



Royal Oak 7

8/22/71

1970-71

Master Agreement

Royal Oak Board of Education

Royal Oak Board of Education

and the

Royal Oak Education Association

School Year 1970 - 1971

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

School District of the City of Royal Oak, Michigan

70-8/22/71

MEA
1216 Wendale
E. Lansing, MI
48823

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AGREEMENT

This Agreement is made and entered into this _____ day of _____, 1970, 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 the ROYAL OAK EDUCATION ASSOCIATION (hereinafter called the "Association").

WITNESSTH

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 1. Members of Bargaining Unit Who Are Party to This Agreement.

(a) 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 certificated teachers and for all teachers who hold vocational education permits under contract to the Board, as well as physio-therapists and social workers; supervisory and administrative personnel who are excluded from representation are the Superintendent, Assistant Superintendent, Business Managers, Principals, Associate Principals, Assistant Principals, Directors, Managers, Administrative Assistants; also excluded are full-time Curriculum Specialists and Diagnosticians. Substitute teachers who are employed on a day-to-day basis shall be excluded from the bargaining unit until they have been employed for a period of forty (40) consecutive school days in the same assignment.

(b) Teaching personnel 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; this Agreement shall have full force and effect upon the Board and upon said personnel with the exception of those hours and terms and conditions of employment which are subsequently to be bargained and shall be set forth in the Memorandum of Agreement between the Board and the Association which is included as Appendix "A" of this Agreement.

(c) Heads of departments at the secondary schools of the School District shall also be 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; heads of departments shall be assigned to teaching duties for not less than one half of their teaching day; for purposes of computing the teaching time of department heads, lesson planning time shall be considered to be part of teaching duties.

Section 2. 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 Superintendent, Business Managers, Principals, Associate Principals, Assistant Principals, Directors, Managers, and Administrative Assistants.

Section 3. 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 1; references to male teachers shall include female teachers.

ARTICLE I (continued)

Section 4. Exclusive Bargaining Rights.

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 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 5. 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.

Section 6. Primacy Over Contrary Policies.

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

ARTICLE II

Rights and Responsibilities of the Education Association

Section 1. 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 2. Scope of Involvement.

(a) 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 of contract interpretation which affect the working conditions of teachers, both individually and as a group.

(b) The Association may have access to any pertinent information which forms a basis for any grievance by any or all teachers as well as to information concerning any action which results in the discipline, reprimand, demotion or reduction in compensation of any or all teachers. All pertinent information in the possession of the Association shall be shared with the Board.

Section 3. Building Use.

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 the 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 4. Communications in Schools.

The Association shall have the right to post notices of Association activities on a bulletin board designated 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 mail boxes for communications to teachers. The Board will provide the Association office with daily mail delivery service. It is understood that mail pickup and delivery will occur between 1:00 and 5:00 p.m. each school day. The Association

ARTICLE II (Continued)

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.

Section 5. Administrative-Association Communication.

(a) The Association may send one or two representatives to the Administrative Curriculum Council to hear the final report of any system-wide 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 R.O.E.A.

(b) All building representatives shall meet with a building administrator on a day determined by the parties involved, no less than one a month, after school hours.

(1) The representatives and the administrator will discuss any problems concerning the contract.

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

(3) If either the administrator or the building representatives are not carrying out and enforcing the terms of the contract, both sides should discuss how to resolve the alleged non-feasance. If it cannot be resolved, the problem should be referred to the Contract Interpretation Committee.

Section 6. Association Business Days.

(a) An aggregate of one hundred twenty (120) 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 in pay as a result thereof.

(b) In the event that the Association makes use of the entire sum of one hundred twenty (120) leave days before the end of the school year, the Association shall have the right to use additional days for Association business upon application as set forth in subsection (a) above; the Association shall reimburse the Board for the cost of substitute teachers which are required in such events.

ARTICLE II (continued)

Section 7. Right 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. If any such authorized Association representative is not part of the staff of the building involved, he shall first notify the building office of his presence and business in that building.

Section 8. Membership in the Association.

(a) As a condition of employment, all teachers hired after December 4, 1970 have the choice of either (1) joining and paying professional dues of the Association or (2) 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 the teacher wishes to pay the membership dues he may elect to give a cash payment to the Association and not to sign the Assignment of Wages. 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.

(b) Teachers who are employed by the Board on or before December 4, 1970, or fifteen (15) days after ratification whichever date comes last, shall be given an opportunity to choose to be bound by the terms of this subsection (b). Said teachers shall sign and cause to be delivered to the Board before December 5, 1970, choice of one of the conditions set forth below:

- (1) Full membership in the Association and payment of dues by monthly payroll deduction.
- (2) Full membership in the Association and intention to pay dues in cash no later than December 18, 1970.
- (3) Representation by the Association and payment of representation fee by monthly payroll deduction.
- (4) Opposition to joining the Association or paying a representation fee and a statement to that effect.

All teachers who fail to deliver said notice of choice to the Board before December 5, 1970, shall be deemed subject to condition (3) above. If a teacher fails to sign by December 18, 1970 an Assignment of Wages form for representation fee or dues payment, or a statement of opposition, said failure shall be considered by both parties as just and reasonable cause for dismissal.

ARTICLE II (continued)

(c) The procedure in all cases of discharge for violation of this Article shall be as follows:

(1) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance 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.

(2) 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 non-compliance and proof of service shall be attached to said charges.

(3) 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 Tenure of Teachers 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.

(d) 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.

(e) 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.

ARTICLE III

Board of Education Rights and Responsibilities

Section 1. Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the Royal Oak School District, and to direct its employees. The Association recognizes 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:

- (a) to the executive management and administrative control of the School System and its properties and facilities, and the school activities of its employees during the employee working hours;
- (b) to hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- (c) to establish levels and courses of instruction 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;
- (d) 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;
- (e) 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.

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 IV

Rights and Responsibilities of Teachers

Section 1. General Provision.

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

Section 2. Physical Facilities and Equipment.

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

(b) Regular school telephone facilities shall be made available to teachers for professional and personal emergency use only. All telephone calls to points outside of the school building's telephone zone, as well as all other toll calls, shall be made at the teacher's expense except such professional long-distance calls as may be approved and recorded by the school office.

(c) 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.

(d) Teachers shall be responsible for bringing unsafe and unclean conditions to the attention of the building principal or his designee.

Section 3. Tuition Reimbursement.

The Board may request that a teacher enroll in a special course or courses where especial benefit will accrue to the School District. In such instances the Board will bear the cost of tuition, materials, fees and other necessary expenses directly connected with such participation.

Section 4. Release of Teachers for Conferences, Classroom Visits, Emergencies.

(a) Teacher requests to attend conferences shall be submitted to the Conference Committee, whose membership shall include a representative of the Association. The Committee shall make its recommendations to the Superintendent or his designee.

(b) 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.

(c) 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.

ARTICLE IV (continued)

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

Section 5. Student Discipline.

A teacher may exclude a pupil from class in accordance with building procedures, when the severity of the pupil's misconduct or its disruptive effect makes the continued presence of the pupil in the classroom intolerable. The teacher shall immediately furnish in writing to the principal full particulars of such misconduct. The principal, prior to the return of the pupil to the class from which he was excluded, shall notify the teacher of the disposition of the referral.

Section 6. Use of Physical Force by Teachers.

(a) The laws of the State of Michigan which contain provisions for the use of physical force by teachers on the person of pupils are reproduced below:

Section 755. Any teacher or superintendent may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him.

Section 756. Any teacher or superintendent may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupil in attendance at any school.

Section 757. No teacher or superintendent shall be liable to any pupil, his parent or guardian in any civil action for the use of physical force on the person of any pupil for the purposes prescribed in Sections 755 and 756 of this Act, as amended, except in case of gross abuse and disregard for the health and safety of the pupil.

(b) The principal or assistant principal shall communicate with the parent or guardian or each pupil upon whom physical force was used within three (3) school days after acquiring knowledge of such occurrence, explaining the circumstances of what has occurred. The principal or assistant principal shall report to the teacher who has used physical force in said occurrence any information which the principal or assistant principal deems appropriate to acquaint the teacher of the disposition of the occurrence.

(c) Use of Force with Prior Consultation. Physical force may be used by teachers, consistent with provisions of the School Code, to aid in maintaining proper discipline as an essential element in the educational process only after careful assessment by the teacher and consultation with the principal or assistant principal, with due consideration for the pupil's age, physical condition, welfare and family situation. Administration of physical force by the teacher after consultation and consideration shall occur only in the presence of the principal or assistant principal and in the absence of other pupils.

ARTICLE IV (continued)

(d) Use of Force When Prior Consultation is Impossible.

Physical force may be used by teachers, consistent with provisions of the School Code, to prevent violent or harmful action or injury to persons or property; or to forcibly remove a pupil, where necessary, from a classroom or elsewhere on school premises. The physical force which is applied shall only be such as is reasonable under the circumstances with due regard for the health and safety of the pupil. Where physical force is used on a pupil other than in those cases which result after consultation with the principal or assistant principal, a report of the use of such physical force including the circumstances causing the need for such use of physical force, the time and place of the occurrence and the names of the parties who were present at the time, where available, shall be communicated in writing by the teacher to the principal or assistant principal not later than the next regular school day after the occurrence. The teacher shall retain a copy of said report; the principal shall indicate in writing to the teacher that he has received said report.

Section 7. Legal Protection of Teachers.

(a) The Board shall continue to provide teachers with public liability insurance which protects them against damages from civil liability arising as a result of enforcement of the policies set forth in Section 6. In the event that teachers require legal counsel with respect to their rights and responsibilities incident to the use of physical force, said counsel shall be provided in cases of civil liability by the Board or its insurance carrier. Provision 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 4 (b) (4).

(b) Any case of assault upon a teacher while he is in the course of his employment shall be promptly reported to the Board or its designee, who shall consult with the teacher regarding his rights and obligations with respect to such assault.

(c) A teacher shall be entitled to have present a representative of the Association when he is being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance, provided a report of such action is included in the teacher's personnel file. When a request for such representation is made in such cases, no action shall be taken with respect to the teacher until such representative of the Association is given a reasonable opportunity to be present.

ARTICLE V

Civil Rights

Section 1. Commitment of Parties.

(a) 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, or marital status in executing all the 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, or marital status.

Section 2. Implementation.

(a) 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.

(b) It shall be the continuing responsibility of the Joint Committee and subcommittees to develop programs which will encourage:

- Open communications for the improvement of human relations in the District.
- Staff and student exchange days for cultural and enrichment purposes.
- Adoption of learning and curriculum materials which advance the aims of human relations.

ARTICLE VI

Department Heads and Department Chairmen

Section 1. Senior High School Departments.

To be considered as a department, there must be the equivalent of three full-time faculty members assigned to the subject area. (Full-time being defined as more than one-half of an individual teacher's assignment in a specific building and department; and if time is equal, the principal will decide the allocation.)

Section 2. Senior High School Department Heads.

(a) Each high school Department Head shall have three (3) or more hours 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 to twelve teachers -- one hour

Thirteen to twenty-one teachers -- two hours

Twenty-two and over -- three hours.

(b) The person designated as Department Head will not be counted as being in the department when considering the released hours or additional pay.

(c) 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.

Section 3. Junior High School Department Chairmen.

Each junior high school Department Chairman of unified studies, mathematics and science is allowed a minimum of five (5) half days of released time during the school year to carry out departmental functions. The selection of these half days and any additional time shall be cooperatively determined with the principal and the Department Chairman.

Section 4. Letter of Understanding.

A Letter of Understanding between the Board and the Association with reference to the responsibilities of department heads and department chairmen is reproduced for the information of the parties as Appendix "B" of this Agreement.

ARTICLE VII

Teaching Hours and Teaching Conditions; School Calendar

Section 1. School Hours.

Regular school hours shall be as follows:

| | |
|--------------------|-------------|
| Elementary School | 8:30 - 3:15 |
| Junior High School | 8:35 - 3:05 |
| Senior High School | 8:20 - 3:10 |

In the event special enrollment and/or scheduling problems arise, these hours may be modified in whole or in part by the Board. The Board will notify the Association of such modification should a modification occur.

Section 2. Teacher's Duty Beyond School Hours.

(a) Teachers shall be involved daily in activities of a clearly professional nature related to the school no less than 15 minutes before the teacher's first assignment (and 15 minutes before the first assignment in the afternoon in elementary schools) and no less than 15 minutes after the last assignment at the end of the day. Specifically, 5 minutes before the senior high school teacher's first daily assignment and 10 minutes before all other level assignments, teachers shall be present at duty stations assigned and posted by the building 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 the close of the pupil's school day to attend to those matters which both teacher and principal feel properly require attention at that time, except that on Fridays or on days preceding a holiday or vacation, the teacher's day shall end 5 minutes after the close of the pupil's day.

(b) The Board and the Association recognize and agree that the teacher's responsibility to his students and his profession entails the performance of duties and expenditures of time beyond classroom hours. It is recognized that a teacher's duties are professional duties and therefore difficult to express in terms of a fixed number of hours per day or week. A teacher in fulfilling his professional obligations shall confer with parents upon reasonable notice. It is further expected that each teacher shall cooperate with the school in promoting good public relations with the parents and attend two specified meetings per year, if planned by the school, to meet parents during the evening.

(c) Formal reporting conferences that are held with parents during evening hours, as provided in the school calendar, are in addition to the evening meetings outlined in Section 2 (b) and are arranged with compensatory time off for the teacher during the day.

(d) Teacher participation in a moderate number of school-sponsored extracurricular activities is a responsibility which may rightfully be asked of teachers on a shared and equitable basis.

ARTICLE VII (continued)

Section 3. Teachers' Meetings.

(a) 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 schedule stated below. All teachers have a responsibility to attend such meetings and to extend every effort to contribute to the success of such meetings. Both the designees of the Board and the teachers share a responsibility to develop agendas of meetings which facilitate exchange of ideas between the administration and faculty and which consider matters which cannot be adequately treated through written communication; if no agenda items are presented for any particular meeting, the meeting will not be held. The parties shall prepare and distribute agendas in advance of meetings; reports of all business conducted at said meetings shall be made and distributed to those persons who are concerned with the business of such meetings.

(b) Meetings are scheduled in accordance with Section (a) as follows:

(1) First Tuesday - Building faculty meetings. (See Article VIII, Section 4.)

(2) Second Tuesday - City-wide 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 co-chairmen shall share the responsibility for determining an agenda. In the event that a conflict occurs for an individual teacher, the committee meetings take precedence over department meetings.

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

(4) Fourth Tuesday - Association meetings.

(5) 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.

(c) 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 city-wide committees.

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

Section 4. Work Day of Special Teachers.

Attendance teachers, learning resource personnel, counselors, social workers, department heads, librarians, vocational education coordinators, subject area

ARTICLE VII (continued)

specialist coordinators and special education teacher-counselors shall maintain a work day which shall be commensurate with that work day required of a classroom teacher as defined above. It is understood that the work load of such teachers may include parent contacts, special community meetings, evening meetings, and related activities.

Section 5. Lunch Hours.

All teachers shall have a lunch period as follows:

(a) 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. In no case shall this involve routine supervision of lunchroom or playground activities or answering the telephone.

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

Section 6. School Calendar.

Teachers are scheduled to be present in their respective assigned buildings for a total of one hundred eighty-five (185) days. Computation of salary for teachers' services is set forth in Article XVII.

(The calendar appears on the following page.)

NOTES: Teachers will be present for the entire days shown by numbers at the left. Dashes indicate holidays for teachers and students. Teachers, but not students, will be in attendance on dates shown in parentheses. Brackets indicate half days without students for inservice, records, or parent-teacher conferences.

WEEKDAYS, MONDAY THROUGH FRIDAY:

EXPLANATORY NOTES

SEPTEMBER 1970
 14 15 16 17 18
 21 22 23 24 25
 28 29 30

September 7 — Labor Day holiday.
 8 & 9 — Teacher days for school opening

OCTOBER 1970
 5 6 7 8 9
 12 13 14 15 16
 19 20 21 22 23
 26 27 28 29 30

NOVEMBER 1970
 2 3 4 5 6
 9 10 11 12 13
 16 17 18 19 20
 23 24 25 — —
 30

November 26 & 27 - Thanksgiving holiday

DECEMBER 1970
 7 8 9 [3] 11
 14 15 16 17 18
 (Winter Holiday)

December 3 — Half-day parent-teacher conference for kindergarten (morning)
 10 — Half-day parent-teacher conference for junior high schools

JANUARY 1971
 4 5 6 7 8
 11 12 13 [14] 15
 18 19 20 21 22
 25 26 [27] [28] (29)

January 14 — Inservice day, grades K-6
 27 & 28 — Half-day for examination records, senior high schools
 29 — Full teacher day for records, junior and senior high schools
 p.m.- Half-day parent-teacher conference,
 a.m.- half-day records, grades K-6

FEBRUARY 1971
 8 9 10 11 12
 15 [16] 17 [18] 19
 22 23 24 25 26

February 16 — Half-day inservice, grades K-6
 18 — Half-day inservice, junior high

MARCH 1971
 1 2 3 [4] 5
 8 9 10 11 12
 15 16 17 18 19
 22 23 24 25 26
 29 30 31

March 4 — Half-day parent-teacher conferences for kindergaretn (morning)

APRIL 1971
 5 6 7 8 —
 (Spring Holiday)
 19 20 21 22 23
 26 27 28 29 30

April 9 and 12-16 — Spring holiday

MAY 1971
 3 4 5 [6] 7
 10 11 12 13 14
 17 18 19 20 21
 24 25 26 27 28

May 6 — Half-day for parent-teacher conferences, grades K-6 and junior high schools
 31 — Memorial Day holiday

JUNE 1971
 7 8 9 10 11
 14 [15] [16] (17)(18)

June 15 & 16 — Half-day for exams, records in senior high schools
 17 & 18 — Teacher attendance for records and checkout

Teachers in attendance.....185 days
 Teachers under contract.....200 days

Students in attendance.....180 days
 State Aid payable.....180 days

ARTICLE VIII

Committees

Section 1. General Provisions.

(a) Those standing committees which shall be formed by the Board and the Association are named as follows:

(1) The Joint R.O.E.A. - Board Committee (hereinafter referred to as the Joint Committee).

(2) The Contract Interpretation Subcommittee.

(3) The Professional Relations Subcommittee (formerly called the Tenure Consulting Board).

(4) The Curriculum Advisory Subcommittee.

(b) The standing subcommittees shall report problems and progress, as necessary, to the Joint Committee.

(c) In addition, in each school building there will be a Professional Relations and a Building Faculty Committee as set forth in Sections 4 and 6 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.

(d) 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.

(e) 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 2. Joint R.O.E.A. - Board Committee.

(a) The Joint Committee shall meet on the Fourth Wednesday of each month during the school year in an attempt to resolve matters of instructional and administrative concern. The committee shall be comprised of two (2) representatives from the Board and two (2) representatives from the Association.

(b) 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.

(c) The parties shall exchange agendas no 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 forty-eight (48) hours before the scheduled meeting is to take place. If neither party proposes an agenda in accordance with the stated limitations,

ARTICLE VIII (continued)

the scheduled meeting shall automatically be cancelled.

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

(e) A copy of all resolutions passed by the committee shall be sent to the Secretary of the Board of Education for information purposes.

Section 3. Contract Interpretation Subcommittee.

(a) The Contract Interpretation Subcommittee shall consist of at least one (1) but not more than three (3) representatives from each of the parties to this Agreement.

(b) The function of this subcommittee shall be to resolve conflicts in interpretation of this Agreement. In addition, this subcommittee shall receive inquiries from both Building Faculty Committees and the Association Executive Board relative to the interpretation of this Agreement.

(c) This subcommittee shall meet monthly during the school year, or more frequently if mutually agreeable, at times after regular school hours.

(d) Agendas for subcommittee meetings shall be established as set forth in Section 2(c) above. In the event of disagreement between the parties who are represented on this subcommittee, questions may be referred to the Joint Committee, or in the alternative, a formal grievance may be initiated.

Section 4. Building Faculty Committees.

(a) 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.

(b) The Building Faculty Committee shall perform the following functions: (1) Share the responsibility with the principal in preparing agendas for general faculty meetings; (2) advise the principal of the practical effects of administrative policies and procedures; (3) advise the principal in coordinating the efforts of appropriate building ad hoc committees; (4) direct questions, if necessary, to the Contract Interpretation Committee.

Section 5. Professional Relations Subcommittee.

(a) The Professional Relations Subcommittee shall consist of three (3) teacher representatives who are elected for three-year terms from the teaching staff at large; each teacher representative shall hold the office of chairman for a one-year term. In addition, there shall be three (3) representatives designated by the Board.

ARTICLE VIII (continued)

(b) The functions of the Professional Relations Subcommittee shall be as follows:

- (1) to prepare the calendar and agendas of meetings of the chairmen of the Building Professional Relations Committees, and to convene said chairmen from time to time as necessary;
- (2) to discuss procedural problems in professional evaluation with the Superintendent or his designee and make recommendations for their solution;
- (3) to advise in the assignment of probationary teachers to Building Professional Relations Committees when usual assignment procedures are not operable and to provide for alterations in conference calendars of probationary teachers when unforeseen circumstances require such alterations; and
- (4) to discuss with the Superintendent or his designee any unusual problem or matter relating to the professional staff.

(c) Meetings of the Professional Relations Subcommittee shall be held at 3:45 p.m. at the Service Center on the last Monday of each calendar month during the school year.

(d) All changes in the procedures of the Professional Relations Subcommittee and related building committees shall be recommended by the Professional Relations Subcommittee to the Joint Committee for consideration. The Professional Relations Subcommittee may appoint an ad hoc committee to study procedural changes.

(e) Preliminary revision of the Handbook of Procedures (formerly called the Handbook of Tenure Policy) to make it compatible with this Agreement shall be carried out by the Professional Relations Subcommittee.

Section 6. Local School Professional Relations Committees.

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

(b) The Building Professional Relations Committees shall have as their function the following:

- (1) to consult with probationers with respect to professional growth, adjustment to building procedures, and relations with fellow teachers;
- (2) to develop a recommendation to the Superintendent of Schools based upon its perception of how each probationer has adapted to building procedures and in his relations with colleagues;
- (3) to advise the principal on the selection of coaches for probationary teachers, if the availability of the committee permits;

ARTICLE VIII (continued)

(4) 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; and

(5) to receive and consult upon complaints of a professional nature about tenure teachers from their colleagues within the school.

(c) In addition to the above functions, the Building Professional Relations Committee shall be notified by the Superintendent or his designee in the event that the individual tenure evaluation made by the building principal and by the Building Professional Relations Committee disagree in their recommendations; the Superintendent may meet with the Building Professional Relations Committee in an effort either to resolve such disagreement or to gather further information from the committee relative to the disagreement.

(d) The Building Professional Relations Committee shall meet no less than the following times:

(1) the first week in September;

(2) during November and no later than December 12;

(3) during the month of February and as individual conferences with probationers require.

The above schedule is for the purposes as outlined in the article entitled "Procedures for Administrative Evaluation," Section 3 (d).

(e) A report on each probationer shall be submitted to the Superintendent of Schools and to the probationer ninety (90) days prior to the end of the probationary period.

Section 7. Curriculum Advisory Subcommittee.

(a) The Curriculum Advisory Subcommittee shall consist of the Assistant Superintendent, Instruction and two (2) Board representatives as well as three (3) representatives of the Association who have been appointed by the Association Executive Board.

(b) The Curriculum Advisory Subcommittee has the following functions:

(1) Evaluate the functions of standing and ad hoc committees and departments;

(2) Recommend new committees when necessary to meet the curriculum needs of the District;

(3) Propose new ideas for curriculum when recommended through study;

(4) Nominate candidates for subcommittee assignments;

ARTICLE VIII (continued)

(5) Receive and review information from departments and committees during the year;

(6) Direct the teaching improvement standing committee toward teacher self-evaluation;

(7) Publish and post a list of the standing and ad hoc committees and departments, their membership and meeting times at least once per year.

(c) This Subcommittee shall meet no less than three (3) times a year after regular school hours, or as often as the agenda requires.

(d) The Curriculum Advisory Subcommittee shall report to the Joint Committee whenever such action is deemed necessary.

ARTICLE IX

Qualifications, Assignments, and Transfers of Teachers

Section 1. Qualifications of Teachers.

(a) All teachers shall be employed on regular contractual teaching assignments who hold Michigan Provisional, Permanent, Vocational or Life Certificates. In addition, the Board will apply for 90-day permits in accordance with State provisions to cover Royal Oak staffing emergencies or until a teacher who appears to be eligible for a certificate obtains one during the current school year.

(b) All teachers shall present to the Board a negative tuberculin skin test or chest x-ray upon initial hiring and every year thereafter, as a condition of employment in the School District. Failure to present a negative tuberculin test shall be considered cause for discharge.

(c) Every teacher must present a certificate of health upon initial hiring and once every five years thereafter for continued employment. This certificate must be a statement from the teacher's physician indicating that the individual's health enables him to carry out his assigned duties.

Section 2. Assignment of Teachers; General Provisions.

(a) Each contract teacher, except teachers who serve more than one school building, is reassigned to the same school building location for the next school year unless notified of a new location by June 15. A teacher assigned to a new location may resign rather than accept such an assignment providing he does so within thirty (30) calendar days of such notification.

(b) All teachers who must assume additional responsibilities by decision of the Board or its designees, including but not limited to teaching an additional class hour or teaching a single class hour in place of an absent teacher, shall receive remuneration as set forth in Article XVII of this Agreement.

Section 3. Assignments to Supplementary Salary Contract Positions; General Provisions.

(a) Teachers desiring assignments who are compensated through supplemental salary contracts shall make application to the Assistant Superintendent or his designee. Employment of teachers in summer school shall not be deemed by the teachers to be continuous from year to year. Faculty selections for summer school programs shall be from qualified members of the teaching staff. Hiring from outside the Royal Oak staff may be done if there are no qualified Royal Oak applicants. Applications will be solicited from all teachers at least one month before the beginning of the program.

(b) 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

ARTICLE IX (continued)

year unless given written notification of change by the last day of the school year teachers are on duty. Any change made shall be discussed with the teacher concerned and reasons given for the change.

(c) Only teachers regularly employed in the School District shall be eligible for supplementary contracts. In the event that the Board determines that the qualifications of teachers competing for the same supplementary contract position are equal, preference shall be given to those teachers with the longest period of prior service in the District.

Section 4. Length of Service.

(a) Length of service as defined for this contract applies to tenure teachers only. Length of service shall be determined by the following procedures:

(1) Years of service will be computed by subtracting the last date of hire (February 1 or September 1) from the current date.

(2) Time counted toward length of service:

- A. Sabbatical leave
- B. Approved study leaves (up to 1 year)
- C. Military leaves (up to 4 years)
- D. Layoff
- E. Personal leaves for reasons of illness

(3) Time not counted towards length of service:

- A. Personal leave (other than above)
- B. Maternity leaves
- C. Time between resignation and rehire.

(b) Periods of creditable service if less than one (1) year shall be computed to the nearest whole semester, and the seniority date will be adjusted accordingly.

(c) Preference in case of ties and length of service shall be broken by a method based upon a lottery in accordance with the Michigan State Election Laws whereby all parties affected shall be given the opportunity to draw slips of paper from a box. There shall be one slip for each party of equal length of service and these slips shall be numbered in sequence beginning with the number '1,' with the number '1' representing the highest priority and each higher number being of a lower priority. This lottery shall be

ARTICLE IX (continued)

witnessed by all parties involved and conducted by the Personnel Office.

(d) The Board and the Association shall cooperate to gather and assemble information from teachers which is necessary for the development of a seniority list of teachers in the School District.

Section 5. Assignment of Teachers to Summer School.

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

(b) 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:

- (1) Teachers who hold tenure on February 1 of the calendar year in which application is made.
- (2) 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.
- (3) Teachers who have demonstrated their competence with the types of students taking summer school courses as evidenced by principal's evaluation.
- (4) Principal's general evaluation of the teacher.
- (5) Teachers who have not taught in the School District summer school programs within the past three (3) summers, followed by the past two (2) summers, then followed by one (1) summer.

Section 6. Assignment of Teachers to Athletic Coaching Positions.

(a) Teachers who are assigned to athletic coaching positions shall be full-time employees of the School District who are certified for teaching at the grade level or levels of the sport to which they are assigned.

(b) Considerations in the selection of athletic coaches shall include but not be limited to the following:

- (1) Previous participation in sports at the high school or college level, as well as knowledge of first aid or willingness to acquire said knowledge, or a major or minor field of study in physical education.
 - (2) Applicants who hold tenure in the School District, followed by applicants who are following the procedure to achieve tenure.
 - (3) Knowledge of the unique physical, psychologically and maturity problems of children at the junior high school level.
- (c) Assistant coaches shall be appointed with the advice of

ARTICLE IX (continued)

varsity head coaches in their respective sports.

Section 7. Retirement of Teachers.

All regularly employed teachers of the School District shall be retired by the Board, or said teachers may retire upon written application, at the end of the school fiscal year in which said teachers attain the age of 65 years.

Section 8. Transfers of Teachers.

(a) After each Board meeting a list of teacher resignations, leaves of absence, and retirements shall be posted in each building. Such postings shall include the current assignment and building location of each teacher who is leaving the district. All requests for transfers which are received by the Board fifteen (15) days or less prior to the occurrence of a posted vacancy shall be considered in filling such vacancy. Any newly created positions shall be publicized by written notice to the Association and shall be posted in all buildings at least fifteen (15) days prior to the posting in universities or other professional employment agencies. Notices of vacancies which occur during summer recesses shall be posted on a bulletin board in the Administrative Offices, and a copy shall be sent to the Association and to other qualified personnel who have indicated in writing a desire to receive said notices.

(b) A teacher shall have the right to apply for a transfer to a position for which he is qualified according to State certification requirements. Such requests shall be renewed once each year after February 1 to assure active consideration by the Board. Such requests shall be made in writing.

(c) Transfer of a probationary teacher does not constitute a change in probationary status.

(d) Transfer requests shall be sent directly to the Assistant Superintendent for Personnel, and a copy of said requests shall be sent to the Association.

(e) All vacancies shall be filled by qualified personnel currently employed by the School District or on layoff as set forth in Section 9 before persons from outside the School District shall be hired.

Section 9. Reduction in Staff.

In the event the Board acts to curtail program and/or reduce staff for reasons such as financial hardships, enrollment shifts, or legislative enactment, the resulting layoffs shall be accomplished as follows:

(a) Probationary teachers shall be laid off first except where no tenure teacher is qualified to fill the position. To be qualified under this Section a tenure teacher must:

(1) be properly certified by the State of Michigan;

ARTICLE IX (continued)

(2) where applicable, meet North Central Association criteria;

(3) if assigned to the seventh or eighth grade, teach in his major or minor field of specialization.

(b) If the situation is such that tenure teachers must be laid off, it shall be accomplished by laying off those teachers of the subject matter or departments affected.

(c) Layoff in these areas would be made by first laying off those teachers in order of the certificate held:

(1) Permit;

(2) Provisional;

(3) Permanent; or

(4) Life.

(d) If it is necessary to layoff tenure teachers holding permanent or life certificates, such layoffs shall be made within the subject matter or department by first laying off those teachers with the least length of service.

Recall of laid-off teachers shall precede new hires. Recall sequence shall be based on a reversal of layoffs. Teachers who are recalled shall be given ten (10) days from the receipt of notice of recall to report for reemployment. Failure to report within the specified time shall constitute resignation by the teacher.

ARTICLE X

Unpaid Leaves of Absence

Section 1. Uses of Unpaid Leaves.

(a) 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:

- (1) Engaging in study at an accredited college or university provided such study is reasonably related to his professional responsibilities.
- (2) Participating in exchange teaching programs of the United States Department of State provided said teacher states his intention to return to the school system.
- (3) Participating in military teaching programs provided said teacher states his intention to return to the school system.
- (4) Joining the Peace Corps or Teacher Corps as a full-time participant in such programs.
- (5) Engaging in a program of cultural travel or a work program related to his professional responsibilities.

(b) While on a 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.

(c) At the expiration of a leave of absence, return placement will be made to the position open which the qualifications of the teacher fulfill.

(d) Upon return from any such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.

Section 2. Extensions.

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.

Section 3. Health Leaves.

Health leaves, when recommended by a physician shall be granted up to a maximum of one (1) year. At the end of such leave, the teacher must either return or resign unless a special extension is recommended by the Superintendent. Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the teacher to return to his duties. When the teacher's health permits his return the Superintendent shall give him an assignment at the beginning of the following school year.

Section 4. Maternity Leave.

(a) A maternity leave of up to one (1) year shall be granted to a teacher who has obtained tenure status in the District upon written request. The leave shall commence not later than the fifth (5th) month of pregnancy. Return from such leave shall be no earlier than six (6) weeks after the termination of the pregnancy. Exceptions to the above-mentioned policy may be made upon recommendation of the Assistant Superintendent together with a written statement from a physician approving such an exception and shall be subject to the approval of the Superintendent. A female teacher adopting a child may receive a similar leave which shall commence upon the entry of an order by the Probate Court awarding custody to the adopting parent.

(b) Absences due to pregnancy shall be governed by the provisions of this section and the sick leave policy shall not be applicable except as provided below:

(1) Sick leave may be used for absences of three (3) consecutive days or less which are due to pregnancy.

(2) In the case of a miscarriage, during the first five (5) months of a pregnancy, sick leave shall be available in accordance with the School District sick leave policy.

Section 5. Association Service.

A leave of absence of up to one (1) year shall be granted to any teacher upon application for the purpose of serving as an officer of the Association. A teacher returning from leave provided in this paragraph shall be placed at the position on the salary schedule commensurate with his prior teaching experience.

Section 6. Military Service.

(a) Any teacher covered by the salary schedule in Appendix "F" who enters into active duty in the Armed Forces of the United States because:

(1) he is drafted; or

(2) he is about to be drafted and enlists in order to become placed in a preferred branch of the military service; or

(3) he enlists or is recalled in time of national emergency,

shall be entitled to be reinstated in the position he is vacating, or one of like status and shall receive full credit including the annual increment under the salary schedule for the time spent while in said military service, provided the teacher serves only one (1) draft term, the minimum enlistment term, or until the state of emergency is ended, and provided also that:

(1) the position vacated is other than temporary;

(2) he is honorably discharged from the armed services;

ARTICLE X (continued)

(3) he applies for re-employment within ninety (90) days after discharge or release from active duty or from hospitalization continuing after discharge or release from active duty for a period of one (1) year;

(4) he is still qualified to perform the duties of his position.

(b) All provisions of this policy shall be in accordance with state and federal laws governing military leave of absence. If a teacher's husband (or wife) is called into military service and family residence is established at the station of assignment, the teacher shall be eligible for a leave of absence under this section, except that a spouse will not receive salary credit or annual increment while on such leave.

Section 7. Other Uses.

An unpaid leave of absence for purposes other than those enumerated in Section 1 of this Article may be granted for a period not to exceed one (1) year upon the recommendation of the Superintendent with the approval of the Board.

ARTICLE XI

Paid Leaves of Absence

Section 1. Paid Leave Allowance and Uses.

(a) Teachers shall be allowed eleven (11) days of absence each year without loss of salary for the purposes set forth in subsection (b) below. At the end of each school year any unused portion of these days shall be accumulated to a total of one hundred and thirty-two (132) school days, including the current year's credit, for use during subsequent years for the purposes set forth below. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth his total paid leave credit.

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

- (1) personal illness, injury or quarantine;
- (2) serious illness or accident in the immediate family (mother, father, wife, husband, child, fathers and mothers-in-law); or dependents residing in the same household;
- (3) 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 days for the metropolitan area, and five days in cases where considerable travel is involved;
- (4) other reasons approved by the Superintendent's office.

(c) 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 5 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.

Section 2. Personal Emergency Leave Allowance and Uses.

(a) Teachers shall be allowed two (2) 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:

- (1) to extend a school holiday;
- (2) for vacation, recreational pursuits, or social functions;
- (3) for education conferences as covered under the District Conference Committee's purview;

ARTICLE XI (continued)

- (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.

(b) 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.

(c) A copy of the standard form, Request for Absence under Personal Emergency Policy, is reproduced as Appendix "C" of this Agreement.

Section 3. 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. Request should be made to the building principal at least two days in advance.

Section 4. Teacher Absences: Not Charged Against Leave Allowances; Workman's Compensation.

(a) A teacher who is absent due to injury compensable under Michigan Workman's Compensation, may elect to subsidize his Workman's Compensation check in the following manner. The teacher may endorse his Workman'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 paid leave days (financial worth) which makes up the difference between his weekly Workman's Compensation payment and weekly contractual salary payment. The policy shall continue until such time that the accumulated paid leave expires or the long term disability policy picks up, whichever occurs first.

(b) A teacher may be absent without loss of compensation or charge against his leave allowances for the following reasons:

- (1) Mandatory service on a jury, or appearance in court as a witness or under subpoena.
- (2) Visitations, conferences, or conventions approved by the Board of Education.
- (3) Selective Service physical examination.

(4) With the approval of the Superintendent or his designee, in connection with any incident of assault or suit because of disciplinary action taken by the teacher.

Section 5. Payment upon Termination of Employment.

(a) Teachers with ten (10) or more years of service in the School District shall be granted upon termination of their employment an added salary payment equal to the salary rate for the current year as applied to half of the unused accumulated paid leave days, but not to exceed fifty (50) days, provided, however, that they:

(1) Retire and participate in the provisions of the Michigan Public School Employees' Retirement Fund;

(2) Resign for reasons of health;

(3) Resign at the end of a school year.

(b) 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 payment for accumulated paid leave shall be pro-rated according to the number of years 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.

(c) The lives of all teachers under contract to the District are insured by life insurance as set forth in Article XVIII. Those teachers who were employed by the District prior to June 30, 1970 shall be entitled to a continuation of the Board's policy with reference to accumulated paid leave days which was in effect prior to the dates of this Agreement, as follows: The Board shall maintain a record of the paid leave days which were accumulated by those teachers who were employed on June 30, 1970. Teachers may accumulate days in excess of the number recorded on the above date; they may also draw from said number for purposes set forth in Section 1 of this article. In the event of a teacher's death while under contract to the District, payment may be made to said teacher's designated beneficiaries for all accumulated paid leave days up to the limit recorded as of June 30, 1970, minus any days which the teacher might have used from that number subsequent to June 30, 1970, in accordance with the teacher's designation as set forth in Article XVIII, Section 4.

Section 6. Sabbatical Leave.

(a) 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

ARTICLE XI (continued)

ARTICLE XI (continued)

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 Blue Cross/Blue Shield and life insurance coverage.

(b) 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 base salary and full Blue Cross/Blue Shield 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 Section 1 of this article.

ARTICLE XII

Procedures For Administrative Evaluation

Section 1. General Provisions for Evaluation.

(a) 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 (e) below. Administrators and Department Heads have many occasions to visit classrooms and confer with teachers for a variety of reasons. The provisions of this article are to provide procedures wherein formal recorded evaluation of teaching service is carried out.

(b) The evaluation of a teacher's service shall include all aspects of his 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 of 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 as illustrated in Appendix "D." Any partial evaluation of a teacher's service shall be followed within a twelve (12) month period by a full written evaluation by the supervisor and submitted to the teacher's personnel file as described above.

(c) Complimentary memoranda for a teacher's personnel file in which a supervisor acknowledges a teacher's outstanding or extraordinary service to the School District shall not be deemed to be within the scope of subsection (b) above and shall not require an accompanying observation and subsequent evaluation statement.

(d) All evaluations shall be made in writing and shall be based upon an observation of not less than one (1) 30-minute session or two (2) 20-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 his 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, 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.

(e) In all evaluations the evaluator shall be a building principal, associate principal, assistant principal, or certificated administrator. Department heads may assist in evaluation of teachers by observing the service of teachers in accordance with the terms of subsection (d) above and Section 3(a) below; department heads

ARTICLE XII (continued)

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.

(f) Whenever an evaluation statement which originates with a supervisor indicates deficiencies in the teacher's service 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 service, or in the alternative, shall include reasons why said recommendation cannot be made.

Section 2. Evaluation of Tenure Teachers.

(a) 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.

(b) The Board and the Association agree that it is desirable for the evaluator to notify the tenure teacher in advance of his intention to observe the teacher's classroom or work assignment. The evaluator will notify the teacher of two possible dates and times when the evaluation is anticipated and he 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 and in accordance with Evaluation Form which shall be in the possession of the evaluator prior to said visit; said statement shall include but not be limited to, the following:

- (1) extraordinary conditions existing in any class which may be observed;
- (2) need for any unique or extraordinary approach to content or handling of students; and
- (3) the teacher's expectations of the purpose of the day's class.

(c) In the event that the evaluator finds it impossible to be present for the observation at the times and dates described in subsection (b), the process shall begin again.

Section 3. Evaluation of Probationary Teachers, Hereinafter Called Probationers.

(a) Schedule of Evaluation. Probationers, excluding counselors and social workers, shall be observed in the performance of their work, such as classroom teaching or similar assignments, for at least four (4) 30-minute periods 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

ARTICLE XII (continued)

probationary year, but not during the first three (3) weeks of the school year nor during the last ninety (90) days of the second probationary year. The above-mentioned conferences shall be spaced thirty (30) or more calendar days apart. In extraordinary situations such as the probationer's extended illness, 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, certificated administrator, or by the department head, as described in Section 1(e).

(b) Teaching Coach. A teaching coach shall be assigned by the principal within the first three (3) days of the probationary year, with the advice, where available, of the Building Professional Relations Committee (formerly Tenure 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 in acclimating to the teaching profession and the school system. The teaching coach shall not evaluate 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.

(c) Probationer's Replies to Reports. The probationer may submit comments concerning his conference reports which shall be attached to all copies of said report and shall remain as a part of said report during the entire length of time that it remains as part of the teacher's personnel file.

(d) The Building Professional Relations Committee shall have as its responsibility consultation with probationers with respect to professional growth, adjustment to building procedures and relations with fellow teachers. In addition, this committee shall develop a recommendation to the Superintendent of Schools based upon its perception of how each probationer has adapted to building procedures and in his relationships with colleagues. The committee shall carry on conferences as follows: first week in September, meet with all probationers; during November but no later than December 12, have an individual conference with each probationer; in February, committee meets with all probationers and with individual probationers if the committee deems it advisable or the probationer so requests. A summary of each November conference and any subsequent individual conferences with each probationer shall be provided and copies given to the probationer and the principal. A report on each probationer shall be submitted to the Superintendent of Schools and to the probationer ninety (90) days prior to the end of the probationary period which shall include a summary of all findings about the respective probationer and shall bear the signatures of the committee. The committee may make recommendations based upon its specific areas of evaluation. Disagreements by members of the committee shall be expressed by minority reports and opinions duly signed. Released time for the Building Professional

ARTICLE XII (continued)

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 chairman.

(e) Statement to Conclude Each Year. No later than ninety (90) days prior to the end of each probationary year the written recommendations shall be furnished to the Superintendent covering each probationer. A copy shall be furnished to the teacher. If the recommendation contains any information not previously made known to and discussed with the probationer, the teacher shall have an opportunity to submit additional written comments to the Superintendent. Written notice of termination of a probationary contract shall advise the teacher of his right to a hearing before the Board of its representative upon the request of the teacher made within thirty (30) days of receipt of such notice. Such a hearing shall be held within thirty (30) days of the receipt of such request unless otherwise provided for by the parties.

ARTICLE XIII

Teacher Self-Evaluation

Section 1. General Provision.

The Board recognizes the value of developing a system of teacher self-evaluation and improvement. The Board agrees to acquire one (1) set of video-tape recording equipment to be used for the recording of classroom work; the Teacher Improvement Committee will direct the use of said equipment and study its value for the duration of this contract, concluding with a recommendation to the Board with reference to continuance and expansion of such a self-evaluation program.

ARTICLE XIV

Maintenance of Files on Teachers

Section 1. Definition and Scope.

(a) The term "file" as used herein shall mean the accumulated record of employment which is maintained by the Personnel Office and by the building administration. Hereinafter this file shall be called the teacher's personnel file. All other records of service by teachers shall be considered as informal and without effect upon the teacher's employment status.

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

- (1) annual tuberculosis report;
- (2) physician's statement of fitness for teaching duties made at the beginning of employment and every five years thereafter;
- (3) all teacher evaluation reports as described in Article XII;
- (4) copies of all contracts up to and including the continuing contract;
- (5) tenure recommendations;
- (6) record of teaching certificate; and
- (7) transcript of academic records.

(c) Materials which shall be identified as having been received but not shared in totality with teachers shall include:

- (1) communications from within the school system prior to July 1, 1966;
- (2) pre-employment credentials and communications; and
- (3) communications originating from persons who are not Royal Oak School District personnel, as set forth in Section 3 below.

(d) Any report of an observation of the service of a teacher other than as provided in Article XII shall be put in writing, shown to and discussed with the teacher 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.

(e) 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 3(a).

ARTICLE XIV (continued)

Section 2. Right to Inspection.

Each teacher shall have the right, upon request, to review the contents of his own personnel file, excluding confidential information described in Section 1(c). A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Section 3. Replies to Complaints.

(a) 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 that the Board has received such communication and shall be given an opportunity to read such communication; however, the name of the person who has written such communication may be withheld by the Board.

(b) Information from an anonymous source shall not be used by the Board as the basis for disciplinary action, unless corroborating information has been obtained from an identified source.

(c) 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.

ARTICLE XV

Grievance Procedure

Section 1. Purpose; Definitions; Limitations.

- (a) 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.
- (b) 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.
- (c) The term "grievance" shall mean a claim of an alleged violation, misinterpretation, or misapplication of this Agreement. Any such written policies of the Board which directly affect this Agreement shall also be subject to grievance.
- (d) 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 adviser and spokesman in all matters which concern the grievance. Any grievant may be present at any stage of the grievance procedure if he so desires. The Association may initiate a grievance in behalf of its own rights as set forth in Article II.
- (e) The term "day" in this Article shall mean school days.
- (f) Any dismissal, discharge, discipline, demotion, or reduction in rank or compensation for which a remedy is provided under the 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.
- (g) 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 2. General Provisions.

- (a) All grievances shall be filed and processed on forms developed by the Board and the Association, as provided in Appendix "E" of this Agreement.
- (b) The time limits indicated at each level of the procedure as set forth in Section 3 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.
- (c) Teachers shall not be absent from their assigned duties during

ARTICLE XV (continued)

the regular school day to discuss and process grievances. Teachers' planning time shall be an exception to this section.

(d) If the grievance involves more than one school building, said grievance may be filed directly with the Superintendent or his designee in accordance with the procedure set forth in Section 3.

(e) 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 3. Steps of Grievance Procedure.

(a) 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.

(b) 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 his 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 Chairman of the Association Grievance Committee.

(c) 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 office within seven (7) days of receipt of the principal's written disposition. The Superintendent or his 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. He shall indicate his disposition thereof in writing within seven (7) days of such meeting, and he shall furnish a written copy of the disposition to the Association.

(d) Step Three. If the grievance is not resolved at Step Two, the grievance may be submitted to the Board within five (5) days of the receipt of the written disposition at Step Two by delivering the written grievance form, together with copies of all materials previously filed, to the Board of Education offices, for the attention of the Secretary of the Board of Education. The Board will appoint an Ad Hoc Committee to consider the grievance. The Ad Hoc Committee shall hold a hearing, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty (20) days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be furnished to the Association. In the event that more than one (1) grievance is presented before the Board for disposition, the period for making disposition of such additional grievance shall be extended five (5) additional days for each additional grievance.

ARTICLE XV (continued)

(e) Step Four. If the grievance is not resolved at Step Three, the grievance, at the option of the Association, may be submitted to arbitration. The Association shall give the Secretary of the Board written notice of its intention to arbitrate within five (5) days of receipt of the written disposition of the Board. If within five (5) days of 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 advisory upon the Association and the Board.

Section 4. Provisions of Arbitration.

(a) 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.

(b) 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 5. Disposition in Event of Default.

(a) Failure of the Association to proceed with any grievance within the time limits set forth in Section 3 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.

(b) Failure of the Board or its representatives to render a decision within the time limits set forth in Section 3 shall entitle the grievant to an award by default.

(c) Any dispute as to the remedy to which the grievant is entitled by reason of such default shall be resolved by an arbitrator selected in accordance with the provision of Section 3, Step Four, of this article.

Royal Oak
1970-71

ARTICLE XVI

Teacher Class Load and Class Size

Section 1. 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 which is not scheduled as direct pupil contact. Travel time for itinerant teachers shall not be considered as part of their planning time.

Section 2. Elementary Teacher Load.

(a) All full-time kindergarten teachers shall receive a planning time of thirty (30) minutes each day, alternating between their morning and afternoon classes. All half-time kindergarten teachers shall receive a planning time of fifteen (15) minutes each day.

(b) All first-through-third-grade teachers shall have one hundred fifty (150) minutes of planning time per week. The first-through-third-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.

(c) All fourth-through-sixth-grade teachers shall have one hundred fifty (150) minutes of planning time per week. The fourth-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.

(d) All art, music and physical education teachers in the elementary schools shall have at least 200 minutes of planning time per week.

Section 3. Junior High Teacher Load.

All junior high teachers shall have five class assignments, one planning period, and one "J" period. For purposes of this Agreement, the "J" period shall be a class hour that is not scheduled as a class assignment and the function of the "J" period shall be worked out cooperatively between the building principal and the teacher involved.

Section 4. Senior High Teacher Load.

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

Section 5. Class Size Limit Recommendations.

(a) The senior high school class size limitation recommendation shall be thirty (30) students in all classes in English, foreign

ARTICLE XVI (continued)

language, social studies, business, and mathematics, except for those classes listed below:

| | | | | | |
|----------------------|----|------------------------|----|-------------------------|----|
| English 1S | 25 | General Mathematics | 25 | Orchestra 1 | 60 |
| ESSM Block 1 | 25 | Office Machines | 24 | General Homemaking | 24 |
| English 2S | 25 | Model Office | 24 | Clothing | 24 |
| ESSM Block 2 | 25 | Shorthand 2 | 28 | Foods | 24 |
| Advanced Composition | 21 | Metal Shop (Dondero) | 22 | General Metals(Kimball) | 25 |
| Basic Mathematics | 25 | Machine Shop (Kimball) | 24 | Graphic Arts | 18 |
| Biology | 29 | Advance Machine Shop | 20 | Advanced Graphic Arts | 18 |
| Chemistry | 29 | All Drawing Classes | 29 | Woodshop,Adv.Woodshop | 24 |
| Physics | 29 | Advanced Art Sel. | 28 | Metal Crafts | 24 |
| General Science | 29 | Music Theory | 30 | Auto Shop | 20 |
| Senior Science | 29 | | | Physical Education | 40 |

(b) The junior high school class size limitation recommendations shall be as follows:

| | | | |
|------------------|----|----------------------------------|----|
| Unified Studies | 30 | Vocal Music | 30 |
| Science | 30 | Physical Education | 40 |
| Mathematics | 30 | Health | 30 |
| Foreign Language | 30 | Expanded Exploratory | |
| Industrial Arts | 24 | (where lab stations necessary) | 20 |
| Home Economics | 24 | Expanded Exploratory | |
| Art | 30 | (where lab stations unnecessary) | 30 |

(c) The elementary class size limitation recommendation shall be 30 students.

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

(e) When a class size of a teacher for any class period exceeds the above limit recommendation any time after the fourth Friday count, the teacher can petition for relief or assistance to the Joint Committee giving the particulars of the situation. It is recognized that some classes may go above the recommended limit that create no 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 upon their relative merits.

(f) The Joint Committee shall receive all teacher petitions, gathering information from all sources necessary. All petitions filed in the months of September and October shall be answered within four (4) weeks by the Joint Committee. All petitions received in following months shall be answered within two (2) weeks. The Joint Committee shall render a decision concerning the type of relief or assistance recommended, 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 number of students from the classroom; or providing the teacher more materials and equipment.

ARTICLE XVI (continued)

(g) The Joint Committee shall have a class size adjustment fund at the sum of at least \$60,000 for use in rendering the decision concerning relief and assistance for teachers who have student numbers above the limit recommendation. However, in the event that additional staffing is needed to meet the requirements of the elementary teacher load provision, a maximum of three (3) additional teachers may be hired with a corresponding \$10,000 deduction for each additional teacher from the Joint Committee's class size adjustment fund.

(h) 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 6. Adjusted Studies Program and Support Personnel.

(a) In order to provide placement flexibility in programs for mentally handicapped, adjusted study or perceptually handicapped elementary pupils, the Board will attempt to hold enrollment in the special education classes to less than the State-defined capacity at the opening of the school year.

(b) Teachers may request supportive help from the elementary guidance specialist, school social worker, learning resource teacher, public health nurse, secondary school counselor and diagnostician whenever individual classroom situations warrant special assistance. If the teacher has reason to believe that the student has learning problems that require special education such as the adjusted studies program, the teacher may request and receive diagnostic services for that student within the school year that the request is made. If the request is made after May 15 of any school year the student will be tested before September of the following school year. If diagnostic testing and the recommendations of the diagnostician deem special education placement necessary, the student will be referred to such as soon as space is available. While space is being made available, the teacher shall receive regular counseling and assistance from the diagnostician and other support personnel. If the recommendation deems that special education is not necessary, the teacher will receive regular assistance from the aforementioned personnel excluding the diagnostician. Any such students that have been referred for testing shall be considered for a modified daily or weekly program, including a temporary home assignment, until placement, testing or other solution is effected.

ARTICLE XVII

Regular and Supplementary Salaries of Teachers; Deductions

Section 1. Contract Salaries.

- (a) The contractual salaries of teachers included in this Agreement are set forth in Appendix "F," which is attached to and made a part of this Agreement.
- (b) The contract amount paid to teachers shall be in consideration for a 200-day professional commitment. Said commitment shall include 185 days of teaching responsibility as set forth in the calendar plus 15 undesignated days for vacation and holidays. Salary deductions for absences not compensated during the course of the year shall be made on the basis of 1/200 of the annual salary for each day lost.
- (c) 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 185 scheduled days.
- (d) 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.
- (e) All computation of experience credit on the salary schedule is determined as of September or at the date of initial employment.

Section 2. Supplemental Salaries.

- (a) The supplementary salaries for teachers included in this Agreement are set forth in Appendix "G," which is attached to and made a part of this Agreement.
- (b) The activities set forth in Appendix "G" call for exceptional demands upon an individual for time and effort over and beyond the regular work day 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 3. Summer School Salaries.

The daily salary for the 1971 Summer School, In-Service and Staff Committees which meet during the summer months shall be five-eighths (5/8) of the daily rate for the regular school year, computed by dividing the annual 1970-1971 salary of the teacher by two hundred (200), with the following limits: No teacher who is employed in summer school shall be paid an amount greater than the Bachelor and Twenty Credits (B.A. + 20, category #2) salary schedule at the appropriate experience step.

ARTICLE XVII (continued)

Section 4. Restriction.

In the event that a teacher is performing more than one of the jobs referred to in Section 3, or employed for a full day or days, the maximum rate of pay for the combined jobs or the full day shall not exceed eight-eighths (8/8) of the daily rate for the regular school year.

Section 5. Driver Education and Continuing Education Salaries.

The foregoing shall not apply to Driver Education and Continuing Education; the following salary rates shall be in effect for these programs:

- (a) First year of teaching in Royal Oak program, \$7.00 per hour.
- (b) Second year of teaching in Royal Oak program, \$7.50 per hour.
- (c) Third year of teaching in Royal Oak program, \$8.00 per hour.

Section 6. Class Hours for Continuing Education.

Any Continuing Education course which has a sufficient number of students to be formed shall run the full number of hours as advertised unless by the mutual consent of the teacher, the students, and the director it may be shortened.

Section 7. Procedure for Promotion on Salary Schedule.

Teachers who earn additional credits entitling them to advancement on the salary schedule and present an official transcript to the personnel office prior to October 15 of any school year shall receive the benefits of such additional credits effective as of the first day of the contract year. Teachers who have earned such credits and who present an official transcript thereof after October 15, but prior to March 31 of any school year shall receive the benefit of such additional credits effective as of the first day of the second semester of the school year.

Section 8. Credit for Experience Outside of School District.

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, provided such experience occurred within eleven (11) years immediately preceding Royal Oak service.

Section 9. Experience Within the School District; Methods of Computing Experience.

- (a) A teacher shall be allowed credit for teaching experience inside of 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 his Royal Oak service. 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.

ARTICLE XVII (continued)

Section 10. Additional Salary for Extra Services.

(a) If a high school or junior high school teacher assumes an additional period of teaching responsibility on a regular basis (e.g., for twenty consecutive days or more), he shall receive extra compensation at the rate of one sixth (1/6) or one seventh (1/7) of this daily salary rate respectively.

(b) 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 the assuming teacher undertakes an additional period of teaching responsibility, such teacher shall receive remuneration for each such additional period in accordance with the following schedule:

- (1) Planning period in high school, \$4.50 per hour.
- (2) Planning period in junior high school, \$4.00 per hour.
- (3) Elementary school vocal music, art, or physical education period, \$3.50 per hour.

Section 11. Deductions from Payroll.

The Board shall make payroll deductions upon written authorization from teachers for approved annuity programs, Royal Oak School Employees' Credit Union, United Foundation donations, Association dues or representation fee, or any other plans or programs jointly approved by the Association and the Board.

Section 12. Mileage Allowance.

When a teacher assigned to more than one building uses his automobile to travel between school locations, he shall be compensated for such mileage traveled at the rate of nine cents (9¢) per mile. Mileage will be paid on a monthly or semester basis upon the submission of a mileage voucher to the teacher's immediate supervisor.

Section 13. Remuneration for Club Sponsorship.

(a) A "club" with remunerated sponsorship is one which is recognized within the policies of each secondary 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. Each junior high school shall be allowed a maximum of three hundred dollars (\$300) for club sponsorship.

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

(c) Each club meeting the above criteria may have allocated the \$100 for the sponsor, which may be divided between more than one

ARTICLE XVII (continued)

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 discretion.

Section 14. Salary for High School Department Heads.

Heads of departments in high school shall receive the contractual salary of teachers with appropriate salary credit for academic preparation and years of experience, plus an additional four percent (4%) 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 he renders service for a majority of his working hours daily.

ARTICLE XVIII

Insurance Coverage for Teachers

Section 1. Hospitalization Insurance.

(a) 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-1 policy, including master medical 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. If an eligible teacher fails to so register with the Business Office, a sum not to exceed one hundred dollars (\$100) per school year shall be applied toward a tax-sheltered annuity for said teacher, subject to an agreement being executed between the teacher, the District and a Board-approved insurance carrier. For purposes of this section the following insurance carriers are designated as Board-approved carriers:

- (1) The Michigan Education Special Services Association.
- (2) National Education Association Special Services Division.
- (3) National Life Insurance Company of Vermont.
- (4) Mutual Insurance Company of New York.
- (5) Variable Annuity Life Insurance Company of America.
- (6) The Equitable Life Assurance Society of the United States.

(b) All annual salary teachers working half time or more who report for duty during the school year shall receive the insurance benefits set forth in subsection (a) above 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.

(c) Any insurance benefit set forth in subsection (a) 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, in the event that the teacher shall pay the balance of the premium payment.

Section 2. Disability Insurance.

The Board shall provide long-term disability insurance coverage for all annual salary teachers who work half time or more. Long-term disability insurance coverage shall mean income protection, in conformance with the terms of the policy, for all eligible teachers in cases of sickness or disability to age sixty-five (65) years after an elapse of one hundred and eighty (180) calendar days from the initial date of sickness or disability with a maximum monthly benefit of \$1,200.

ARTICLE XVIII (continued)

Section 3. 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 4. Choice of Life Insurance or Value of Sick Leave.

(a) The Board will provide one of the following death benefits to the estate of all eligible teachers:

- (1) \$5,000 Term Life Insurance.
- (2) The value of the accumulated sick leave.

(b) A teacher may elect (2) by written notification to the Business Office only during the first month of the initial insurance enrollment period. If he does not elect this in writing, the teacher will automatically receive benefit (1).

ARTICLE XIX

Negotiations

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

Section 2. 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 3. Three 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 4. Cost of printing 1500 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 5. 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.

ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of the _____ day of _____, 1970, and shall continue in effect until midnight of the 22nd day of August, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have causes this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 1970.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

ROYAL OAK EDUCATION
ASSOCIATION

By _____

By _____

By _____

By _____

APPENDIX "A"

Memorandum of Understanding Regarding Vocational Education Center

This Memorandum of Understanding is entered into this _____ day of _____, 1970, by and between the Board of Education of the City of Royal Oak (hereinafter referred to as the "Board") and the Royal Oak Education Association (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, The Board will assume responsibility for the operation of the Vocational Education Center during the time in which the Master Agreement is in effect; and

WHEREAS, teaching personnel for said Center will be employed by the Board;

NOW, THEREFORE, IT IS AGREED:

The Vocational Education Center shall be staffed by the Board, which will initially employ the teaching staff as follows:

- (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 whatever wage is necessary for their respective occupation or trade.
- (3) Wages, salaries, and fringe benefits will remain at the initial rates established by the Board until such time as the Master Agreement reopens salary negotiations.

The Board will notify the Association of the wage rates which the Board expects to pay prior to employment of each group of staff members.

After the Center has been in operation for two (2) months, negotiations on non-salary working conditions shall begin, and these agreements reached will become appendices to this Agreement.

FOR THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF
ROYAL OAK

FOR THE ROYAL OAK EDUCATION ASSOCIATION

APPENDIX "B"

Memorandum of Understanding Regarding Secondary Department Heads

In order that the members of the bargaining unit may be properly apprised of administrative procedure in the matter of Department Heads, the following information is provided:

Definition of senior high school department:

To be considered as a department, there must be the equivalent of three full-time faculty members assigned to the subject area. (Contract time being defined as more than one-half of an individual teacher's assignment in a specific building and department, and if time is equally divided, the principal will decide.)

Department Heads

Each department will be entitled to a Department Head appointed by the Board and paid according to the arrangement as provided in the Master Contract.

Duties of the Department Head are as follows:

- Provide leadership in the continuous evaluation of departmental needs and objectives.
- Inform the principal of the activities, needs and problems of the department.
- Assist in interpreting to the staff, central administration and the general public the objectives and activities of the department.
- Meet with other departmental chairman and administrators for the purpose of improving total building program.
- Be responsible for departmental budget planning.
- Be responsible for recommending and ordering necessary supplies, equipment and instructional materials for the department within budgetary limits.
- Provide leadership in the planning and improvement of in-service programs for departmental staff, including coordination of city-wide department meetings with the corresponding department head in the other high school.
- Serve on the building curriculum cabinet and one the city-wide subject area committee for purpose of coordination of the secondary program.
- Be responsible for classifying and organizing departmental materials.
- Orient new teachers to the building policies and departmental objectives and program.
- Assist and advise the principal in other departmental matters upon his request.
- Help in the screening of prospective teacher candidates.
- Assist the principal in making teaching assignments.
- Evaluate probationary and tenure teachers in cooperation with principal.
- Evaluate substitute teachers.

Each Department Head will teach three or four classes including planning period per day, dependent upon the amount of released time allocated to the particular department.

Memorandum of Understanding Regarding Secondary Department Heads
(continued)

The designated Department Head will have released time (supervisory time) in the following ratio:

- Three to twelve teachers -- one hour for duties as described.
- Thirteen to twenty-one teachers -- two hours
- Twenty-three and over -- three hours

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

The Department Head for Counseling and Guidance shall have a student load not to exceed two-thirds of the average load (counselor-counselee) experienced by other counselors.

Each junior high school has three departmental chairmen; for unified studies, mathematics and science. These chairmen are selected by the principal and have the following major functions:

- to prepare agendas;
- call and chair departmental meetings according to schedule;
- to communicate with the principal about department activities;
- to advise and aid the principal in departmental needs, problems and requisitions.

Each chairman is allowed five (5) half days of released time during the school year to carry out departmental functions. The selection of these half days is cooperatively determined with the principal and department chairman.

There are a number of subject area committees which meet on a district-wide basis which have chairmen elected from the members of the committee. In these instances, the chairman has the following functions:

- prepares the agenda;
- calls and chairs the meeting;
- carries out any communicating or special functions which the committee might assign.

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

Request for Absence Under Personal Emergency Policy

Teachers shall be allowed two (2) days of absence each year out of the annual paid leave days allowed in Section 1, 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 conferences 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.

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 or Supervisor's Signature

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

APPENDIX "D1"

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

TEACHER EVALUATION FORM

NAMES

Teacher _____

Date of Report _____

Evaluator _____

Covering Dates from _____

Coach (if applicable) _____

to _____

School _____

If Probationer, Report No. _____

1. Evaluator's statement of what was observed (date, class, hour).
2. Evaluator's comparison of teacher's stated objectives with session as observed.
3. Evaluator's statement of teacher's progress since last observation
4. Classroom performance. Based upon the observations recorded above, the evaluator should write comments below indicating where the teacher deserves special commendation or where improvement is needed, including specific recommendations for improvement.
 - (a) Provision for individual pupil differences.
 - (b) Planning and evaluating lessons.
 - (c) Classroom control.
 - (d) Use of creative and current methods.
 - (e) Use of a variety of techniques and media.
 - (f) Knowledge of subject matter and its relation to needs of Royal Oak pupils.
5. Classroom-Related performance. Based upon the observations recorded above and upon other evidence, the evaluator should write comments below indicating where the teacher deserves special commendation, or where improvement is needed, including specific recommendations for improvement.
 - (a) Understanding of and respect for the individual pupil.
 - (b) Relations with colleagues.
 - (c) Cooperation with specialized instructional personnel.
 - (d) Cooperation with other school personnel.
 - (e) Professional communication with parents.
 - (f) Dependability and responsibility.
 - (g) Recognition and implementation of departmental and/or school instructional goals.
6. Description of any unique qualities which affect the teacher's performance.

Evaluator's Signature _____

I have seen the above statements and discussed them with the evaluator
Teacher's Signature _____

Date _____

Date _____

APPENDIX "D"

TEACHER'S RECORD OF LESSON OR CLASS SPECIALLY OBSERVED AND EVALUATED

Teacher's Name _____

Date _____ Class _____ Hour _____

Please complete before the observation:

My objective in this lesson are:

Special methods called for these objectives are:

Please complete after the observation:

I felt that the objectives of this lesson were met to the following extent:

This form should be completed by the teacher and sent to the principal prior to the conference and attached to the evaluation record.

Teacher's signature

APPENDIX "E"

GRIEVANCE FORM STEP 1A

FORMAL GRIEVANCE INITIATION

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

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 Chairman

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

APPENDIX "F"

TEACHERS' SALARY SCHEDULE

1970-1971

Salary Category

| Step | #1 A.B. Degree | #2 A.B. + 20 Semester Hours | #3 M.A. Degree *or A.B. + 30 Sem. Hrs. | #4 *M.A. + 15 **or A.B. + 45 Sem. Hrs. | #5 *M.A. + 30 Semester Hours | #6 *M.A. + 45 Semester Hours | #7 Doctorate |
|------|-------------------|--------------------------------------|---|---|---------------------------------------|---------------------------------------|-----------------|
| Base | \$ 7,900 | \$ 8,100 | \$ 8,600 | \$ 8,900 | \$ 9,200 | \$ 9,500 | |
| 1 | 8,050 | 8,260 | 8,750 | 9,050 | 9,350 | 9,650 | |
| 2 | 8,200 | 8,410 | 8,900 | 9,200 | 9,500 | 9,800 | |
| 3 | 8,350 | 8,615 | 9,050 | 9,350 | 9,650 | 9,950 | |
| 4 | 8,500 | 8,825 | 9,200 | 9,500 | 9,800 | 10,100 | |
| 5 | 8,675 | 9,075 | 9,400 | 9,700 | 10,000 | 10,300 | |
| 6 | 8,850 | 9,215 | 9,600 | 9,900 | 10,200 | 10,500 | |
| 7 | 9,050 | 9,450 | 9,850 | 10,150 | 10,450 | 10,750 | |
| 8 | 9,440 | 9,700 | 10,400 | 10,650 | 10,950 | 11,250 | |
| 9 | 9,700 | 10,000 | 10,600 | 11,000 | 11,300 | 11,600 | |
| 10 | 10,000 | 10,300 | 11,000 | 11,350 | 11,650 | 11,900 | \$12,250 |
| 11 | 10,250 | 10,550 | 11,400 | 11,675 | 12,000 | 12,300 | |
| 12 | 10,600 | 10,900 | 11,750 | 12,100 | 12,350 | 12,600 | |
| 13 | 10,850 | 11,250 | 12,225 | 12,500 | 12,800 | 13,100 | |
| 14 | 11,340 | 11,650 | 12,700 | 13,000 | 13,300 | 13,600 | |
| 15 | 11,700 | 12,100 | 13,250 | 13,500 | 13,850 | 14,100 | |
| 16 | 12,150 | 12,550 | 13,800 | 14,100 | 14,400 | 14,700 | |
| 17 | 12,575 | 12,975 | 14,300 | 14,600 | 15,000 | 15,300 | |
| 18 | 13,050 | 13,450 | 15,000 | 15,250 | 15,550 | 15,850 | |

*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.

The hourly rates for Driver Education and Continuing Education are: First Year \$7.00
 Second Year \$7.50
 Third Year & Thereafter \$8.00

All percentages shall be based upon the teacher's regular contractual teaching salary; no percentage shall be computed on an amount larger than the Master's category at the maximum salary (category No. 3) for the 1970-1971 school year,

High School Coaches

Athletic Director, each high school.....One week pro rata salary and 12 per cent
Faculty Athletic Manager, each high school.....One week pro rata salary and 7½ per cent

All football coaches, except as noted, shall receive one week pro rata salary for service prior to the opening of school; two coaches shall receive an additional one week pro rata salary for the previous week of conditioning which is required by the State, with choice of two specific coaches to be decided by head football coach.

Head Varsity Football Coach, each high school.....Pro rata salary and 12 per cent
Two Asst. Varsity Football Coaches, each high school.....Pro rata salary and 7 per cent
Trainer & Equipment Manager, each high school.....Pro rata salary and 7 per cent
Two Reserve Football Coaches, each high school.....Pro rata salary and 6 per cent
Three Freshman Football Coaches, each high school.....(No pro rata salary) 5 per cent

Cross-Country Coach, each high school..... 6 per cent

Varsity Basketball Coach, each high school..... 12 per cent

Reserve Basketball Coach, each high school..... 7 per cent

Freshman Basketball Coach, each high school..... 5 per cent

Head Swimming Coach, each high school..... 10 per cent

Assistant Swimming Coach, each high school..... 6 per cent

Head Wrestling Coach, each high school..... 9 per cent

Assistant Wrestling Coach, each high school..... 6 per cent

Head Baseball Coach, each high school..... 7 per cent

Reserve Baseball Coach, each high school..... 5 per cent

Freshman Baseball Coach, each high school..... 5 per cent

Head Track Coach, each high school..... 7 per cent

Reserve Track Coach, each high school..... 5 per cent

Freshman Track Coach, each high school..... 5 per cent

Golf Coach, each high school..... 5 per cent

Head Tennis Coach, each high school..... 6 per cent

Assistant Tennis Coach, each high school..... 4 per cent

Junior High School Coaches

Coaches of Fall Sports, three at each school..... 5 per cent

Coaches of Winter Sports, two at each school..... 5 per cent

Coaches of Spring Sports, three at each school..... 4 per cent

Athletic Chairman, each school..... 4 per cent

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.

| | |
|----------------------------------|--------------------------------------|
| Guidance Counselors..... | Two weeks pro rata teaching contract |
| Social Workers..... | Two weeks pro rata teaching contract |
| Learning Resource Teachers..... | Two weeks pro rata teaching contract |
| Student Accounting Advisers..... | Two weeks pro rata teaching contract |

Six Vocational Education Co-ordinators, as follows:

| | |
|---|---------------------|
| Distributive Education, each high school..... | Six weeks pro rata* |
| Business & Office Education, Kimball High School... | Six weeks pro rata* |
| Trade & Industrial Education, each high school..... | Six weeks pro rata* |
| Food Services, Dondero High School..... | Six weeks pro rata* |

| | |
|---|------------|
| Co-ordinator of Driver Education..... | 8 per cent |
| Co-ordinator of Speech Correction..... | 6 per cent |
| Co-ordinator, School District Instrumental Music Program..... | 4 per cent |
| Co-ordinator, School District Vocal Music Program..... | 4 per cent |

Music and Dramatic Directors

| | |
|--|--------------|
| High School Band, each high school..... | 8 per cent |
| Assistant High School Band..... | 5 per cent |
| High School Orchestra, each high school..... | 5 per cent |
| Junior High School Band, each school..... | 5 per cent |
| Junior High School Orchestra, each school..... | 5 per cent |
| High School Vocal Music, each high school..... | 7 per cent |
| High School Glee Club, each high school..... | 3 per cent |
| Junior High School Chorus, each school..... | 3 per cent |
| High School Dramatics, each high school, per production to maximum three..... | 3 per cent |
| Dramatic-musical production, additional for dramatic director..... | 1 per cent |
| Dramatic-musical production, instrumental music director..... | **3 per cent |
| Dramatic-musical production, choral music director..... | **3 per cent |
| Dramatic-musical production, choreographer (if integral part of production)..... | **1 per cent |

Club and Activity Sponsors

| | |
|--|-------------------|
| WOAK Direction and Technical Supervision at Dondero High School..... | 14 per cent |
| WOAK Supervision at Kimball High School..... | 7½ per cent |
| Adviser to Junior-Senior Classes, each high school..... | 5 per cent |
| High School Official Publications, each high school (3½% each, total two)... | 7 per cent |
| High School Debate (6%) and Forensics (3%), each high school, total..... | 9 per cent |
| High School Supply Store Manager, each high school..... | 4 per cent |
| Junior and Senior High School Cheerleading..... | 2 per cent |
| Junior-Senior High Girls' Physical Education Activities, each school..... | 5 per cent |
| Student Government, each high school..... | 3 per cent |
| All Other High School Club Sponsors..... | See Article XVII. |

*Salary shall include payment for one week in June, plus weeks during July and August at rate of one week for each ten students to be placed in jobs during the next school year to a maximum of six weeks total supplemental pay pro rata teaching contract.

**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.

Safety Patrol Sponsorship

| | |
|---|------------|
| Each elementary school having 8 to 10 traffic posts..... | 3 per cent |
| Each elementary school having 11 to 15 traffic posts..... | 4 per cent |
| Each elementary school having 16 or more traffic posts..... | 5 per cent |

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 problems.
- G. The Safety Patrol Sponsor must request this compensation of his principal.

Girls' Service Squad Sponsorship

| | |
|---|------------|
| Each elementary school having an enrollment of 300 to 499..... | 3 per cent |
| Each elementary school having an enrollment of 500 to 699..... | 4 per cent |
| Each elementary school having an enrollment of 700 or more..... | 5 per cent |

The responsibilities to be met in order for an elementary school Service 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.
- G. The Service Organization Sponsor must request this compensation of his principal.
- H. In schools where Service Organization and Safety Patrol are combined under one sponsor, a limit of one (1) supplemental salary shall be paid.
- I. In no case shall the supplemental salary for Service Organization sponsorship exceed the percentage paid to the Safety Patrol Sponsor in the same school.