

TO: PROFESSIONAL NEGOTIATIONS
FROM: DALE ROBINSON
Royal Oak (2)
FOR INFORMATION -
PLEASE PUT WITH
ROYAL OAK CONTRACT
FOR '66-'67

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

AN APPRAISAL
of the
PROPOSED MASTER AGREEMENT
between
THE ROYAL OAK BOARD OF EDUCATION
and
THE ROYAL OAK EDUCATION ASSN.

Royal Oak Bd. of Education

Prepared by

THE ROYAL OAK FEDERATION OF TEACHERS

June 14, 1966

This appraisal is not an attempt to write a new contract to govern the Royal Oak School system, nor is it an editing of the proposed agreement. Instead, it attempts to set forth a differing point of view, as well as a difference in philosophy, by a minority group which is still representative of a large segment of Royal Oak teachers. It attempts, too, to be fair and to be free from mere discontent and idle criticism. It aims at informing before a most crucial decision by voters.

The three-year enforcement proposed by this agreement comes at a time when teachers everywhere are attempting—and gaining—significant improvements in their living standards and working conditions. At this time, a bargain which does not provide for improvement in teaching conditions at once, plus a way to keep abreast of improvements around Royal Oak, would be a serious impediment to each teacher's progress and effectiveness.

The Federation therefore urges most thoughtful consideration of the agreement's terms, with attention to steady progress. The Federation finds no phase of this contract, except salaries, truly open to further improvement. The reader is therefore urged to treat each section as his own working condition until June 1969. If the prospect of work under each section is pleasant, then ratification of the agreement would be advisable. If any section is disagreeable, then that section should be sent back to the bargaining agent for further revision.

As we say, this is an appraisal. We have attempted to label each section either as a gain or a loss, adding to many sections the description, "no change" from present policy or precedent. The reader may not always agree with these labels—that is his privilege. But the Federation submits that, since this is a working agreement for 800 teachers in 24 buildings and under a wide variety of conditions, this committee appraisal (representative of many different teaching experiences) may prove helpful. The teacher who votes on this contract is not alone: he is adding support to an agreement which will govern literally hundreds of his colleagues. Each voter has a responsibility to those colleagues to make sure that their wishes are honored.

Therefore, this appraisal is an attempt to inform, assuming that the commenting committee has a wider view of working conditions than any single teacher could possibly possess.

THE ROYAL OAK FEDERATION OF TEACHERS

How the Promises Were Fulfilled...

When we "look at the record" and compare the campaign promises of November with the accomplishments of the spring, the proposed contract falls far short of expectations. The secrecy of bargaining will prevent any outsider from ever knowing all the reasons why the contract is a disappointment. Nor could anyone say, in fairness, how many of the 29-plus-an-insertion could be expected. But the totals are disappointing.

As teachers who are accustomed to lofty phrases but inferior treatment, we must score a loss for those points which the agreement states as principles but does not provide an operating plan to put them into practice. On the other hand, we count as partly gained those points where even a fraction of the promise was achieved, as in the case of 10 more sick days, when unlimited time was promised.

The promises, with a comment on the final accomplishment, are listed:

1. Half tuition payment for courses designed to increase a teacher's background.
Never mentioned anywhere in this agreement. LOST
 2. Full paid study leave of absence for areas of special need.
Never mentioned anywhere in this agreement. LOST
 3. Unlimited Sick leave.
Ten days have been gained over present situation. PARTIAL GAIN
 4. Optional compensation for unused sick days over 100.
Never mentioned anywhere in this agreement. LOST
 5. Equalization of teaching load.
Mentioned, but not constructed as any kind of practical plan. LOST
 6. Equitable compensation for extra-duty assignments.
Mentioned, but not constructed as any kind of practical plan. LOST
 7. Full Hospitalization for each family.
A significant advance, promised and achieved. GAINED
 8. Life and income protection insurance.
Never mentioned in this agreement. LOST
 9. Every elementary teacher be scheduled a daily released period for planning and preparation. Not achieved in this contract. LOST
 10. Provision of elementary counselors to help classroom teachers in various ways.
Never mentioned in this contract. LOST
 11. Special classes for remedial problems.
Present unsatisfactory practices are made "official" by this contract. LOST
 12. Special accelerated programs.
Never mentioned in this contract. LOST
 13. A duty-free lunch period.
Finally achieved for all teachers. GAINED
 14. A minimum lunch period of 45 minutes.
Lost through the provision that secondary teachers' lunch is as long as that of the students. LOST
- (Special bulletin on the "Douglas Teaching Formula" to regulate class sizes: never again mentioned in the contract. A section setting up a study committee on class sizes does not bind the Board to honor any findings.) LOST
15. A retirement separation pay independent from sick leave (\$500 for 10 years' service).
Proposed agreement continues present saved-days policy. LOST
 16. Extended maternity leave to agree with state certification code.
Gained under the proposed contract. GAINED
 17. Preliminary acceptance of a Professional Practices Act by greater teacher participation in matters of teacher tenure.
Proposed agreement merely continues present practices. LOST
 18. A jointly developed and executed evaluation system for all teachers.
Never mentioned in this contract. LOST
 19. Experimental program of ungraded elementary school.
Never mentioned in this contract. LOST
 20. Class size of 25 to 1, with a maximum of 1 to 125 per day.
A committee will study, but Board is not bound to accept recommendations LOST
 21. Increased teacher participation in curriculum development by increased membership . . . participation through membership in curriculum council.
This has been gained and limited to ROEA control--and probably membership PARTIALLY GAINED

- 22. Revision and enforcement of a professional code of ethics.
ROEA code has been installed; no provision for enforcement. LOST
- 23. More curricular materials, such as audio-visual aids at all levels.
Never mentioned in this contract. LOST
- 24. Self-contained elementary schools to eliminate the sharing of special teachers.
Each school will have a permanent substitute; Spanish, music teachers and the like must still travel from school to school. PARTIALLY GAINED
- 25. Economic and professional security demands annual contracts which include paid paid vacations. Never mentioned in this agreement. LOST
- 26. Full credit for outside teaching experience.
Extended from five to six years for certain limited situations. PARTIALLY GAINED
- 27. Three personal business days to be used at the individual's discretion, unrelated to sick leave. Number has been extended from one to two. PARTIALLY GAINED
- 28. Compounding Percentage Index Salary Schedule.
A bit of correction helps to eliminate the inequities of this year's schedule, but the true expanding schedule has not been regained. LOST
- 29. Strive for a beginning salary of \$6000 and with the possibility of a classroom teacher doubling this amount in ten years. Salary schedule falls far short of these figures, both at the bottom and the top. LOST

TOTALS: GAINED—3 PARTIALLY GAINED—5 LOST—22

All who read this agreement are urged to compare it with the following section of the statute:

A SECTION FROM PUBLIC ACT NO. 379—"THE COLLECTIVE BARGAINING ACT OF 1965"

17.455

Sec. 11. Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes shall be the exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer: provided that any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

Readers who ponder the value of teaching services described in this contract are urged to consider the Federation's measurement of a teacher's worth shown below:

Teachers in Royal Oak serve about five hours a day in the classroom, for a total of nearly 200 days a year. The five daily hours, multiplied by the 200 days, gives a figure of 1,000 hours of classroom teaching service in a school year. The teacher's salary for the year, divided by 1,000, shows the teacher what he is being paid for each hour in the classroom. The lowest-paid teacher (with a bachelor degree and no experience) earns \$5,550 under this agreement; divided by 1,000, his service is worth \$5.50 per hour to him. By the same formula, the highest-paid staff member (holding a doctor's degree with 10 years' experience) earns \$11.31 for each classroom hour. This is a financial measurement of the teacher's intellectual background, skill in presenting his subject, and experience in handling children.

Of course, it fails to take into account the hours of planning lessons, grading papers, advising students, attending meetings, and fulfilling other professional responsibilities.

The Federation believes that many services which the teacher performs—extra classes beyond regular school day, summer school teaching, substitute teaching services, coaching and advising extra-curricular activities—call for the same blend of intellect, skill, and experience which is so prized in the classroom. We therefore recommend payment to the teacher for these services at the same rates.

For the sake of brevity in this appraisal, we have referred to this principle at the "1/1000 rate" of payment for these extra services.

AGREEMENT

BOARD OF EDUCATION OF THE CITY OF ROYAL OAK

AND

ROYAL OAK EDUCATION ASSOCIATION

THIS AGREEMENT is entered into this _____ day of _____, 1966, by and between the BOARD OF EDUCATION of THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN, hereinafter called "the Board and/or the District", and the ROYAL OAK EDUCATION ASSOCIATION, hereinafter called "the Association".

The Board and the Association recognize that their paramount aim is providing quality education. They further recognized that as teaching is a profession, teachers shall be guided in their conduct by the provisions of the Codes of Ethics of the Royal Oak School District and the Michigan Education Association.

And that following extensive professional collective negotiations between the Board and the Association, they have reached certain understandings.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The School District hereby recognizes the Association as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all certified contractual teachers excluding supervisory and administrative personnel. References to male teachers shall include female teachers.

The Association recognizes that except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. At any time after their employment, teachers may sign and deliver to the Board an assignment authorizing deduction of continuing membership dues ~~and assessments~~ of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues. The Board shall notify the Association monthly of any changes in said list due to teachers entering the program or leaving the system. Any teacher desiring to have the Board discontinue deductions he has previously authorized must notify the Board and the Association in writing by September 11 of each year for the school year's dues.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations.

LOSS: These codes assume all the Ed. Assn. traditions: Superintendent and Board are supreme; teacher has no rights. Recommend re-writing for strength.

LOSS: What are these assessments? Who votes them? Can all teachers be forced to join ROEA and pay them? Recommend delete and assessments.

LOSS: This guarantees a membership till discontinued. Belongs under "Deductions," page 18.

ARTICLE II

Strike Prohibition

~~The Association recognizes that strikes, by teachers, are contrary to law and public policy.~~ The Board and the Association subscribe to the principle that differences

LOSS: Why throw away in advance a possibly valuable tool? We can understand it may have been a promise extracted in bargaining. Is it necessary to state it—it's state law. See next pg.

shall be resolved ^{wherever possible} by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Any organization is weak when it throws away an existing bargaining power. Recommend delete first sentence, insert wherever possible.

ARTICLE III

Protection of Teachers

The responsibility for the total school program including what occurs in each teacher's classroom is shared by all staff members as illustrated on the staff-line chart of organization of the School District. This chart indicates that a teacher has primary responsibilities within his own classroom, to observe the principles of good teaching, to abide by the rules and regulations of the School District and to act in all ways in a prudent and reasonable manner. The full authority and legal responsibility of the School District will support any staff member to the limit of the law in the discharge of the responsibilities as described above.

GAIN: This cements the existing policy, puts it in writing.

Any complaints directed toward a teacher shall be brought to him by his principal or supervisor within a reasonable period of time.

GAIN: We agree in principle; wonder if this is sufficient to make sure the idea operates.

Physical conflict between pupils and teachers is a matter of utmost concern and must be reported in writing to the Superintendent of Schools by the Building Principal. Such a matter shall be reported to the police authorities if either the teacher or the principal feels that the nature and severity of the conflict should be so reported. Such a provision is not intended to require the principal and teacher to do this if together they feel that the best interests of the pupil, the District and the teacher will be served by making no such police report. *See Detroit contract.*

PART GAIN: Good as far as it goes. Does not cover the teacher's right to refuse responsibility for serious emotional cases. See Detroit contract for perfect teacher protection.

Teachers shall not supervise other teachers. Chairing committees, leading departmental meetings, informal interviewing of teacher applicants or tenure coaching duties shall not be regarded as supervision.

Teachers shall not be required to assume the responsibilities of absent teachers except in short term emergencies. It is agreed that the selection and placement of substitute teachers is a School District responsibility. The District shall make every reasonable effort to provide qualified substitute teachers when needed. *What about pay?*

PART GAIN: Good principle —now pay for it! We add compensation at $\frac{1}{1000}$ rate per hour. Add fact that teachers can reject substitutes whose services have previously been poor.

Special substitute teacher needs, (e.g. field trips) require joint planning between the principal and the teachers involved.

ARTICLE IV

Teacher School Calendar

A. Holidays

1. Thanksgiving Day and the Friday following.
2. Winter Recess. Winter recess will begin no later than 2:00 P.M. December 23. However, if December 23 is a Saturday, Sunday or Monday, the recess will begin at 2:00 P.M. on the Friday immediately preceding December 23.
3. New Year's Day
 - a) School resumes on January 2, except when New Year's Day falls on a Thursday, Friday or Saturday in which case school resumes on the following Monday.
 - b) School resumes on Tuesday, January 3 when New Year's Day falls on a Sunday.
4. Spring Vacation
 - a) Spring vacation begins at the close of the school day on the Thursday preceding Easter.
 - b) School will resume on the second Monday following Easter.

REAL GAIN: We applaud this calendar. Readers are reminded that it covers all situations encountered in the next three years.

ARTICLE - Teacher School Calendar

5. Memorial Day

- a) When Memorial Day falls on Sunday, school will resume on Tuesday.
- b) When Memorial Day falls on Thursday, school will resume on the following Monday.
- c) When Memorial Day falls on Tuesday, the preceding Monday will be a holiday.

B. School Year for Teachers

The work year shall not be longer than 190 teacher duty days (as defined below) nor less than 185 duty days. The beginning date of the school year shall not be earlier than the Tuesday following Labor Day and the ending date shall not be later than 2:00 P.M. of the third Friday in June.

NO CHANGE: This looks smaller because it no longer includes the holidays between Sept.-June.

Duty Days are defined as those days when pupils are in attendance, orientation days at beginning of the school year, in-service days, institute days, conference and curriculum days, and record days which may occur at mid-year and the close of the school year.

NO CHANGE that can be detected on short-notice inspection.

Parent-Teacher Conference Days - There shall be no less than the equivalent of two (2) full days or 14 hours of released time for parent-teacher conferences at the elementary and junior high schools. Kindergarten teachers with two (2) sections shall have no less than twice this amount of conference time. When evening hours are selected for junior high conferences by a majority vote of the teachers involved, teachers will be given equivalent released time during that same day without loss of pay.

In-Service Days - There shall be no less than three (3) days per year for elementary and junior high in-service education. There shall be no less than one and one-half (1-1/2) days per year for senior high in-service education.

Record Days - There shall be no less than one (1) record day at the end of the first semester for the high school. Teachers shall have no less than two (2) days for records after students leave at the end of the school year.

Institute Days - Teachers shall be released for no less than two (2) days each year to attend institute days approved by the State Board of Education.

Teaching Hours

The District and the Association recognize and agree that the teacher's responsibility to his students and his profession generally entails the performance of duties and the expenditure of time beyond the normal working day. Teachers are entitled to regular time and work schedules related to the pupil's day on which they can rely and which will be fairly and evenly maintained to the extent possible throughout the school system. ~~A moderate amount of school-sponsored extra-curricular activities is a normal part of a teacher's load. The total staff will make every effort to equalize these responsibilities.~~ Except in emergencies and instances of staffing, plant, and other exigencies, the following schedules are hereby adopted:

NO CHANGE: High-flown in principle but meaningless in practice. Delete the sentence about extra-curriculars or add payment at 1/1000 rate. Add fact that no teacher is compelled to accept extra-curricular jobs. We do recognize school's responsibility to run full extra-curricular programs.

Delete or pay.
A. Classroom teachers and other teachers on the classroom teacher's salary schedule shall be on duty no less than 15 minutes before the teacher's first assignment daily (and also in the afternoon in elementary schools) and no less than 15 minutes after his last assigned responsibility at the end of the day. This regulation shall not change during the life of this Agreement unless otherwise negotiated.

Real-not administrative goof
10 minutes is enough for elementary teachers to be ahead of classes after lunch.

B. The following regular school hours for pupils are established:

Elementary	8:30 - 11:15 A.M.	12:30 - 3:15 P.M.
Junior High	8:35 - 3:05 EST	
Senior High	8:20 - 3:10 EST	

NO CHANGE: We find this unflattering when spelled out—but not very unreasonable. One change: 10 minutes before afternoon classes resume is enough.

NO CHANGE. Same as now.

These hours for pupils shall not be changed during the life of this Agreement unless otherwise negotiated.

C. School "open-house", "~~grade level meetings~~" and/or "meet the teacher evenings" shall be considered part of the teachers total responsibility.

one only

one

PART GAIN: Spells out existing policy. Should be limited to one of each of these. Grade level meetings need clarifying. We agree only if they do not mean curriculum planning, which should be a paid activity.

- D. When there are exceptional demands upon a particular individual for time over and beyond the regular work day as hereinbefore set forth, the Superintendent or his designee may work out with the individual concerned an arrangement for compensatory pay or time. No teacher shall be required to accept such assignment or arrangement.
- E. In addition to the time required for regular building and instructional meetings, and in addition to the 15 minutes before and after regular assigned responsibility, each teacher shall be available one hour each week, preferably at the conclusion of the school day, for staff consultation, pupil and parent conferences.
- F. Teachers holding supplementary contracts shall pursue their related activities immediately upon dismissal of the school day. This time shall be separate from the requirement of one hour per week for consultation.

NO CHANGE: A formula for payment should be written in. We suggest the \$1000 rate. Lacks any consideration for kindergarten, special ed., special subject teachers.

NO CHANGE: Unflattering to teachers, but time prevents devising a suitable alternative. Not totally unreasonable in principle.

NO CHANGE: Seems fair, but no pay for supplementals is mentioned anywhere.

LUNCH PERIODS

- A. Elementary school teachers shall have a lunch period of at least one hour. In compliance with State Law, one certified teacher shall be on duty in each building to handle emergencies. In no case shall this involve supervision of lunch room or playground activities.
- B. All secondary school teachers shall have a duty-free lunch period equivalent to the length of students' lunch period.
- C. Secondary school teachers shall, in addition to their lunch period, have at least one preparation period each day, during which they shall not be assigned to any other duties.

GAIN: Time discrepancies still exist at varying grade levels. Still no guaranteed planning time.

NO CHANGE: Puts existing policy in writing.

LOSS: Wording ignores special needs of kindergarten, special ed., and special subject teachers. No consideration of extra time or pay for pilot and honors course planning.

AFTER-SCHOOL MEETINGS

- A. Teachers are required to attend all building, instructional, and special meetings as outlined in the meeting schedule. No afternoon meeting shall extend beyond 5:00 P.M. unless otherwise agreed upon by the participants. The meeting schedule is based upon the calendar month.
 - 1. First and Third Tuesdays - Building Meetings.
 - 2. Second Tuesdays - Instructional Meetings; detailed announcements will be made from time to time.
 - 3. Fourth Tuesdays - Association General Meeting. *Nobody else!* →
 - 4. Fifth Tuesdays - Special Meetings. These meetings shall be held only after three days advanced notice to the Association and teaching staff and approval of the Superintendent.
- B. The Board and Association encourages active participation and attendance at all other school-related meetings as part of the teacher's ~~professional responsibility~~ *public image.*

LOSS: Federation and independents are shut out. This day should be guaranteed free for any professional group, free from principals' whims, and 15-minutes-after-school time restriction.

ARTICLE V

Teacher Load

The School District and the Association recognize the grave difficulty in attempting to guarantee class size figures since class size is related to available classroom space. The School District will make every effort to keep the pupil loads of teachers who work on the same level and in the same type of assignment reasonably equal.

The School District and the Association recognize the difficulty of comparing the total work loads of teaching staff members when assignments may be very different. The District and the Association agree to the organization by October 1966 of a study committee to examine teacher loads which will attempt to equate the many factors in the following general areas but not necessarily limited to these areas.

- 1. Factors of pupil personnel such as number of minutes per week with pupils, unusual and/or unique pupil problems, average number in typical class, total number of pupils for whom an individual teacher is responsible, daily, weekly and annually, etc.

NO CHANGE: The Board must admit the teacher's first responsibility is to his classroom and preparation. PTA and community-sponsored work should be construed as public relations, not instructional, work.

NO CHANGE: This section makes the Board merely accept a study report on class sizes. No action demanded.

What happened to the Douglas Teaching Load Formula? We cannot ratify without guarantees on this point!

We recommend asking each department or specialty to recommend a fair and suitable class load for year after next; decision to be mandatory on the Board.

- 2. Factors of curriculum such as number of daily preparations, amount of paper and project evaluation, amount of extra-curricular and non-classroom activity connected with the assignment, planning involvement with other staff and with pupils, etc.
- 3. Factors of physical facilities and arrangements such as:- amount and care of equipment, the amount of movement within and between buildings, the availability of suitable conference and planning space, size, nature and extent of physical area to be supervised by the teacher, etc.

(See previous page for comments.)

IN ALL CASES THIS ARTICLE MUST READ: ARTICLE VI
"Professional Organization"

Teacher Rights

- A. The ~~Association~~ and its official representatives shall have the right to use school building facilities and equipment, if personally qualified, at all reasonable hours for ~~Association~~ business. This usage shall comply with School District Building Use and Rental Policies. Any cost to the ~~Association~~ will be based upon overtime custodial costs. The ~~Association~~ shall have the use of equipment at such times and under such procedures as approved by the principal or other appropriate building officials. The ~~Association~~ agrees to pay for all materials used for its purposes at school costs. Established media of communication shall be made available to the ~~Association~~ and its members. ~~Staff bulletin boards shall not be used for political announcements.~~ *Nothing in this article shall infringe on a teacher's right to professional independence.*
- B. The Board agrees to furnish to the ~~Association~~ in response to reasonable requests from time to time all available 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 and their students, together with information which may be necessary for the Association to carry out its activities. The ~~Association~~ shall be advised by the Board of any new or modified financial information.
- C. The Board and Association agree there will be no discrimination against any teacher on the basis of race, creed, color, national origin, sex, marital status, *or professional affiliation or independence.*

DEAD LOSS: This section will shut out any organization but ROEA, defies the bargaining law's instruction to bargain for all members by making it too difficult for any competitive group to function. SHUT-OUT! Must be broadened to include any recognized professional group, plus rights of independent teachers.

LOSS: This data is open by law to all parties who show legitimate cause to have it. It also gives competition to ROEA a difficult time in preparing a campaign of improvements for teachers.

NO CHANGE: Section should be broadened to cover professional affiliations.

ARTICLE VII

Professional Study Committee

The District and the Association recognize that the school instructional program and related matters are in need of continuing study and development.

It is further agreed that the parties will cooperate in an ongoing study to assist in bringing about desirable instructional growth and development. Therefore, the Association shall establish an Association Curriculum Study Committee for the purpose of providing effective consultation for, and assistance in, development of the instructional program.

Personnel of the ACSC will be determined by the Association. Meetings held with Board of Education approval during school hours shall be compensated as teaching days. If extensive consultation or development of the instructional program requires summer or other vacation participation, the Board of Education shall authorize appropriate compensation.

The parties agree that the ACSC serves an advisory, consultative, and fact-finding capacity only and that failure to place any of its recommendations into effect shall not constitute the basis for a grievance.

The ACSC may consider, but is not restricted to, changes and innovations in teaching methods and techniques, class composition, and any other phase of the curriculum.

ACSC Procedural Guidelines

- A. The ACSC shall receive copies of all reports prepared after the effective date of this contract by duly-appointed curriculum study committees.

LOSS: This article robs the non-ROEA member of his right to use his experience and education in curriculum plans. Terms of this section put all control in the hands of ROEA, which can then perpetuate its hold by appointing only their own members.

FURTHER LOSS: The impression of a gain in this entire section is cancelled here when it fails to show a way for teachers to put their results into action in the classroom.

LOSS: See next page.

ACSC Procedural Guidelines

- B. The ACSC may recommend to the Assistant Superintendent, Instruction, topics for curriculum study.
- C. The ACSC may nominate to the Assistant Superintendent, Instruction, staff members for membership on any curriculum study sub-committee.
- D. The ACSC will study and make its recommendations on curriculum study sub-committee reports and present these recommendations to the Assistant Superintendent, Instruction.
- E. Staff members acting as resource persons for the ACSC shall be assigned by the Assistant Superintendent, Instruction.
- F. The Assistant Superintendent, Instruction, shall receive an agenda in advance of ACSC meetings for the purpose of offering appropriate staff resources and materials.

We must object to this section until it is opened to all qualified, interested teachers; until it guarantees that membership is voluntary; and until it guarantees equal status for all participating teachers.

In order to prevent many hours being spent uselessly, committee decisions should be made moderately binding.

ARTICLE VIII

Vacancies, Promotions, and Transfers

- 1. The School District will continue to receive and consider requests from staff members regarding desire for transfer or promotion. Such requests may be returned to the personnel office in a confidential manner and the personnel office will continue to answer such requests in writing, carrying out interviews with staff members when requested or if such interviews are appropriate to the situation.
- 2. The Board of Education will continue to consider qualified candidates for promotion from within the Royal Oak School District staff. *Local staff shall have first choice, as in Oak Park. Board shall supply reasons for rejection.*
- 3. A transfer request of an employee automatically expires in March of each school year and must be renewed, if the staff member wishes, on the new request form in that month of each school year. Stability within the staff is a major consideration of the school district as a guiding factor in considering transfer requests.
- 4. District vacancies posted in University placement offices shall be posted in all buildings in the District. *gain*
- 5. During the summer, information concerning openings that have developed subsequent to the close of the school year is available to all staff members who contact the office of the Assistant Superintendent of Schools in writing, by telephone or in person. *gain*
- 6. While the final determination of reassignments and transfers is vested in the Board, reassignment or transfer shall not be made without prior discussion with the teacher.

NO REAL GAIN: Section needs almost total revision. Oak Park has devised an excellent policy.

Section still lacks published criteria for transfer; it leaves decisions entirely with the Board; it does not require explanations of reasons for rejection in a job application. It fails to protect the non-tenure teacher who wants to escape harassment by administrators. It does not remove the mandatory third-year probation when probationers transfer.

All individual contracts should specify location of teaching for coming year.

ARTICLE IX

Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Each teacher shall have the right, upon request, to review the contents of his own personnel files maintained at the individual's school or at the personnel office. *witness or adviser of teacher's choice*
A ~~representative of the Association~~ may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. *All file entries which could be used against a teacher must be seen and signed by him.*
- C. All personnel files belong to the School District which agrees to share certain contents of these files with staff members in the interests of professional development. Materials in personnel files which are open to the examination of the individual staff member include:
 - a) Evaluations made as a part of School District evaluation program.

GAIN: Except for two insertions noted in the text, this represents real progress. But those two insertions add real teeth to the section. Compare with next page, however.

ARTICLE IX Teacher Evaluation

- b) Any special evaluations made after July 1, 1966 which originate with staff members within the Royal Oak School District.
- c) All communications originating with Royal Oak School District staff members after July 1, 1966.
- d) Routine communications, payroll memoranda, transcripts and all other materials not specifically excluded.

Materials which will be identified but not shared in totality will include:

- a) Communications from within the school system prior to July 1, 1966.
 - b) ~~Letters and communications originating outside of Royal Oak School District personnel.~~
 - c) Pre-employment credentials *from educational institutions and marked confidential*
- D. All communications, including evaluations by Royal Oak administrators, commendations and complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion, *seen and signed.*
- E. Full and free communication between the principal or the supervisor and the teacher is not to be inhibited by the injection of any third party or Association representative unless formal grievance procedures are contemplated as in Article _____ or formal disciplinary action by the principal or supervisor is anticipated.
Teacher may request a witness.

GAIN CANCELLED: Why limit time? Case can be built on pre-July 1 evidence. Either cancel this or install restriction below.

Either reject Item (a) or add to it: "No information originating before July 1, 1966, and not shown to the teacher may not be used against the teacher's professional interests."

LOSS: This Item does not eliminate the use of crank letters from citizens. Advise rejection or exclusion of such data.

NO CHANGE: Till noted idea is added.

SOME GAIN: Addition guarantees that idea will work.

NO CHANGE: Till teacher is assured of witness or counsel to prevent intimidation.

ARTICLE X

Grievance Procedure

The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to certain problems of the parties to this Agreement. Grievance proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having it adjusted without intervention of the Association at any level, if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.

A grievance is a complaint by a teacher or teachers in the bargaining unit claiming:

1. an alleged violation of this Agreement, or
2. an alleged violation of the written policies of the School District, *including tenure policy.*
3. *an alleged violation of teacher's personal or professional integrity.*

which directly affects the condition or conditions under which the specific teacher or teachers work.

Procedure

The teacher shall first discuss his complaint with his principal or supervisor in an attempt to resolve it informally. All complaints which may ultimately become grievances shall be brought to the principal or supervisor by the teacher within five school days of the alleged violation.

If the complaint has not been resolved by the principal or supervisor within three school days after being presented, the teacher may initiate formal grievance procedure by reducing the complaint to writing in the form of a grievance and presenting it to the Building Representative of the Association and the principal or supervisor.

The Building Representative of the Association shall review the grievance with the Association Appeal Committee and may communicate in writing as well as confer with the principal or supervisor within five school days of their concurrence in the particular grievance, requesting a review of the grievance and a written decision thereon.

The principal or supervisor shall render a written decision upon the grievance within five school days to the Building Representative.

LIMITED GAIN: This article can be useful to the teacher who is willing to use the ROEA channels set up here. See below.

This definition is entirely on the Board's side. LOSS until a third clause shows that the teacher has individual concerns.

LIMITED GAIN: Note that the ROEA must accept and pass upon all grievances. The individual loses all rights to process his own grievance. He can be cut off if the ROEA decides he has no case. This is sure to happen in view of ROEA's basically conservative outlook.

ARTICLE X Grievance Procedure

Should the decision of the principal or supervisor be unsatisfactory to the aggrieved party, the grievance may be filed with the Association Grievance Committee which may present the grievance in written form to the Superintendent of Schools or his designate within five school days of the decision reached by the principal or supervisor.

The Superintendent or his designate shall investigate the grievance and render a written decision within ten school days of the filing of the grievance.

Should the decision of the Superintendent's office be unsatisfactory to the aggrieved party, the Grievance Committee may present the grievance in written form to a Board of Education Ad Hoc Committee.

Such a filing shall be within five school days of the delivery of the decision from the Superintendent's office. The Board of Education Ad Hoc Committee shall render its decision within thirty calendar days to the Association Grievance Committee.

Following the decision of the Board of Education Ad Hoc Committee, the Association may submit the grievance to Advisory Arbitration.

Following the written notice of request for submission to arbitration the Association and a Committee of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten school days after the date of the request for submission to arbitration the arbitrator shall be selected according to the rules of the American Arbitration Association.

The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The arbitrator shall render his opinion only with respect to the particular grievance submitted to him and such opinion shall be advisory only and not binding upon the Board or the Association.

Any aggrieved party may be represented at all stages of the grievance procedure by an Association representative except the first informal discussion of the complaint. ~~He may not be represented by anyone unless specifically approved by the Association nor by any officer, agent or other representative of any organization other than the Association.~~ When a teacher is not represented by the Association, the Association shall have the right to be present at any hearing and state its views at all stages of the grievance procedure.

Forms for the processing of grievances shall be jointly developed by the School District and the Association.

The failure of an aggrieved party to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of a School District representative to communicate his decision to an aggrieved party within the specified time limits shall permit the grievance to proceed to the next level.

By mutual agreement of the parties in interest, time limits at any level may be extended.

Any grievance, once settled, may not be reopened except upon the disclosure of new facts which bear directly upon the grievance and which might affect the decision if reopened.

All matters pertaining to the tenure of teachers are specifically excluded from being subjects of grievances or the grievance procedure.

ARTICLE XI

Teacher Tenure

Teacher Tenure is governed by the provisions of the Michigan Tenure of Teacher Act. It is agreed that in the School District of the City of Royal Oak these provisions are implemented by local tenure policies and procedures. It is further agreed that wherever these local policies and procedures may exist in conflict to any provisions of this agreement, this agreement shall take precedence.

All this procedure is a worthwhile contribution to progress. It can be considered a gain, ONLY if the teacher is willing to risk getting his case cut off at the beginning by ROEA investigators.

Remember, that nowhere in this section is there any provision for the individual to pursue his own grievance, or to try to renew his request for a hearing, once he is cut off by a negative ROEA decision.

DEAD LOSS: This section denies the individual the right to a choice of counsel. It seems to say that the ROEA can pass judgment even upon an attorney selected by the individual.

The Federation is not asking for power here: The ROEA is the elected bargaining agent. The law stipulates that they must be present at all attempts to bargain. BUT the law does not restrict the individual only to these channels; it merely says that a representative of the bargaining agent must be present at all such grievance sessions.

This section negates and cancels the effectiveness of the entire article. Almost all grievances can be construed as affecting a teacher's tenure status.

NO CHANGE: Where does this article extend guarantees to teachers on probation and annual contracts? In spite of tenure law, the local agency can move to extend further protection to its own teachers.

NO CHANGE: This article does nothing to extend state law to give authority to our various local tenure committees and coach schemes. Board is free as always to ignore teacher committee recommendations.

NO CHANGE: This article does nothing to extend the protection of probationers which they once enjoyed under state law.

ARTICLE XII

Health Examination

- A. Every teacher must have a negative tuberculin skin test and/or a chest X-ray upon initial hiring and every two years thereafter for employment. Teachers are recommended to have skin testing done when students are being screened in the schools.
- B. Every teacher must present a certificate of health upon initial hiring and once every five years thereafter for continued employment. This certificate must indicate that the individual's health enables him to carry out his assigned duties.
- C. All health reports for beginning teachers and renewals for veteran teachers, whose statements expired during the previous school year, must be on file in the personnel office before an October pay check is released.
- D. All examinations that may be requested by the District, ~~other than those mentioned in A and B above,~~ shall be paid for by the District.

NO CHANGE: This is existing policy. The exams in sections A and B should be paid for by the Board, as is practice in surrounding districts.

ARTICLE XIII

Substitute Teachers

Substitute teacher pay shall be competitive enough to attract a high caliber of teacher. Every effort will be made to keep a satisfactorily performing substitute in the same position for the length of the absence of the regular teacher or until a permanent replacement is hired. After 30 teaching days in the same position, a substitute teacher shall be placed on a salary schedule commensurate with his education and experience.

NO CHANGE: Flat \$20 pay for substitutes should be changed to a rate for the beginning teacher with comparable education, making Royal Oak competitive in the market for competent substitutes.

ARTICLE XIV

Visitation Days

At the discretion of the Assistant Superintendent, Instruction, a limited portion of In-Service Education funds may be expended for visitation by classroom teachers to other classrooms and programs. Applications for such visitation should be processed through the building principal as are professional conference attendance requests.

NO CHANGE: This is existing policy. No additional suggestions.

ARTICLE XV

Released Time for Association Activities

An aggregate of one hundred twenty days per school year shall be granted the Association for use at its discretion for Association business. This shall include local negotiating committee activities, official duties of Association officers, commissions, committees, and Department of Classroom Teachers of the Michigan Education Association and the National Education Association but excluding curricular-oriented departments of these associations which come under the purview of the School District Conference Committee. All plans for use of such days shall bear the signature of the Association President and be processed through the regular conference attendance channels. It is understood that the only expense to the District is the regular compensation of the teacher and employment of substitute teachers. Upward revision to these limits may be authorized by the Board of Education if special circumstances prevail.

GAIN—FOR ROEA only. This amounts to a free hour a day for three people all year--certainly a reasonable allotment in view of bargaining responsibilities.

We agree that ROEA has three times as much to do as the ROFT. How about letting the ROFT have the 40 days--one free hour to keep itself organized. Let's not annihilate the opposition.

LEAVESSick Leaves:

Teachers shall be allowed eleven (11) days absence each year without loss of salary for the following reasons:

1. Personal illness or quarantine.
2. Serious illness in the immediate family (mother, father, wife, husband, child, fathers and mothers-in-law).

SLIGHT GAIN: Item 2 extends leaves to in-laws; item 4 (next pg.) gains us a day.

We suggest adding the wording of item 3 (next page) to this article.

LEAVES - (continued)

3. Death of a near relative, which may include mother, father, brother, sister, wife, husband, father or mother-in-law, 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 days for the metropolitan area, and five days in cases where considerable travel is involved.
4. Two days of absence each year caused by personal emergencies or legal and professional matters of a very urgent nature which can be transacted only during the school day, may be deducted. Except in cases of utmost emergency, notice of such absence shall be given in advance to the building principal or supervisor. This is not intended for the extension of established school vacation and recess periods nor to supplant conference attendance procedures as covered in section. Normally, personal emergency days shall not be used either on the day preceding or the day following a school holiday period. Teachers shall sign a statement of their understanding of the purpose for which these days are to be used in advance, if possible, or upon their return in utmost emergency. Forms shall be obtainable from the building principal or supervisor.
5. Upon written request to the Superintendent's office through the building principal, teachers shall obtain approval for absence in connection with participation in recognized religious observances, such absence to be deductible from their accumulated sick leave. Request should be received by the Personnel Office at least two days in advance.
6. Other reasons approved by the Superintendent's office.

At the end of the year, the unused portion of the sick days shall be cumulative and may be used at some subsequent time, if need be, for the above purposes. There may be an accumulation built up in this manner (including the current year sick leave credit) of one hundred and ten (110) school days for teachers. Sick leave days are for the protection of the teachers income during the hardships as outlined above and are of no cash value upon leaving the school system except as noted under termination pay policy below.

Any teacher who resigns or retires from the school system shall not carry over accumulated sick 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.

Sick Leave Applying as a Death Benefit

Payment for all sick leave days, as accumulated, shall be made to his designated beneficiaries in the event of a teacher's death while under contract to the district.

Termination Pay Policy

Teachers with ten or more years of service in the School District of the City of Royal Oak are granted an added salary payment equal to the salary rate for the current year as applied to half of the unused accumulated sick leave but not to exceed 50 days at the termination of their employment provided:

1. They retire and participate in the provisions of the Michigan Public Schools Employees' Retirement Fund.
2. They resign for reasons of health.
3. Teachers resign at the end of the school year.

In addition, when a teacher is eligible for retirement under the Michigan Public School Employees' Retirement Fund and retires, but has not served a full ten years, his payment for accumulated sick leave shall be pro-rated according to the number of years he has spent in the system, based on payment for half the accumulated time at the end of ten years, at the current salary rate.

Leave of Absence Policy

It is the policy of the School District of the City of Royal Oak that, upon recommendation of the Superintendent and approval of the Board of Education, leaves of absence may be granted for the following reasons: health, maternity, campaigning and/or serving in public office, study or travel, United States Government Peace Corps and Teacher

GAIN by extending leave to relatives who certainly deserve such consideration but are not so close to the teacher.

GAIN on one day per year here. However, surrounding districts are settling for 4 and 5 days.

NO CHANGE: This section still discriminates against the non-Christian teacher, who must observe his religious holidays by drawing from his "Sick" days. Jewish teachers might agree on a set of mandatory holidays and be given them gratis. At very least, we suggest an immediate arrangement to take only a half-day from sick time for a full-day religious holiday.

QUESTIONABLE GAIN of ten days. What happened to all the promises to get unlimited sick leave?

GAIN in those isolated cases where it applies.

NO CHANGE: Item 1: must a teacher retire from all work to draw this pay?

This item 2 is still a poor construction. The teacher who retires for illness has probably exhausted his sick time anyway.

Suggest a straight termination pay policy based only on years of service.

NO CHANGE: This is existing policy.

NOTE: In the interest of brevity, seven out of the eight items under Leave of Absence Policy are omitted here. The Federation can find no change from existing Teacher Handbook policy in these items. However, Item 6, allowing two extensions of a leave of absence, appears to be a significant GAIN. It is reprinted below:

6. Two extensions may be given upon the recommendation of the Superintendent and approval of the Board of Education. It is the teacher's responsibility to request any extension of leave of absence by written request to the Superintendent. If a teacher returns to service within ten years after a granted leave has expired, or within ten years after resignation, he will be given full credit for the years taught in Royal Oak. Otherwise, the service in Royal Oak is treated the same as experience outside for salary purposes.

NOTE: This appraisal here omits sections of the proposed agreement under ARTICLE XV—LEAVES on the following subjects:

Return from Study Leave (proposed agreement, page 11)

Sabbatical Leave Policy (proposed agreement, pages 11, 12, 13)

Policy Covering Requests of Staff to Leave Before End of School Year (page 13)

Holidays (page 13)

These sections, outlining policies in great detail, are of limited interest to the great majority of Royal Oak teachers; moreover, they are not changed from present Teacher Handbook policy. They have therefore been omitted.

ARTICLE XVI

Miscellaneous

The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

Regular school telephone facilities shall be made available to teachers for professional and personal emergency use only. All out of zone and toll calls are at individual teacher's expense except as professional long distance calls may be appropriately approved and recorded.

Adequate parking facilities shall be made available to teachers. The Board shall seek addition and improvement of parking facilities where needed although this does not represent commitment to hard-surfaced lots.

The District shall continue to improve teaching facilities with an emphasis on up-dating older facilities throughout the system.

All reports and decisions concerning Sabbatical Leaves and the Conference Attendance Committee shall be provided to the Association periodically. The Association President or his representative shall be a member of the Conference Attendance Committee.

The School District and the Association recognize that specialized training is necessary in working with emotionally disturbed children. Therefore, children who have been professionally diagnosed as eligible for special placement, but have not been placed because of space or program limitations, will be considered for a modified daily program. This modification will be instituted only after appropriate consultation.

NO CHANGE: The use of parking, telephone, and lounge facilities has been fairly liberal as a Royal Oak item of policy. This agreement makes no move to extend them.

LOSS: In view of the fact that more teaching equipment, and better availability of that equipment, has rated high on teacher polls, we are surprised to find no better guarantee for the future than those items listed in this article.

ARTICLE XVII

Salary Schedule and Other Benefits

A. The salary schedule of teachers covered by this Agreement, and conditions governing such schedule, are set forth in Appendix A to this Agreement, which is attached hereto and made part hereof. These schedules shall be effective July 1, 1966. Appendix A encompassing Schedule A, Teacher's Salary Scale, and Schedule B, Supplemental Pay Scale, shall remain in effect during the life of this Agreement, provided, however, that upon written notice to the other party on or prior to February first of each year of this Agreement, either party may reopen negotiations of such salary schedules and/or any other compensation items and all subsequent Agreements shall become amendments to this Agreement.

B. Teachers who earn enough credits (or appropriate degree) shall move to a higher salary on the Teacher's Salary Scale. All credit must be earned before the opening day of school in a school year to take effect in that year. If these credits (or degree) are received before the first pay period of the school year, the adjustment of the teacher's salary shall become effective on the first pay period. If these credits (or degree) are received after the first pay period, the adjustment of the teacher's salary shall be retroactive to the first pay period.

GAIN: This section protects the teacher who has actually earned credits in summer sessions, but whose transcripts have merely been delayed.

C. Teaching experience including armed services experience outside of the Royal Oak School District will be credited at the rate of one increment for each year up to and including five years which immediately precede Royal Oak service. If one of the five years preceding Royal Oak service was spent in full time university graduate study, a sixth year preceding Royal Oak service may be included in computing the five increments. All other outside experience--six to ten years preceding Royal Oak service including experience in the armed services--will be credited at one half an increment per year. The total outside experience credit shall not exceed five increments. This policy is retroactive to teachers now on the Royal Oak teaching staff. Inside service credit at full increment will be granted teachers who obtained this within ten years prior to returning to the Royal Oak School District.

SLIGHT GAIN: Not for staff members now employed--but is a constructive step in helping attract newcomers with better credentials.

Reminder: Birmingham is planning to honor outside experience right to the top of their new schedule.

SIGNIFICANT GAIN for many teachers. This tax-free benefit increase will vary from \$5 extra to \$180 for the average head of family --over what is now being paid. Royal Oak is finally coming into line with established policies in many forward-looking districts. Long overdue.

D. The Board of Education does hereby adopt as a general plan of the School District, from general school funds for the benefit of all eligible certificated personnel of the School District, a sum not to exceed the rate charged by Michigan Hospital Service (Blue Cross/Blue Shield) for full family, comprehensive semi-private coverage, as of May 11, 1966, such sum to be applied to hospitalization insurance premium for each teacher who has registered with the School District's business office that he or she is in a hospital medical program; provided, however, that if an eligible teacher has not so registered with the business office, a sum not to exceed \$100 per school year for said teacher shall then be applied towards a tax-sheltered annuity for said teacher subject to an agreement being executed between the teacher and the School District; and

The Michigan Education Special Services Association, National Life Insurance Company of Vermont, Mutual Insurance Company of New York, Variable Annuity Life Insurance Company of America and Equitable Life Assurance Society of the United States be and are hereby designated to be the companies through which the teachers may contract with the Board of Education to defer income for purposes of purchasing said tax-deferred annuities; and

All annual salary teachers working full time who report for duty during the school year shall receive said benefit on a pro-rata share of the benefit based on the number of months of employment, commencing with the date when said teacher reported for employment, in relation to said teacher's full employment year.

NO GAIN: The entire idea of annual contracts is not touched. It is an undue penalty for being older, entirely discriminatory.

E. Method of Payment

Teachers will have the opportunity to elect to receive their pay over the period covered by the school year, a ten-month plan, or by the calendar year, a twelve-month plan. The ten-month plan is considered the normal pay plan and the twelve-month is the optional plan.

The salaries of teachers shall be paid on alternate Fridays beginning with the second Friday after the start of school each year.

Teachers who elect to receive their pay on the ten-month plan will receive 21 checks beginning as indicated above and ending on the last official day of school in June

Teachers who elect to receive their pay on the twelve-month plan will receive 26 checks beginning as indicated above and continuing through the summer months.

If the twelve-month plan is selected, it will not be possible to withdraw accumulated monies in advance. Summer checks will be issued at regular two-week intervals.

Under either plan, each day of absence without pay will be computed by dividing the contractual amount by 200 days, thus determining the amount of daily deduction.

Personnel who terminate employment prior to the last day of school will have their pay re-computed on a daily rate basis from the first day of employment in the current school year to the date of termination of employment, and the additional amount due will be included in the final check.

DEAD LOSS—SHUTOUT!
Only ROEA members will have the privilege of paying dues in payroll deductions. Another example where competition to ROEA is being squelched.

F. Deductions are made from the pay of all regular employees in accordance with regulations of Social Security and Michigan Public School Employees Retirement Fund and for income tax obligations. In addition, teachers are privileged to have deductions made for Blue Cross insurance, tax-deferred annuities, United Foundation contributions, ~~Association dues~~, and for transactions with the employee-owned Credit Union.

A schedule of pay dates will be furnished each teacher at the beginning of the school year.

G. The Summer School salary shall be \$100 per week for the eight-week Summer School term providing a full two-class, four-hour teaching load is carried. Salary for less than a Summer School term or Summer School day shall be pro-rated accordingly.

NO GAIN: No provision for setting up criteria to choose summer school staff. Payment for summer work and driver education should be made on the 1/1000 rate, reflecting education and experience.

Driver Education and Continuing Education salaries are set at \$5.00 per teaching hour.

Staff members in the Humanities In-Service Institute shall be paid \$40 per day for the summer of 1966. Teachers who attend the Humanities In-Service Institute during the 1966 summer session shall receive \$20 for each half day of participation.

NO CHANGE: The 1/1000 rate for education and experience should also apply here.

Supplemental salaries as outlined in Schedule B are adopted at rates and amounts no less than have been in effect during the school year 1965-66, and they shall be reviewed with a committee designated by the Association prior to presentation to the Board of Education during each year of this Agreement.

NOTE: Attached to this proposed agreement is the existing schedule of supplemental salaries as they are now paid. (We omit it as current and common knowledge.) All supplemental contract holders should read this solitary clause carefully. This contract would bind the Board only to receive a request for increases; it in no way binds the Board to increase salaries. **UNDER THIS CLAUSE, ALL SUPPLEMENTAL SALARIES CAN EASILY BE FROZEN FOR THREE YEARS!**

ARTICLE XVIII

Duration

This Agreement shall become effective as of July 1, 1966 and shall remain in full force and effect to June 30, 1969, except as otherwise expressly provided herein. Either the Association or the Board may request that wages and/or other economic issues be renegotiated, to take effect subsequent to June 30, 1967, by delivering written notice of a desire to renegotiate such items at least ninety (90) days prior to June 30.

THIS IS THE MOST OFFENSIVE SECTION OF THIS AGREEMENT. No teacher can benefit from a three-year freeze of salaries and working conditions—especially in these changing, improving times. This is an obvious move to establish the bargaining agent so firmly that it cannot be dislodged for three years; it also tries to do three bargaining jobs in one, because it tries to reduce the need for further bargaining. A VOTE AGAINST THE AGREEMENT because of its three-year term would not destroy it. It could be re-submitted to a vote with a one-year term.

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussion upon request of either party. Upon mutual agreement, any discussed item may become the subject of negotiations. The parties agree to meet within five days after receiving such requests but in no case more often than monthly unless otherwise agreed by both parties.

At least 120 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the District.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teachers' contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

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

How Much Money Did Bargaining Get You?

On the following page is a comparison of this year's salaries (printed in parentheses) with the salary schedules proposed for next year (printed above those in parentheses). Simple arithmetic will show exactly the difference between next year and this year. The difference—your raise, as a result of collective bargaining—is shown beside the two figures. For example:

	<u>B. A.</u>	
Increment	\$5550	
1	(5200)	\$350
		← NEXT YEAR'S SALARY
		← THIS YEAR'S SALARY

Your Actual Raise

This computation shows only your raise. It does not take into account your advancement of one step—which you got for yourself by your experience. It does not consider any change you might make from one salary column to another—you did that for yourself by advancing your education. THESE FIGURES, THEN, ARE YOUR ACTUAL RAISE, DUE TO COLLECTIVE BARGAINING.

Teacher Salary Schedule

Salary Category	#1 A.B. Degree		#2 A. B. + 20 Semester Hours		#3 M.A. Degree or A.B. + 30*		#4 M.A. + 15 or A.B. + 45**		#5 M.A. + 30 Semester Hours		#6 M.A. + 45 Semester Hours		#7 Doctorate	
Steps	66-67 → RAISE													
0 <i>this year</i>	\$5550	\$350	\$5700	\$400	\$5900	\$300	\$6100	\$300						
	(5200)		(5300)		(5600)		(5800)							
Increment 1	\$5828	\$368	\$5985	\$420	\$6195	\$314	\$6405	\$315						
	(5460)		(5565)		(5881)		(6090)							
Increment 2	\$6119	\$386	\$6284	\$441	\$6505	\$326	\$6725	\$325	\$6836	\$313				
	(5733)		(5843)		(6179)		(6400)		(6523)					
Increment 3	\$6425	\$405	\$6598	\$463	\$6830	\$334	\$7061	\$332	\$7178	\$314	\$7293	\$292		
	(6020)		(6135)		(6496)		(6729)		(6864)		(7001)			
Increment 4	\$6746	\$425	\$6928	\$386	\$7240	\$407	\$7485	\$407	\$7609	\$382	\$7731	\$353	\$7975	\$292
	(6321)		(6442)		(6833)		(7078)		(7227)		(7378)		(7683)	
Increment 5	\$7083	\$446	\$7274	\$505	\$7674	\$459	\$7934	\$485	\$8066	\$453	\$8195	\$415	\$8454	\$337
	(6637)		(6769)		(7215)		(7449)		(7613)		(7780)		(8117)	
Increment 6	\$7437	\$468	\$7638	\$519	\$8134	\$486	\$8410	\$562	\$8550	\$526	\$8687	\$479	\$8961	\$381
	(6969)		(7119)		(7648)		(7848)		(8024)		(8208)		(8580)	
Increment 7	\$7809	\$492	\$8020	\$529	\$8622	\$515	\$8915	\$597	\$9063	\$601	\$9208	\$544	\$9499	\$425
	(7317)		(7491)		(8107)		(8318)		(8462)		(8664)		(9074)	
Increment 8	\$8278	\$595	\$8501	\$597	\$9139	\$546	\$9450	\$633	\$9607	\$637	\$9760	\$609	\$10069	\$467
	(7683)		(7904)		(8593)		(8817)		(8970)		(9151)		(9602)	
Increment 9	\$8775	\$631	\$9011	\$633	\$9687	\$578	\$10017	\$671	\$10183	\$675	\$10346	\$676	\$10673	\$507
	(8144)		(8378)		(9109)		(9346)		(9508)		(9670)		(10166)	
Increment 10									\$10794	\$716	\$10967	\$720	\$11313	\$721
									(10078)		(10247)		(10592)	

*These must be acceptable semester hours as interpreted by the Superintendent's office.
**Only teachers employed in our system prior to April 5, 1961 are eligible.

SAMPLING OF SALARIES FOR THE COMING YEAR IN SURROUNDING DISTRICTS

CITY OR TOWN	BACHELOR DEGREE Minimum-Maximum	MASTERS DEGREE Minimum-Maximum	COMMENTS
DETROIT	\$6500 - \$10,000	\$7500 - \$11,000	Asked, not settled
VAN DYKE	\$5800 - \$9400	\$6300 - \$10,220	Approved
FITZGERALD	\$5750 - \$9720	\$6192 - \$10,220	Approved
HIGHLAND PARK	\$5700* - \$8900*	\$6300* - \$10,000*	Approved as minimum--see below.
BIRMINGHAM	\$5700 - ?	? - \$11,000	Rejected by B E A
TAYLOR TOWNSHIP	\$5650 - \$9150	\$6100 - \$10,100	Approved
ROYAL OAK	\$5550 - \$8775	\$5900 - \$9687	Approved by Board
LAMPHERE	\$5500 - \$8959	\$5885 - \$9586	Approved
MADISON HEIGHTS	\$5500 - \$8750	\$5900 - \$9500	Approved

*Minimum figure; can increase if state aid materializes as predicted.