on the salary schedule for years and/or half years of experience of comparable value to teaching in the type of position for which said teacher is employed, provided such comparable experience occurred within the past eleven (11) years.

3. Upon completion of the probationary period, a teacher shall be allowed credit for teaching experience (including service in the

United States Armed Forces) outside of the Royal Oak School District at the rate of one (1) increment for each year of such experience to a maximum of Step 10, provided such experience occurred within eleven (11) years immediately preceding the Royal Oak service.

4. Upon full-time employment in the District, less-than-full-time teachers, who have earned concurrent employment experience, shall receive credit for such experience on the salary schedule.

   Concurrent employment experience will be recognized for salary schedule credit on the same basis as credit granted for experience upon employment as a full-time teacher.

Section H. Experience Within the School District; Methods of Computing Experience.

A teacher shall be allowed credit for teaching experience inside the School District at the rate of one (1) increment for each year of such experience, provided such experience occurred within the twenty (20) years immediately preceding present Royal Oak service. In computing credit for previous teaching experience, experience within the School District shall be counted second in order to allow a teacher the maximum benefit for Royal Oak service.

Section I. Oakland Technical Center-Southeast Campus.

1. All teachers with Provisional, Permanent, or Life Certificates shall be paid according to the established Royal Oak salary schedule.

2. Teachers with Vocational Certificates only, or those eligible for whom such certificates are in the process of issuance, shall be paid on Category 1 minus five percent (5%) and when they reach Step 10 to be paid on Category 1 with no deductions.

3. Work experience shall be granted according to the following guidelines:

   a. full credit for teaching experience;

   b. full credit for military service time;

   c. full credit for work experience for all teachers who have Michigan Provisional, Permanent or Life Teaching Certificates;

   d. full credit for work experience, minus two years of work experience needed to qualify for Michigan Vocational Certificates, for teachers without Michigan Provisional, Permanent or Life Certificates.

4. Teachers of cosmetology who must conduct their classes beyond the regular school calendar shall be paid at the Driver Education (Section D) hourly rate.

5. Teachers who conduct a third session class shall be paid an additional five-twelfths (5/12) of their regular salary. OTC-SC teachers who teach all three (3) sessions shall receive pay for absences from the third session provided such absence is due to personal illness, the teacher has been absent from all three sessions, and the teacher has current or accumulated paid leave days available. This shall be limited to five occurrences per semester.

Section J. Additional Salary for Extra Services.

1. If a high school or junior high school teacher assumes an additional period of teaching responsibility on a regular basis (e.g., for twenty [20] consecutive days or more), s/he shall receive extra compensation at the rate of one sixth (1/6) of the daily salary rate.

2. In the event that a teacher is required to assume the responsibilities of an absent teacher for a short-term emergency; and as a result of the teacher assuming an additional period of teaching responsibility, such teacher shall receive remuneration for each such additional period in accordance with the following schedule:

Planning period in secondary school	$13 per clock hour paid on a one-quarter (1/4) hour basis
Elementary school vocal music, art or physical education period	

Section K. Deduction from Payroll.

The Board shall make payroll deductions upon written authorization from teachers for a maximum of two approved annuity programs; the Royal Oak School Employees' Credit Union; United Foundation donations, Association dues or representation fees, which may include authorized political contributions; or any other plans or programs jointly approved by the Association and the Board.

Section L. Mileage Allowance.

When a teacher assigned to more than one building uses an automobile to travel between school locations, s/he shall be compensated for such mileage traveled at the rate of eighteen cents ($.18) per mile unless in the future the Board shall act to give other employees a higher rate at which time that new rate will apply to teachers. Mileage will be paid on a monthly or semester basis upon submission of a mileage voucher to the teacher's immediate supervisor.

Section M. Remuneration for Club Sponsorship.

1. A club with remunerated sponsorship is one which is recognized within the policies of each school. A club must meet no less

than fifteen (15) times per year. Seasonal clubs may be considered for half compensation to the sponsor on the basis of less than fifteen (15) meetings.

2. A ski club sponsor may receive full compensation without fifteen (15) meetings because of the involvement of the sponsor in lengthy ski outings.

3. Each club meeting the above criteria may have allocated three hundred dollars ($300) for the sponsor, which may be divided between more than one co-sponsor, except that the National Honor Society, Ski Club, Varsity Club, Water Polo and Pep Clubs may request more than one fully-paid sponsor on the basis of extensive activity and/or membership. The principal may approve such multiple sponsorships at his/her discretion.

Section N. Salary for High School Department Heads.

Heads of departments at the high school level shall receive the contractual salary of teachers with appropriate salary credit for academic preparation and years of experience, plus an additional five percent (5%) of said contractual salary and ten dollars ($10) annually for each teacher in the department of which they are head, exclusive of themselves. For purposes of computing the number of teachers in any department, a teacher shall be considered to be a member of the department in which s/he renders service for a majority of his/her daily working hours.

Section O. Compensation for Required Court Appearance During a Non-scheduled Work Period.

1. Teachers who receive a subpoena for a court appearance during a non-scheduled work period may be compensated at the applicable summer school/professional development rate (Article VXII, Section C) for the time that they are required to be in attendance at court provided that:

    a. the subpoena was issued by the School District or its legal counsel, or the subpoena was the result of an action taken by the teacher(s) regarding a student, while serving in his/her official capacity as an employee of the District (e.g., Protective Services);

    b. written documentation of said subpoena is provided to the personnel office in conjunction with a request for payment of time to be spent in the court;

    c. approval for compensation is granted by the personnel office prior to the date stipulated in the subpoena;

    d. following the mandated court appearance, the witness fee is submitted to the personnel office with verification from the court concerning the length of time spent in attendance.

2. The compensation paid, including the witness fee, under this Section shall not exceed the hourly rate multiplied by the hours in attendance in court.

3. Teachers may appeal the denial of any request for compensation for job-related mandated court appearances during non-scheduled work periods to the Joint Committee. The determination of the Joint Committee shall be final and it shall not be subject to the provisions of the grievance procedure.

ARTICLE XVIII

INSURANCE COVERAGE FOR TEACHERS

Section A. Hospitalization Insurance.

1. The Board shall provide up to full-family hospitalization coverage for all eligible teachers. Full-family coverage shall mean the cost of the Blue Cross/Blue Shield MVF-II policy, including master medical, option #4, or MESSA Super Care II, coverage applicable to the classification and family status of all teachers who have registered with the School District's business office by October 1 of the school year.

   Any teacher may, by submitting a completed application to the business office, elect the Michigan Education Special Services Association (MESSA) hospitalization and medical insurance coverage or Blue Cross/Blue Shield MVF-II coverage. In no instance shall an individual be covered by more than one (1) hospitalization contract to which the School District contributes.

   The Board shall not be required to provide hospital/medical insurance coverage to a teacher who is under another hospital/medical insurance plan or policy. The teacher must certify to the Personnel office that s/he is not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board.

   Teachers who cannot withdraw from coverage under the other policy may request the Joint Committee to permit coverage under the Board's hospital/medical plan. The decision of the Joint Committee shall be final and binding on the Board, Association and teacher.

   Teachers who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program and shall not be eligible for the option to health provisions for the remainder of the school year.

   If a teacher does not elect hospital/medical coverage, the following amounts will be applied toward a tax-sheltered annuity for said teacher, on a pro-rata basis according to the percentage of position hired, subject to an agreement being executed between the teacher, the District, and a Board-ROEA approved carrier.

Teachers:	1 through 35	-	$100 each
	36 through 45	-	$500 each
	46 through 55	-	$650 each
	56 through 65	-	$800 each
	66 and beyond	-	$950 each

   In addition, the following provisions shall apply:

a. Teachers must indicate acceptance of option by August 31 annually.

b. Distribution of funds to a TSA will be semi-annually on the following dates:

(1) Second pay in October

(2) First pay in second semester

c. Teachers hired after the beginning of the school year, or terminating/resigning before the end of the school year shall be pro-rated for this option according to the number of days worked.

d. Part-time teachers shall count as 1.0 in determining the dollar amount in the option.

e. Early termination/resignation or late hires will not affect the number counted in determining the dollar amount.

2. Any insurance benefit set forth in subsection 1, above, of this Section shall be provided on a pro-rata basis for the premium payment to any part-time teacher wishing to receive such a benefit, provided that the teacher shall pay the balance of the premium payment.

3. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, Credit Union or any other tax-sheltered plans or programs jointly approved by the ROEA and the Board of Education.

4. Should the total cost to the District of health insurance premiums combined with the cost of the option to health (TSA) increase from the previous year, adjustments to the maximum salary caps will be made as described in Article XVII, Section A, 1, d.

Section B. Disability Insurance.

The Board shall provide long-term disability insurance coverage for all teachers who work half-time or more. The insured will be entitled to income protection after ninety (90) consecutive calendar days of illness in accordance with the time, conditions, and limitations of the Board's contract with the carrier, with a maximum monthly benefit in 1989-90 of $2,000, in 1990-91 of $2150, and in 1991-92 of $2250, including a drug and alcohol rider.

Benefits provided teachers after attaining the age of sixty-nine (69) shall comply with the Federal Age Discrimination in Employment Act.

Section C. Liability Insurance.

The Board shall provide public liability insurance coverage in the amount of five hundred thousand dollars ($500,000) for all eligible teachers.

Section D. Life Insurance.

The Board shall provide life insurance of thirty-five thousand dollars ($35,000) and Accidental Death and Dismemberment insurance of thirty-five thousand dollars ($35,000) to all eligible teachers.

Section E. Dental Insurance.

The Board shall provide all eligible teachers with the following dental insurance coverage:

Preventative Treatment	100%
Routine Treatment	85%
Major Treatment	60%
Orthodontic Treatment	50%

Any and all increases in per capita premiums for dental insurance above the per capita cost on August 31, 1992, shall be paid by the teacher through a payroll deduction.

Section F. Vision Plan.

The Board shall provide all eligible teachers with a basic vision plan with the following minimum benefits:

1. Complete visual analysis	100% of reasonable and customary charge
2. Lens, each:	
Regular	100% of reasonable and customary charge
Bi-focal	100% of reasonable and customary charge
Tri-focal	100% of reasonable and customary charge
Contact*	$40 per lens
Frames	100% of reasonable and customary charge

*Benefits for contact lenses will be payable at 100% of the reasonable and customary charge if visual acuity is not correctable to 20/70 in the better eye with conventional

lenses, but can be corrected to 20/70 or better by the use of contact lenses.

For each policy year, benefits are limited to one complete visual analysis, two lenses and one set of frames per insured person.

ARTICLE XIX

NEGOTIATIONS

Section A. Between May 1 and May 15 of the year in which the Agreement expires, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.

Section B. The representatives of both parties will have the necessary authority to conduct negotiations and enter into agreements subject to ratification by the Board of Education and the Association.

Section C. Three (3) official copies of the final Agreement will be executed, signed by the parties, one retained by the Association, one by the Board and one by the superintendent of schools.

Section D. Cost of printing one thousand (1000) copies of the Agreement will be underwritten jointly by the Board and the Association. One copy of the Agreement will be provided for each member of the bargaining unit.

Section E. Any amendment to this Agreement must be mutually agreed upon by both parties subject to ratification by the Association and the Board of Education and shall be in writing.

Section F. In the event the Michigan Teachers' Tenure Act is repealed or altered during the term of this Agreement, the parties agree to reopen negotiations within two (2) weeks of such alteration or repeal on procedures for discharge, discipline or demotion of tenured teachers.

Section G. In the event of the failure of any millage vote or similar economic hardship upon the Board, it is agreed that Sections B through E of Article XVI shall expire after September 1, 1989. Thereafter the parties shall meet to negotiate any alternatives to said Sections; however, it is expressly agreed that all other Sections of this Agreement shall remain in full force and effect until the expiration date of said Agreement.

ARTICLE XX

CONTINUITY OF OPERATION

The Association recognized that strikes, by teachers, are contrary to law and public policy. Therefore, so long as this Agreement is in effect, the Association shall not cause or permit its members to cause, nor will any teacher or member of this Association take part in any strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work, or restriction or interference with the educational processes in the Royal Oak School District for any reason whatsoever. Nor will the Association threaten, induce, authorize or sanction the same. Teachers who violate the provisions of this Article shall be subject to discharge or any lesser disciplinary action the Board shall impose without any recourse to the grievance procedure contained in this Agreement. Upon learning of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work, or restriction or interference with the educational processes in the Royal Oak School District, the Association shall take all steps necessary to bring such activity to a prompt end.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of September, 1989 and shall continue in force and effect until midnight of the 31st day of August, 1992.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the 26th day of January, 1989.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK	ROYAL OAK EDUCATION ASSOCIATION
By_____ President	By_____ President
_____ Secretary	_____
_____	_____
_____	_____
_____	_____
_____ Date	_____ Date

APPENDIX "A"

REQUEST FOR ABSENCE UNDER PERSONAL EMERGENCY POLICY

Teachers shall be allowed three (3) days of absence each year out of the annual paid leave days allowed in Section A, Article XI, for personal emergencies or for legal and professional matters of a very urgent nature which can be transacted only during the school day. Personal emergency days shall not be accumulated from year to year, nor shall they be used for the following purposes:

(1) to extend a school holiday;
(2) for vacation, recreational pursuits, or social functions;
(3) for education conference as covered under the District Conference Committee's purview;
(4) for economic gain, (e.g. other employment);
(5) for travel or to accompany spouse on vacation or business trips;
(6) to participate in an activity with Royal Oak students.

Except in cases of utmost emergency, the teacher shall give the building principal advance notice of such absence by signing a request form which affirms that said day or days are not being used for any of the purposes set forth above. In the event that advance notice is impossible, the teacher shall sign said statement immediately upon returning to work. Personal emergency days shall not be used either on the day preceding or the day following a school holiday except by special permission of the superintendent's office.

All requests for personal emergency days during the last week of school or immediately adjoining other leave days must have the approval of the Joint Committee before they may be granted:

I have read the statement of policy above and, under its provisions, I would like to be absent from my teaching (or other) duties on the following date:_____

I hereby affirm that I am using the day for emergency, legal or professional purposes and not for purposes as described above.

_____ _____
Date Signature

_____
Principal's or Supervisor's Signature

To be filed by the principal or supervisor in the Superintendent's office.

APPENDIX B (page 1)

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK TEACHER EVALUATION FORM

TEACHER_____ DATE OF FORMAL OBSERVATION(S)_____

EVALUATOR_____ _____

SCHOOL_____ DATE OF REPORT_____

I. FORMAL OBSERVATION(S)

A. Class observed and comments

B. Attainment of teacher's stated objectives

C. Classroom performance

Based upon the classroom observation(s), comment on the following:

1. Provision for individual pupil differences

2. Lesson(s) planning

3. Classroom management

4. Instructional Methods(s) used

II. EVALUATION

Based on observations and other documented evidence, write comments on the following:

A. Respect for individual students

B. Cooperation with school personnel

C. Communication with parents and school personnel

D. Dependability and responsibility

E. Recognition and implementation of departmental and/or school instructional goals

III. STRENGTHS AND SPECIAL COMMENDATIONS

IV. AREAS FOR IMPROVEMENT AND SPECIFIC RECOMMENDATIONS

NOTE ATTACHMENT FOR PROBATIONARY TEACHER

Use this space for any further remarks. Attach additional sheet, if needed.

I have seen the above statements and discussed them with the evaluator

_____ _____

Evaluator's Signature Teacher's Signature

Date of Conference_____ Date_____

APPENDIX C

TEACHER'S RECORD OF CLASSROOM OBSERVATION

Teacher's Name_____

Date_____ Class_____ Hour_____

Please complete before the observations:

1. My objectives in the lesson are:

2. Special methods planned for these objectives:

3. Comments to aid administrator (optional):

Please complete after the observation:

1. I felt that the objectives of this lesson were met to the following degree:

2. Particular circmstances evaluator should recognize, such as fire drills, causes of student behavior, etc.:

3. Additional comments (optional):

_____
Teacher's Signature

APPENDIX D

GRIEVANCE FORM STEP ONE

FORMAL GRIEVANCE INITIATION

(To be completed by the grievant within 10 school days of occurrence or within 10 school days of the date the grievant is aware of the occurence)

Grievant_____ Initial Filing Date_____

Home Address_____ Phone_____

School_____ Subject Area or Grade_____

Principal_____ Association Representative_____

Date of Alleged Grievance_____

Contract Provision or Written Board Policy Allegedly Violated_____

_____

Statement of Alleged Violation:

Redress or Relief Sought:

_____
Signature of Grievant

One copy to Principal or Supervisor
One copy to Association Grievance Committee Chairperson

APPENDIX E

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

TEACHERS' SALARY SCHEDULE

1989 - 1990

Salary Category

Step	A.B. Degree	A.B. + 20 Semester Hours	M.A. Degree *or A.B. + 30 Sem. Hrs.	*M.A. + 15 **or A.B. + 45 Sem. Hrs.	*M.A. + 30 Semester Hours	*M.A. + 45 Semester Hours	Ph.D or Ed.D
Base	$23,429	$23,969	$25,087	$25,630	$26,172	$26,983	
1/2	24,094	24,653	25,810	26,368	26,926	27,766	
1	24,761	25,332	26,535	27,109	27,680	28,545	
1/2	25,230	25,911	27,381	27,957	28,528	29,249	
2	25,693	26,486	28,227	28,798	29,375	29,949	
1/2	26,159	26,990	29,075	29,646	30,224	30,796	
3	26,628	27,493	29,922	30,488	31,064	31,643	32,267
1/2	27,193	28,102	30,799	31,519	32,142	32,763	33,484
4	27,762	28,712	31,685	32,545	33,213	33,884	34,699
1/2	28,573	29,427	32,541	33,452	34,192	34,868	35,683
5	29,388	30,146	33,405	34,360	35,174	35,848	36,663
1/2	30,235	31,018	34,364	35,352	36,098	36,804	37,632
6	31,080	31,893	35,328	36,343	37,025	37,764	38,602
1/2	32,129	32,876	36,266	37,182	37,929	38,653	39,477
7	33,178	33,856	37,210	38,018	38,834	39,545	40,358
1/2	34,262	35,212	38,647	39,459	40,308	41,067	41,916
8	35,345	36,566	40,085	40,898	41,779	42,592	43,472
1/2	36,226	37,512	41,441	42,122	43,104	43,915	44,762
9	37,109	38,465	42,796	43,340	44,426	45,236	46,049
1/2	38,653	40,049	44,945	45,502	46,332	47,313	47,864
10	40,198	41,629	47,089	47,665	48,235	49,389	49,674
****25	41,198	42,629	48,089	48,665	49,235	50,389	50,674

*These must be acceptable graduate hours as interpreted by the Superintendent's office.

**Only teachers employed in the Royal Oak School District prior to April 1961 are eligible, provided the 45 semester hours were earned prior to April 1961.

****After 25 years of service in the Royal Oak School District.

APPENDIX F

SUPPLEMENTAL SALARY SCHEDULE

1989 - 1990

The attached five-step supplemental salary schedule shall apply to teachers assigned by the Board to the positions designated herein.

For purposes of determining a teacher's experience level on the supplemental salary schedule, all teachers performing such an assignment during the 1989-90 school year shall receive one (1) credit for each year s/he has taught in the Royal Oak School District. All other teachers shall receive no experience credit unless they present, to the Board of Education, proof that such experience has occurred and the number of years or experience which said teacher has. The Board may, at its discretion, give any person performing the above services credit for years of experience secured outside the District. Transfer of experience credit between sports or activities shall be at the discretion of the superintendent or designee with notice to the Joint Committee.

Any person presently receiving a supplemental salary for an activity will not have that supplemental salary reduced.

The Board retains the absolute right to determine supplemental programs.

1. Athletic Coaches

SUPPLEMENTAL POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
			Senior High School		
Athletic Director H.S.*	$2,155	$2,692	$3,231	$3,768	$4,307
Faculty Manager and P.E. Coordinator	1,077	1,346	1,615	1,886	2,155
Asst. Athletic Director (Building/District)	719	898	1,077	1,256	1,435
Head Varsity Football**	2,155	2,692	3,231	3,768	4,307
Asst. Varsity Football**	1,435	1,795	2,154	2,512	2,872
J. V./Reserve Football***	1,077	1,378	1,679	1,980	2,281
Freshman Football	719	1,056	1,394	1,732	2,069
Trainer***	285	357	430	502	575
Varsity Soccer	1,408	1,701	1,994	2,287	2,581
J. V. & Asst. Soccer	895	1,117	1,341	1,565	1,788
Head Cross-Country	1,077	1,346	1,615	1,886	2,155

Asst. Cross-Country	719	898	1,077	1,256	1,435
Varsity Basketball	1,938	2,423	2,908	3,393	3,879
Asst. Varsity Basketball	719	1,042	1,365	1,690	2,013
J. V./Reserve Basketball	1,007	1,308	1,610	1,912	2,213
Freshman/Asst. Varsity Basketball	719	1,042	1,365	1,690	2,013
Varsity Swim	1,579	1,974	2,369	2,763	3,158
Asst. Varsity Swim & Diving	1,149	1,436	1,724	2,011	2,298
Freshman Swim	861	1,076	1,292	1,508	1,724
Sync. Swim with Production	1,007	1,257	1,508	1,759	2,009
Sync. Swim without Production	431	538	646	754	861
Head Wrestling	1,579	1,974	2,369	2,763	3,158
J. V./Asst. Wrestling	1,007	1,257	1,508	1,759	2,009
Varsity Volleyball	1,077	1,473	1,870	2,266	2,663
J. V./Reserve/Freshman Volleyball	719	1,001	1,283	1,566	1,848
Head Gymnastics	1,077	1,473	1,870	2,266	2,663
Asst. Gymnastics	719	932	1,146	1,360	1,574
Varsity Baseball/ Softball	1,077	1,473	1,870	2,266	2,663
J. V./Reserve Baseball/Softball	719	1,001	1,283	1,566	1,848
Freshman/Asst. Baseball/Softball	719	973	1,229	1,484	1,738
Head Varsity Track	1,077	1,473	1,870	2,266	2,663
Asst. Varsity Track	719	973	1,229	1,484	1,738
J. V./Reserve Track	719	973	1,229	1,484	1,738
Freshman Track	719	973	1,229	1,484	1,738
Golf	719	1,028	1,339	1,649	1,960
Head Varsity Tennis	861	1,140	1,418	1,698	1,977

Freshman Tennis	575	724	873	1,023	1,171
Dance with Production	1,007	1,282	1,556	1,831	2,105
Dance w/o Production	431	538	646	754	861
Bowling w/o Tournament	144	179	215	250	285
Head Cheerleading	789	1,028	1,269	1,508	1,738
Assistant Cheerleading	647	822	996	1,170	1,345

Junior High School

Separate seventh grade and eighth grade coaches will be provided in volleyball, softball, and gymnastics if any out-of-district competition occurs and a minimum of six (6) contests are scheduled.

Athletic Chairperson	575	724	873	1,023	1,171
Football	719	973	1,229	1,484	1,738
Basketball	719	973	1,229	1,484	1,738
Volleyball	719	898	1,077	1,256	1,435
Baseball	575	807	1,038	1,270	1,501
Softball	575	807	1,038	1,270	1,501
Track	575	807	1,038	1,270	1,501
Gymnastics	719	973	1,229	1,484	1,738
Cheerleading	719	973	1,229	1,484	1,738
Intramurals	719	898	1,077	1,256	1,435

* Plus one (1) released hour per day.
** Two weeks pre-conditioning practice is required.
*** This person is one of the assistant football coaches who is designated as the "trainer".

If, because of numbers, an additional coach is needed, s/he shall be designated as an assistant and will be paid at sixty-five percent (65%) of the coach in that sport.

The School District does not expect that school-sponsored activities involving pupils be scheduled during a school recess or vacation period. Coaches of sports which are normally in progress during December are encouraged to avoid scheduling activities during such periods. Practice, competition or related activities may be carried on by request of a coach. Such activities shall be approved through proper supervisory channels.

Secondary physical education teachers may be required to accept two

(2) coaching assignments per school year.

2. Non-Athletic Responsibilities

Guidance Counselor.....two weeks pro rata teaching contract
Social Worker.....two weeks pro rata teaching contract
Student Accounting Advisors....two weeks pro rata teaching contract

Vocational Education Coordinators as follows:

Distributive Education, each coordinator.....six weeks pro rata*
Business & Office Education, each coordinator..six weeks pro rata*
Trade & Industrial Education, each coordinator.six weeks pro rata*
Food Services, each coordinator.....six weeks pro rata*

Coordinator of Speech Correction.....5%
Head Social Worker.....5%
Head Teacher, each elementary school.....5%

* Salary shall be based upon payment for weeks agreed upon in advance with the superintendent's office, and all weeks will be paid at the rate of the last contractual agreement regardless of expiration date of the contract.

General guidelines are one (1) week of employment for each ten (10) students enrolled in the program to be placed in jobs during the next school year to a maximum of six (6) weeks total supplemental pay pro rata teaching contract.

3. Music and Dramatic Coordinators and Directors

District					
Coordinator of Instrumental Music	629	784	942	1,100	1,256
Coordinator of Vocal Music	629	784	942	1,100	1,256
High School					
Symphony Band	1,204	1,505	1,807	2,108	2,409
Concert	844	1,054	1,265	1,476	1,686
Marching Band	465	581	697	814	929
Pep Band	314	393	472	550	629
Orchestra	1,100	1,374	1,650	1,924	2,197
Vocal Music (minimum of 2 performing groups)	1,100	1,374	1,650	1,924	2,197
Glee Club (minimum of 2 performing groups)	550	687	826	962	1,100

Dramatics Per Production (to maximum of 3)	629	784	942	1,100	1,256
Dramatic-Musical Production (additional for Dramatic Director)	235	294	353	410	472
Dramatic-Musical Production, Instrumental Music Director	472	589	707	826	942
Dramatic-Musical Production, Choral Music Director	472	589	707	826	942
Dramatic-Musical Production Choreographer (if integral part of production)	235	294	353	410	472

Should a high school production--for example, opera, operetta or major musical production--require additional directors, the high school principal shall determine which additional directors shall be employed.

Each Junior High School

Band	784	982	1,179	1,374	1,571
Orchestra	784	982	1,179	1,374	1,571
Chorus	784	982	1,179	1,374	1,571

Each Elementary School

Music Production	150	212	275	337	400

4. High School Activity Sponsors

Junior-Senior Classes Advisor	784	982	1,179	1,374	1,571
Official Publications, Each	550	687	826	962	1,100
Debate	942	1,179	1,414	1,650	1,885
Computer Technical Oper.	1,571	1,962	2,356	2,749	3,140
Forensics	472	589	707	826	942
Supply Store Manager	629	784	999	1,100	1,256
Student Government	784	982	1,179	1,374	1,571

"Inservice" activities, parent conferences, pre-kindergarten testing, or other professional activity after 5:00 p.m. on school days or any time on non-school days during the school year may be arranged by mutual agreement between principal and teacher(s) and paid for at the daily rate.

5. Safety Patrol and Service Squad

Safety Patrol Sponsorship

Safety Patrol, schools with fewer than 16 traffic posts	629	784	942	1,100	1,256
Safety Patrol, schools with more than 16 traffic posts	784	982	1,179	1,374	1,571

The responsibilities to be met in order for an elementary school Safety Patrol Sponsor to qualify for supplemental compensation are as follows:

a. An active Safety Patrol shall be organized which comprises more than ten (10) pupils.

b. A weekly meeting of the Patrol shall be held outside of school hours.

c. A recreational activity as a morale builder for the pupils shall be carried out at least once per month during the school year, which may include a culminating activity.

d. To be compensable, Safety Patrol activity must be predominantly traffic safety activity.

e. The Safety Patrol Sponsor shall cooperate with the principal in developing a program of safety education throughout the school.

f. At least eight (8) traffic safety posts must be a part of the Safety Patrol activity for compensation to be granted. The sponsor shall observe posts on a regular basis and follow up on Patrol-related problem.

Service Squad Sponsorship

Service Squad	629	784	942	1,100	1,256

The responsibilities to be met in order for an elementary school Service Squad Organization Sponsor to qualify for supplemental compensation are as follows:

a. An active Service Organization shall be organized which comprises more than ten (10) pupils.

b. A weekly meeting of the Organization shall be held outside of

school hours.

c. A recreational activity as a morale builder for pupils shall be carried out at least once per month during the school year, which may include a culminating activity.

d. To be compensable, Service Organization activity must be predominantly concerned with, but not limited to, traffic flow, pupil safety and pupil welfare within the building.

e. The Service Organization Sponsor shall cooperate with the principal in developing a program of service (safety) education throughout the school.

f. Service Organizations are formed by mutual agreement of the staff and the principal.

APPENDIX G-1

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

1989-90 CALENDAR

	M	T	W	T	F
Aug. 1989	-	-	(30)	(31)	-
Sept.					
	-	5+	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Oct.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
Nov.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	-	-
	27	28	29	30	
Dec.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	-	-	-	-	-
Jan. 1990	-	2	3	4	5
	8	9	10	11	12
	15	16*	17*	18*	(19)++
	22	23	24	25	26
	29	30	31		

	M	T	W	T	F
Feb.				1	2
	5	6	7	8	9
	12	13	14	15	16
	-	-	-	-	-
	26	27	28		
March				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
April	2	3	4	5	6
	9	10	11	12	-
	-	-	-	-	-
	23	24	25	26	27
	30				
May		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	-
	-	29	30	31	
June					1
	4	5	6	7	8
	11*	12*	13*	(14++	15++)

+ Half day for students
() Days pupils not in session
- School in recess
* High school examinations
++ Records days

180 pupil instructional days (1st half 90, 2nd half 90)
185 teacher work days

Six early release days to be provided for elementary for inservice and parent/teacher conferences

Four early release days for junior high to be used for inservice and parent/teacher conferences

APPENDIX G-2

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

1990-91 CALENDAR

	M	T	W	T	F
Aug. 1990	-	-	(29)	(30)	-
Sept.	-	4*	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
Oct.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
Nov.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	-	-
	26	27	28	29	30
Dec.	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	-	-	-	-	-
	-				
Jan. 1991		-	2	3	4
	7	8	9	10	11
	14	15*	16*	17*	(18)++
	21	22	23	24	25
	28	29	30	31	

	M	T	W	T	F
Feb.					1
	4	5	6	7	8
	11	12	13	14	15
	-	-	-	-	-
	25	26	27	28	
March					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	-
April	-	-	-	-	-
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			
May			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	-	28	29	30	31
June	3	4	5	6	7
	10*	11*	12*	(13++	14++)

+ Half day for students
() Days pupils not in session
- School recess
* High school examinations
++ Records days

180 pupil instructional days (1st half 89, 2nd half 91)
185 teacher work days

Six early release days to be provided for elementary for inservice and parent/teacher conferences

Four early release days for junior high to be used for inservice and parent/teacher conferences

APPENDIX G-3

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

1991-92 CALENDAR

	M	T	W	T	F		M	T	W	T	F
Aug. 1991	-	-	(28)	(29)	-						
Sept.	-	3*	4	5	6	Feb.	3	4	5	6	7
	9	10	11	12	13		10	11	12	13	14
	16	17	18	19	20		-	-	-	-	-
	23	24	25	26	27		24	25	26	27	28
	30										
Oct.		1	2	3	4	March	2	3	4	5	6
	7	8	9	10	11		9	10	11	12	13
	14	15	16	17	18		16	17	18	19	20
	21	22	23	24	25		23	24	25	26	27
	28	29	30	31			30	31			
Nov.					1	April			1	2	3
	4	5	6	7	8		6	7	8	9	10
	11	12	13	14	15		13	14	15	16	-
	18	19	20	21	22		-	-	-	-	-
	25	26	27	-	-		27	28	29	30	
Dec.	2	3	4	5	6	May					1
	9	10	11	12	13		4	5	6	7	8
	16	17	18	19	20		11	12	13	14	15
	-	-	-	-	-		18	19	20	21	-
	-	-					-	26	27	28	29
Jan. 1992			-	-	-	June	1	2	3	4	5
	6	7	8	9	10		8	9	10	11	12*
	13	14	15	16	17*		15*	16*	(17++	18++)	
	20*	21*	(22)++	23	24						
	27	28	29	30	31						

+ Half day for students
() Days pupils not in session
- School in recess
* High school examinations
++ Records days

180 pupil instructional days (1st half 89, 2nd half 91)
185 teacher work days

Six early release days to be provided for elementary for inservice and parent/teacher conferences

Four early release days for junior high to be used for inservice and parent/teacher conferences

APPENDIX H-1

Letter of Understanding

Shared Teaching

Teachers who desire to enter into a shared teaching arrangement, which has been recommended by the building principal, shall submit their written proposal to the assistant superintendent for approval.

Each teacher's salary shall be proportionate to his/her assignment, based on his/her placement on the salary schedule. The maximum fringe benefit cost to the Board shall not exceed the greater of the two individual costs had the teachers remained on a full-time assignment.

Royal Oak Education Association	School District, City of Royal Oak
Date_____	Date_____

APPENDIX H-2

Letter of Understanding

Opportunity Center

By mutual agreement between both parties, a teacher in the Opportunity Center will be paid salary and fringe benefits by the employer of record for the duration of the Master Agreement. This arrangement is necessary in order to continue the consortium agreement between the employer of record and the Board of Education of the School District of the City of Royal Oak.

It is further agreed that the teacher who is employed by the employer of record shall be placed on unpaid leave of absence extension from the Royal Oak Board of Education during the period of employment by the employer of record. Upon termination of employment by the employer of record, said teacher shall be reemployed by the Royal Oak Board of Education and shall be treated as if he had been continuously employed by the Royal Oak Board of Education during the entire period of unpaid leave of absence. A full year of seniority will be granted to the teacher for each school year assigned to the Opportunity Center.

Furthermore, in the event that any difficulties arise from the State Department of Education regarding the consortium, said teacher would be subject to layoff or return from leave as per the agreement between the Royal Oak Board of Education and the Royal Oak Education Association.

Royal Oak Education Association	School District, City of Royal Oak
Date_____	Date_____

APPENDIX H-3

Letter of Understanding

Balancing Special Education Students

It is the intent of the Board of Education to honor both in letter and in spirit Article XVI, Section E, 5, of the Master Agreement between the ROEA and the Board of Education regarding the mainstreaming of special education students in regular education classes. While it is recognized that this goal is often difficult to achieve, it is nevertheless our intention to make every best effort to attain it. As a result, the Board of Education through its representatives will communicate with those administrators who have scheduling responsibilities at the secondary level to establish this as a priority when building administrators are scheduling students prior to and during a given school year.

Royal Oak Education Association	School District, City of Royal Oak
Date_____	Date_____

APPENDIX H-4

Letter of Understanding

Lost And/Or Increased Projected Revenue

In the event that the District's budget's projected revenue falls below two percent (2%) or in the event that the District's budget's projected revenue is increased by two percent (2%) or more through unanticipated, undesignated funds, proposals that may have a direct impact on this Master Agreement will be negotiated.

Royal Oak Education Association	School District, City of Royal Oak
Date_____	Date_____

INDEX

Supp. & Extension 8/31/94

Royal Oak

Master Agreement

Royal Oak School District

Royal Oak Education Association

and the

Royal Oak Board of Education

SUPPLEMENTAL
and
EXTENSION

1992 - 1993
1993 - 1994

School District of the City of Royal Oak, Michigan

ARTICLE XVII

REGULAR AND SUPPLEMENTAL SALARIES OF TEACHERS; DEDUCTIONS

Section A. Contract Salaries.

1. The contractual salaries of teachers included in this Agreement are set forth in Appendix E, which is attached to and made a part of this Agreement. The salary schedule in Appendix E shall be adjusted as follows:

   Using the maximum salary paid at Category 3 (M.A. degree or A.B.+ 30 semester hours, Step 10), the relative rank of Royal Oak teachers as compared to the MA maximum in the other 27 school districts in Oakland County will be as follows:

   1989-90 and 1990-91: The percentage increase will allow the salary at Category 3 (M.A., A.B. + 30) maximum to be .50 of the difference between ranks eight (8) and ten (10).

   1991-92, 1992-93 and 1993-94: The percentage increase will allow the salary at Category 3 (M.A., A.B. + 30) maximum to be .50 of the difference between ranks seven (7) and nine (9).

The percentage of salary increase needed to accomplish this will be applied to all other Salary Categories. In addition, the following provisions will be effected:

a. In no case will the percentage of increase applied to the 1988-89 MA maximum salary schedule be less than four and one-half percent (4.5%), nor greater than six and one-half percent (6.5%) in 1989-90; nor less than four and three-fourths percent (4.75%), nor greater than six and three-fourths percent (6.75%) applied to the 1989-90 MA maximum salary schedule in 1990-91; nor less than five percent (5%), nor greater than seven percent (7%) over the 1990-91 MA maximum salary schedule in 1991-92; nor less than five percent (5%), nor greater than seven percent (7%) over the 1991-92 MA maximum salary schedule in 1992-93; nor less than five percent (5%), nor greater than seven percent (7%) over the 1992-93 MA maximum salary schedule in 1993-94.

b. Ninth (9) position will be the exact mid-point between districts ranked eighth (8) and tenth (10). Eighth (8) position will be the exact mid-point between districts ranked seventh (7) and ninth (9).

c. The ranking of districts will be done on the first Friday of the school year after students report based on all Oakland County school districts settled on that date. If necessary, a retroactive adjustment will be done at the beginning of the semester immediately following the settlement which impacts this agreement.

d. Should the total cost to the District of health insurance premiums combined with the cost of the option to health insurance (TSA option):

(1) for 1989-90, increase by 10.1% - 15%, the salary maximum cap will be reduced by one-quarter percent (.25%); if the increase is 20.1% - 25%, the salary maximum cap will be reduced by an additional one-quarter percent (.25%); if the increase is 30.1% - 35%, the salary maximum cap will be reduced by an additional one-quarter percent (.25%), etc .

(2) for 1990-91 and 1991-92, as well as 1992-93 and 1993-94, increase by 5.1% - 10%, the salary maximum cap will be reduced by one-quarter percent (.25%); if the increase is 15.1% - 20%, the salary maximum cap will be reduced by an additional one-quarter percent (.25%); if the increase is 25.1% - 30%, the salary maximum cap will be reduced by an additional one-quarter percent (.25%), etc.

2. The contract amount paid to teachers shall be in consideration for a one hundred eighty-five (185) day professional commitment. Said commitment shall include one hundred eighty-five (185) days of teaching responsibility as set forth in the calendar (Appendix G). Salary deductions for absences not compensated during the course of the year shall be made on the basis of one-one hundred eighty fifth (1/185) of the annual salary for each day lost.

3. Scheduled days of student instruction, which are not held because of conditions not within the control of the Board of Education, including inclement weather, may be rescheduled, at the discretion of the Board. Teachers will receive their regular pay for days which are cancelled, but shall work on any rescheduled days with no additional compensation.

The Board shall not be required to cancel a pupils-not-in-session day or that portion of any day which is scheduled to be a partial pupils-not-in-session day. However, the Board may do so at its discretion. The Board shall not be required to reschedule such days which are cancelled, but may do so at its discretion after consultation with the Association.

It is understood that the total annual salary is based upon one hundred eighty-five (185) days of work during the entire school year regardless of whether the days actually worked are the same as originally listed in the calendar (Appendix G) or are adjusted due to necessary rescheduling as provided above.

4. Computation of total salaries which are due to teachers who begin work after the contractual year or terminate employment before the end of said year shall be based on the ratio of the number of work days to the one hundred eighty-five (185) scheduled days.

5. Procedures and methods for the handling of deductions, corrections, pay options and disbursements of checks shall be the responsibility of the Board, except in those situations where the teacher

rightfully selects a specified procedure such as method of payment to the Royal Oak Schools Credit Union.

6. All computations of experience credit on the salary schedule is determined at the date of initial employment, except as provided in Section G, 4, below.

7. Effective with the 1989-90 school year, an additional step shall be added to the salary schedule set forth in Appendix E. The step shall be designated as "Step 25." The "Step" will be created by adding $1000 to the amount listed on Step 10 (Appendix E).

   To be eligible to receive this "Step 25" salary, a teacher shall have completed twenty-five (25) years of service in the Royal Oak School District.

Section B. Supplemental Salaries.

1. The supplemental salaries for teachers set forth in Appendix F, excluding F - II, as well as F - III (elementary music) for the 1989-90 school year only, which are listed in annual dollar amounts shall be increased by the same percentage amount as the salaries listed in Appendix E.

   However, for the 1990-91 and/or the 1991-92 as well as the 1992-93 school years an ad hoc committee may be established by the Joint Committee to recommend adjustments for individual activities. The recommended individual adjustments may be made from a pool created by increasing the amount expended in the prior year by the same percentage increase as applied to Appendix E, rather than applying said adjustment to Appendix F. The recommendation(s) will be reviewed and may be approved by the Joint Committee.

2. The activities set forth in Appendix F call for exceptional demands upon an individual for time and effort over and beyond the regular workday or work year, and shall be compensated as herein provided. Participation in these activities and acceptance of the supplemental salary is voluntary on the part of the individual. Supplemental salary rates listed represent maximums for each individual.

Section C. Summer School/Professional Development Rates.

The rate for summer school and professional developmental assignments (i.e., inservice and staff committees) which occur during the summer months shall be set at:

Teacher experience as a regular Royal Oak teacher:

First through third year:	$13.10 per hour
Fourth through sixth year:	$14.92 per hour
Seventh years or more:	$16.75 per hour

Section D. Driver Education Rates.

The following rates shall apply to Driver Education assignments:

First year of teaching in the Royal Oak program: $13.96 per hour
Second year of teaching in the Royal Oak program: $15.90 per hour
Third year of teaching in the Royal Oak program: $17.84 per hour

Section E. Hourly Wage Adjustments:

The rates listed in Section C and D, above, shall be increased by the same percentage amount used in determining Appendix E.

Section F. Procedure for Promotion on Salary Schedule.

Teachers who earn additional credits entitling them to advancement on the salary schedule and present an official transcript offering proof of eligibility for the advancement shall receive the salary change effective as follows:

1. For all transcripts received by August 31, the salary adjustment will be made and retroactive pay will be issued in the second pay of October.

2. For all transcripts received by December 31, the salary adjustment will be made and retroactive pay will be issued in the second pay of February.

3. For all transcripts received by June 1, the salary adjustment will be made and retroactive pay will be issued the last pay period of June.

Retroactive pay will be provided to the transcript date of eligibility, but to no earlier time than ninety-two (92) days in the preceding school year.

Section G. Credit for Experience Outside of the School District.

1. Upon commencement as a contract teacher, probationary teachers with outside contract teaching experience (including service in the United States Armed Forces) shall be placed on the salary schedule at no less than one-half year credit for each full year of outside service to a maximum of five (5) years experience credit, provided such experience occurred within eleven (11) years immediately preceding the Royal Oak service.

2. The Board may grant credit on the salary schedule for years and/or half years of experience of comparable value to teaching in the type of position for which said teacher is employed, provided such comparable experience occurred within the past eleven (11) years.

3. Upon completion of the probationary period, a teacher shall be allowed credit for teaching experience (including service in the United States Armed Forces) outside of the Royal Oak School District

at the rate of one (1) increment for each year of such experience to a maximum of Step 10, provided such experience occurred within eleven (11) years immediately preceding the Royal Oak service.

4. Upon full-time employment in the District, less-than-full-time teachers, who have earned concurrent employment experience, shall receive credit for such experience on the salary schedule.

   Concurrent employment experience will be recognized for salary schedule credit on the same basis as credit granted for experience upon employment as a full-time teacher.

Section H. Experience Within the School District; Methods of Computing Experience.

A teacher shall be allowed credit for teaching experience inside the School District at the rate of one (1) increment for each year of such experience, provided such experience occurred within the twenty (20) years immediately preceding present Royal Oak service. In computing credit for previous teaching experience, experience within the School District shall be counted second in order to allow a teacher the maximum benefit for Royal Oak service.

Section I. Oakland Technical Center-Southeast Campus.

1. All teachers with Provisional, Permanent, or Life Certificates shall be paid according to the established Royal Oak salary schedule.

2. Teachers with Vocational Certificates only, or those eligible for whom such certificates are in the process of issuance, shall be paid on Category 1 minus five percent (5%) and when they reach Step 10 to be paid on Category 1 with no deductions.

3. Work experience shall be granted according to the following guidelines:

   a. full credit for teaching experience (see Section G, 1-3 above);

   b. full credit for military service time (see Section G, 1-3 above);

   c. full credit for work experience for all teachers who have Michigan Provisional, Permanent or Life Teaching Certificates (see Section G, 1-3 above);

   d. full credit for work experience, minus two years of work experience needed to qualify for Michigan Vocational Certificates, for teachers without Michigan Provisional, Permanent or Life Certificates and/or State-required instructor's license(s).

4. Teachers of cosmetology who must conduct their classes beyond the regular school calendar shall be paid at the Driver Education (Section D) hourly rate.

5. Teachers who conduct a third session class shall be paid an additional five-twelfths (5/12) of their regular salary. OTC-SC teachers who teach all three (3) sessions shall receive pay for absences from the third session provided such absence is due to personal illness, the teacher has been absent from all three sessions, and the teacher has current or accumulated paid leave days available. This shall be limited to five occurrences per semester.

Section J. Additional Salary for Extra Services.

1. If a high school or junior high school teacher assumes an additional period of teaching responsibility on a regular basis (e.g., for twenty (20) consecutive days or more), s/he shall receive extra compensation at the rate of one sixth (1/6) of the daily salary rate.

2. In the event that a teacher is required to assume the responsibilities of an absent teacher for a short-term emergency; and as a result of the teacher assuming an additional period of teaching responsibility, such teacher shall receive remuneration for each such additional period in accordance with the following schedule:

Planning period in secondary school	$13 per clock hour paid on a one-quarter (1/4) hour basis
Elementary school vocal music, art or physical education period	

Section K. Deduction from Payroll.

The Board shall make payroll deductions upon written authorization from teachers for a maximum of two approved annuity programs; the Royal Oak School Employees' Credit Union; United Foundation donations, Association dues or representation fees, which may include authorized political contributions; or any other plans or programs jointly approved by the Association and the Board.

Section L. Mileage Allowance.

When a teacher assigned to more than one building uses an automobile to travel between school locations, s/he shall be compensated for such mileage traveled at the rate of eighteen cents ($.18) per mile unless in the future the Board shall act to give other employees a higher rate at which time that new rate will apply to teachers. Mileage will be paid on a monthly or semester basis upon submission of a mileage voucher to the teacher's immediate supervisor.

Section M. Remuneration for Club Sponsorship.

1. A club with remunerated sponsorship is one which is recognized within the policies of each school. A club must meet no less than fifteen (15) times per year. Seasonal clubs may be considered for half compensation to the sponsor on the basis of less than fifteen (15) meetings.

2. A ski club sponsor may receive full compensation without fifteen (15) meetings because of the involvement of the sponsor in lengthy ski outings.

3. Each club meeting the above criteria may have allocated three hundred dollars ($300) for the sponsor, which may be divided between more than one co-sponsor, except that the National Honor Society, Ski Club, Varsity Club, Water Polo and Pep Clubs may request more than one fully-paid sponsor on the basis of extensive activity and/or membership. The principal may approve such multiple sponsorships at his/her discretion.

Section N. Salary for High School Department Heads.

Heads of departments at the high school level shall receive the contractual salary of teachers with appropriate salary credit for academic preparation and years of experience, plus an additional five percent (5%) of said contractual salary and ten dollars ($10) annually for each teacher in the department of which they are head, exclusive of themselves. For purposes of computing the number of teachers in any department, a teacher shall be considered to be a member of the department in which s/he renders service for a majority of his/her daily working hours.

Section O. Compensation for Required Court Appearance During a Nonscheduled Work Period.

1. Teachers who receive a subpoena for a court appearance during a nonscheduled work period may be compensated at the applicable summer school/professional development rate (Article VXII, Section C) for the time that they are required to be in attendance at court provided that:

   a. the subpoena was issued by the School District or its legal counsel, or the subpoena was the result of an action taken by the teacher(s) regarding a student, while serving in his/her official capacity as an employee of the District (e.g., Protective Services);

   b. written documentation of said subpoena is provided to the personnel office in conjunction with a request for payment of time to be spent in the court;

   c. approval for compensation is granted by the personnel office prior to the date stipulated in the subpoena;

   d. following the mandated court appearance, the witness fee is submitted to the personnel office with verification from the court concerning the length of time spent in attendance.

2. The compensation paid, including the witness fee, under this Section shall not exceed the hourly rate multiplied by the hours in attendance in court.

3. Teachers may appeal the denial of any request for compensation for job-related mandated court appearances during nonscheduled work

periods to the Joint Committee. The determination of the Joint Committee shall be final and it shall not be subject to the provisions of the grievance procedure.

ARTICLE XVIII

INSURANCE COVERAGE FOR TEACHERS

Section A. Hospitalization Insurance.

1. The Board shall provide up to full-family hospitalization coverage for all eligible teachers. Full-family coverage shall mean the cost of the Blue Cross/Blue Shield MVF-II policy, including master medical, option #4, or MESSA Super Care II, coverage applicable to the classification and family status of all teachers who have registered with the School District's business office by October 1 of the school year.

   Any teacher may, by submitting a completed application to the business office, elect the Michigan Education Special Services Association (MESSA) hospitalization and medical insurance coverage or Blue Cross/Blue Shield MVF-II coverage. In no instance shall an individual be covered by more than one (1) hospitalization contract to which the School District contributes.

   The Board shall not be required to provide hospital/medical insurance coverage to a teacher who is under another hospital/medical insurance plan or policy. The teacher must certify to the Personnel office that s/he is not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board.

   Teachers who cannot withdraw from coverage under the other policy may request the Joint Committee to permit coverage under the Board's hospital/medical plan. The decision of the Joint Committee shall be final and binding on the Board, Association and teacher.

   Teachers who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program and shall not be eligible for the option to health provisions for the remainder of the school year.

   If a teacher does not elect hospital/medical coverage, the following amounts will be applied toward a tax-sheltered annuity for said teacher, on a pro-rata basis according to the percentage of position hired, subject to an agreement being executed between the teacher, the District, and a Board-ROEA approved carrier.

Teachers:	1 through 35	-	$100 each
	36 through 45	-	$500 each
	46 through 55	-	$650 each
	56 through 65	-	$800 each
	66 and beyond	-	$950 each

   In addition, the following provisions shall apply:

   a. Teachers must indicate acceptance of option by August 31 annually.

b. Distribution of funds to a TSA will be semi-annually on the following dates:

(1) Second pay in October

(2) First pay in second semester

c. Teachers hired after the beginning of the school year, or terminating/resigning before the end of the school year shall be pro-rated for this option according to the number of days worked.

d. Part-time teachers shall count as 1.0 in determining the dollar amount in the option.

e. Early termination/resignation or late hires will not affect the number counted in determining the dollar amount.

2. Any insurance benefit set forth in subsection 1, above, of this Section shall be provided on a pro-rata basis for the premium payment to any part-time teacher wishing to receive such a benefit, provided that the teacher shall pay the balance of the premium payment.

3. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, Credit Union or any other tax-sheltered plans or programs jointly approved by the ROEA and the Board of Education.

4. Should the total cost to the District of health insurance premiums combined with the cost of the option to health (TSA) increase from the previous year, adjustments to the maximum salary caps will be made as described in Article XVII, Section A, 1, d.

Section B. Disability Insurance.

The Board shall provide long-term disability insurance coverage for all teachers who work half-time or more. The insured will be entitled to income protection after ninety (90) consecutive calendar days of illness in accordance with the time, conditions, and limitations of the Board's contract with the carrier, with a maximum monthly benefit in 1989-90 of $2,000, in 1990-91 of $2150, and in 1991-92 of $2250, including a drug and alcohol rider.

Benefits provided teachers after attaining the age of sixty-nine (69) shall comply with the Federal Age Discrimination in Employment Act.

Section C. Liability Insurance.

The Board shall provide public liability insurance coverage in the amount of five hundred thousand dollars ($500,000) for all eligible teachers.

Section D. Life Insurance.

The Board shall provide life insurance of thirty-five thousand dollars ($35,000) and Accidental Death and Dismemberment insurance of thirty-five thousand dollars ($35,000) to all eligible teachers.

Section E. Dental Insurance.

The Board shall provide all eligible teachers with the following dental insurance coverage:

Preventative Treatment	100%
Routine Treatment	85%
Major Treatment	60%
Orthodontic Treatment	50%

Any and all increases in per capita premiums for dental insurance above and per capita cost on August 31, 1994, shall be paid by the teacher through a payroll deduction.

Section F. Vision Plan.

The Board shall provide all eligible teachers with a basic vision plan with the following minimum benefits:

1. Complete visual analysis	100% of reasonable and customary charge
2. Lens, each:	
Regular	100% of reasonable and customary charge
Bi-focal	100% of reasonable and customary charge
Tri-focal	100% of reasonable and customary charge
Contact*	$40 per lens
Frames	100% of reasonable and customary charge

*Benefits for contact lenses will be payable at 100% of the reasonable and customary charge if visual acuity is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

For each policy year, benefits are limited to one complete visual analysis, two lenses and one set of frames per insured person.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of September, 1989 and shall continue in force and effect until midnight of the 31st day of August, 1994.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the 27th day of June, 1991.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK	ROYAL OAK EDUCATION ASSOCIATION
By Gloria E. Kremer President	By [illegible] President
Kathleen J. Brooks Secretary	M. Jean Rose
6-27-91 Date	6-27-91 Date

APPENDIX E

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

TEACHERS' SALARY SCHEDULE

1991 - 1992

Salary Category

Step	A.B. Degree	A.B. + 20 Semester Hours	M.A. Degree *or A.B. + 30 Sem. Hrs.	*M.A. + 15 **or A.B. + 45 Sem. Hrs.	*M.A. + 30 Semester Hours	*M.A. + 45 Semester Hours	Ph.D or Ed.D
Base	$26,591	$27,204	$28,473	$29,089	$29,704	$30,625	
1/2	27,346	27,980	29,294	29,927	30,560	31,514	
1	28,103	28,751	30,116	30,767	31,415	32,398	
1/2	28,636	29,408	31,077	31,730	32,378	33,196	
2	29,161	30,061	32,037	32,685	33,339	33,991	
1/2	29,689	30,633	33,000	33,648	34,304	34,953	
3	30,222	31,204	33,960	34,603	35,256	35,914	36,622
1/2	30,864	31,896	34,956	35,773	36,480	37,185	38,003
4	31,509	32,587	35,962	36,938	37,696	38,457	39,382
1/2	32,430	33,399	36,933	37,967	38,807	39,573	40,499
5	33,354	34,214	37,913	38,997	39,921	40,687	41,611
1/2	34,316	35,204	39,002	40,123	40,970	41,771	42,711
6	35,274	36,198	40,096	41,248	42,022	42,861	43,812
1/2	36,465	37,313	41,161	42,200	43,048	43,870	44,805
7	37,656	38,426	42,232	43,149	44,075	44,882	45,804
1/2	38,886	39,965	43,864	44,785	45,749	46,609	47,574
8	40,115	41,501	45,496	46,418	47,418	48,340	49,340
1/2	41,116	42,575	47,035	47,807	48,922	49,842	50,804
9	42,117	43,656	48,572	49,189	50,422	51,341	52,264
1/2	43,870	45,454	51,011	51,644	52,586	53,698	54,324
10	45,624	47,248	53,444	54,098	54,745	56,054	56,379
****25	46,759	48,382	54,580	55,234	55,880	57,189	57,514

*These must be acceptable graduate hours as interpreted by the Superintendent's office.

**Only teachers employed in the Royal Oak School District prior to April 1961 are eligible, provided the 45 semester hours were earned prior to April 1961.

****After 25 years of service in the Royal Oak School District.

8.26.91

APPENDIX F

SUPPLEMENTAL SALARY SCHEDULE

1991 - 1992

The attached five-step supplemental salary schedule shall apply to teachers assigned by the Board to the positions designated herein.

For purposes of determining a teacher's experience level on the supplemental salary schedule, all teachers performing such an assignment during the 1991-92 school year shall receive one (1) credit for each year s/he has taught in the Royal Oak School District. All other teachers shall receive no experience credit unless they present, to the Board of Education, proof that such experience has occurred and the number of years or experience which said teacher has. The Board may, at its discretion, give any person performing the above services credit for years of experience secured outside the District. Transfer of experience credit between sports or activities shall be at the discretion of the superintendent or designee with notice to the Joint Committee.

Any person presently receiving a supplemental salary for an activity will not have that supplemental salary reduced.

The Board retains the absolute right to determine supplemental programs.

1. Athletic Coaches

SUPPLEMENTAL POSITION	Year 1	Year 2	Year 3	Year 4	Year 5
Senior High School					
Athletic Director H.S**	$2,446	$3,055	$3,667	$4,276	$4,888
Faculty Manager and P.E. Coordinator	1,222	1,528	1,833	2,141	2,446
Asst. Athletic Director (Building/District)	817	1,018	1,222	1,426	1,628
Head Varsity Football**	2,446	3,055	3,667	4,276	4,888
Asst. Varsity Football**	1,628	2,038	2,445	2,850	3,260
J.V./Reserve Football***	1,222	1,565	1,905	2,247	2,589
Freshman Football	817	1,199	1,582	1,966	2,347
Trainer***	323	405	488	570	652
Varsity Soccer	1,598	1,931	2,263	2,596	2,929
J.V. & Asst. Soccer	1,015	1,268	1,522	1,776	2,029
Head Cross-Country	1,222	1,528	1,833	2,141	2,446
Asst. Cross-Country	817	1,018	1,222	1,426	1,628

Varsity Basketball	2,200	2,750	3,301	3,852	4,402
Asst. Varsity Basketball	817	1,183	1,550	1,918	2,284
J.V./Reserve Basketball	1,142	1,485	1,828	2,170	2,512
Freshman/Asst. Varsity Basketball	817	1,183	1,550	1,918	2,284
Varsity Swim	1,792	2,240	2,689	3,136	3,584
Asst. Varsity Swim & Diving	1,304	1,629	1,957	2,282	2,608
Freshman Swim	977	1,221	1,467	1,711	1,957
Sync. Swim with Production	1,142	1,427	1,711	1,996	2,280
Sync. Swim without Production	489	611	733	856	977
Head Wrestling	1,792	2,240	2,689	3,136	3,584
J.V./Asst. Wrestling	1,142	1,427	1,711	1,996	2,280
Varsity Volleyball	1,222	1,672	2,123	2,572	3,022
J.V./Reserve/Freshman Volleyball	817	1,136	1,456	1,777	2,098
Head Gymnastics	1,222	1,672	2,123	2,572	3,022
Asst. Gymnastics	817	1,058	1,300	1,544	1,786
Varsity Baseball/ Softball	1,222	1,672	2,123	2,572	3,022
J.V./Reserve Baseball/Softball	817	1,136	1,456	1,777	2,098
Freshman/Asst. Baseball/Softball	817	1,104	1,395	1,683	1,973
Head Varsity Track	1,222	1,672	2,123	2,572	3,022
Asst. Varsity Track	817	1,104	1,395	1,683	1,973
J.V./Reserve Track	817	1,104	1,395	1,683	1,973
Freshman Track	817	1,104	1,395	1,683	1,973
Golf	817	1,167	1,520	1,871	2,224
Head Varsity Tennis	977	1,294	1,609	1,927	2,244
Freshman Tennis	652	822	991	1,160	1,329

Dance with Production	1,142	1,455	1,766	2,078	2,389
Dance w/o Production	489	611	733	856	977
Bowling w/o Tournament	163	204	244	284	323
Head Cheerleading	896	1,167	1,440	1,711	1,973
Assistant Cheerleading	734	933	1,130	1,328	1,527

Junior High School

Separate seventh grade and eighth grade coaches will be provided in volleyball, softball, and gymnastics if any out-of-district competition occurs and a minimum of six (6) contests are scheduled.

Athletic Chairperson	652	822	991	1,160	1,329
Football	817	1,104	1,395	1,683	1,973
Basketball	817	1,104	1,395	1,683	1,973
Volleyball	817	1,018	1,222	1,426	1,628
Baseball	652	916	1,177	1,442	1,704
Softball	652	916	1,177	1,442	1,704
Track	652	916	1,177	1,442	1,704
Gymnastics	817	1,104	1,395	1,683	1,973
Cheerleading	817	1,104	1,395	1,683	1,973
Intramurals	817	1,018	1,222	1,426	1,628

* Plus one (1) released hour per day.
** Two weeks preconditioning practice is required.
*** This person is one of the assistant football coaches who is designated as the "trainer".

If, because of numbers, an additional coach is needed, s/he shall be designated as an assistant and will be paid at sixty-five percent (65%) of the coach in that sport.

The School District does not expect that school-sponsored activities involving pupils be scheduled during a school recess or vacation period. Coaches of sports which are normally in progress during December are encouraged to avoid scheduling activities during such periods. Practice, competition or related activities may be carried on by request of a coach. Such activities shall be approved through proper supervisory channels.

Secondary physical education teachers may be required to accept two (2) coaching assignments per school year.

2. Non-Athletic Responsibilities

Guidance Counselor.....two weeks pro rata teaching contract
Social Worker.....two weeks pro rata teaching contract
Student Accounting Advisors....two weeks pro rata teaching contract

Vocational Education Coordinators as follows:

Distributive Education, each coordinator.....six weeks pro rata*
Business & Office Education, each coordinator..six weeks pro rata*
Trade & Industrial Education, each coordinator.six weeks pro rata*
Food Services, each coordinator.....six weeks pro rata*

Coordinator of Speech Correction.....5%
Head Social Worker.....5%
Head Teacher, each elementary school.....5%

* Salary shall be based upon payment for weeks agreed upon in advance with the superintendent's office, and all weeks will be paid at the rate of the last contractual agreement regardless of expiration date of the contract.

General guidelines are one (1) week of employment for each ten (10) students enrolled in the program to be placed in jobs during the next school year to a maximum of six (6) weeks total supplemental pay pro rata teaching contract.

3. Music and Dramatic Coordinators and Directors

District					
Coordinator of Instructional Music	714	890	1,069	1,249	1,426
Coordinator of Vocal Music	714	890	1,069	1,249	1,426
High School					
Symphony Band	1,366	1,708	2,051	2,392	2,735
Concert	958	1,197	1,436	1,675	1,914
Marching Band	527	660	791	924	1,054
Pep Band	355	446	536	624	714
Orchestra	1,249	1,560	1,872	2,184	2,494
Vocal Music (minimum of 2 performing groups)	1,249	1,560	1,872	2,184	2,494
Glee Club (minimum of 2 performing groups)	624	780	938	1,092	1,249
Dramatics Per Production (to maximum of 3)	714	890	1,069	1,249	1,426

Dramatic-Musical Production (additional for Dramatic Director	267	333	400	465	536
Dramatic-Musical Production, Instrumental Music Director	536	668	803	938	1,069
Dramatic-Musical Production, Choral Music Director	536	668	803	938	1,069
Dramatic-Musical Production, Choreographer (if integral part of production)	267	333	400	465	536

Should a high school production--for example, opera, operetta or major musical production--require additional directors, the high school principal shall determine which additional directors shall be employed.

Each Junior High School					
Band	890	1,114	1,339	1,560	1,783
Orchestra	890	1,114	1,339	1,560	1,783
Chorus	890	1,114	1,339	1,560	1,783
Each Elementary School					
Music Production	171	241	313	382	454

4. High School Activity Sponsors

Junior-Senior Classes Advisor	890	1,114	1,339	1,560	1,783
Official Publications, Each	624	780	938	1,092	1,249
Debate	1,069	1,339	1,604	1,872	2,140
Computer Technical Oper.	1,783	2,227	2,674	3,120	3,563
Forensics	536	668	803	938	1,069
Supply Store Manager	714	890	1,134	1,249	1,426
Student Government	890	1,114	1,339	1,560	1,783

"Inservice" activities, parent conferences, pre-kindergarten testing, or other professional activity after 5:00 p.m. on school days or any time on non-school days during the school year may be arranged by mutual agreement between principal and teacher(s) and paid for at the daily rate.

5. Safety Patrol and Service Squad

Safety Patrol Sponsorship

Safety Patrol, schools with fewer than 16 traffic posts	714	890	1,069	1,249	1,426
Safety Patrol, Schools with more than 16 traffic posts	890	1,114	1,339	1,560	1,783

The responsibilities to be met in order for an elementary school Safety Patrol Sponsor to qualify for supplemental compensation are as follows:

a. An active Safety Patrol shall be organized which comprises more than ten (10) pupils.

b. A weekly meeting of the Patrol shall be held outside of school hours.

c. A recreational activity as a morale builder for the pupils shall be carried out at least once per month during the school year, which may include a culminating activity.

d. To be compensable, Safety Patrol activity must be a predominantly traffic safety activity.

e. The Safety Patrol Sponsor shall cooperate with the principal in developing a program of safety education throughout the school.

f. At least eight (8) traffic safety posts must be a part of the Safety Patrol activity for compensation to be granted. The sponsor shall observe posts on a regular basis and follow up on Patrol-related problems.

Service Squad Sponsorship

Service Squad	714	890	1,069	1,249	1,426

The responsibilities to be met in order for an elementary school Service Squad Organization Sponsor to qualify for supplemental compensation are as follows:

a. An active Service Organization shall be organized which comprises more than ten (10) pupils.

b. A weekly meeting of the Organization shall be held outside of school hours.

c. A recreational activity as a morale builder for pupils shall be carried out at least once per month during the school year, which may include a culminating activity.

d. To be compensable, Service Organization activity must be predominantly concerned with, but not limited to, traffic flow, pupil safety and pupil welfare within the building.

e. The Service Organization Sponsor shall cooperate with the principal in developing a program of service (safety) education throughout the school.

f. Service Organizations are formed by mutual agreement of the staff and the principal.

APPENDIX G-4

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

1992-93 CALENDAR

	M	T	W	T	F
Sept. 1992	-	-	(2)	(3)	-
	-	8+	9	10	11
	12	13	14	15	16
	21	22	23	24	25
	28	29	30		
Oct.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Nov.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	-	-
	30				
Dec.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	-	-
	-	-	-	-	
Jan. 1993					-
	4	5	6	7	8
	11	12	13	14	15
	18	19*	20*	21*	(22++)
	25	26	27	28	29

	M	T	W	T	F
Feb.	1	2	3	4	5
	8	9	10	11	12
	-	-	-	-	-
	22	23	24	25	26
March	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
April				1	2
	5	6	7	8	-
	-	-	-	-	-
	19	20	21	22	23
	26	27	28	29	30
May	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	-				
June		1	2	3	4
	7	8	9	10	11
	14*	15*	16*	(17++	18++)

+ Half day for students
() Days pupils not in session
- School in recess
* High school examinations
++ Records days

180 pupil instructional days (1st half 89, 2nd half 91)
185 teacher work days

Six early release days to be provided for elementary for inservice and parent/teacher conferences.

Four early release days for junior high to be used for inservice and parent/teacher conferences.

APPENDIX G-5

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

1993-94 CALENDAR

	M	T	W	T	F
Sept. 1993			(1)	(2)	-
	-	7+	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	
Oct.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Nov.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	-	-
	29	30			
Dec.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	-	-
	-	-	-	-	-
Jan. 1994	3	4	5	6	7
	10	11	12	13	14
	17	18*	19*	20*	(21++)
	24	25	26	27	29
	31				

	M	T	W	T	F
Feb.		1	2	3	4
	7	8	9	10	11
	-	-	-	-	-
	21	22	23	24	25
	28				
March		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
April					-
	-	-	-	-	-
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
May	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	-	31			
June			1	2	3
	6	7	8	9	10
	13*	14*	15*	(16++	17++)

+ Half day for students
() Days pupils not in session
- School in recess
* High school examinations
++ Records days

180 pupil instructional days (1st half 89, 2nd half 91)
185 teacher work days

Six early release days to be provided for elementary for inservice and parent/teacher conferences

Four early release days for junior high to be used for inservice and parent/teacher conferences

APPENDIX H-5

LETTER OF UNDERSTANDING

This Letter of Understanding sets forth the mutual agreement of the parties with regard to determining a vocal music teacher's eligibility for receiving an Elementary Music Supplemental:

All full-time elementary vocal music teachers shall be eligible for a supplemental of $800 per year. Any part-time elementary vocal music teacher shall be eligible for a prorated amount based upon their work assignment, i.e., an .80 teacher shall receive eighty percent (80%) of $800 ($640) as a supplemental.

It shall be understood that every elementary vocal music teacher will participate in the All-City Vocal Music Festival and the Sixth Grade Honors Choir program, without additional compensation.

Further, it is understood that it is the responsibility of every elementary vocal music teacher to ensure that every elementary student in grades one through six shall be given at least one opportunity to perform in an organized program during the school year. Programs shall be presented to the general public in the evening. Scheduling of these programs will be coordinated with the building principal.

The above agreement is effective immediately and shall remain in effect for the duration of the 1989-1994 Master Agreement.

M. Jean Rose
Royal Oak Education Association

Date October 4, 1991

William Poston
School District, City of Royal Oak

Date October 4, 1991