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MEA

Royal Oak Board of Education

Master Agreement

Royal Oak Board of Education

and the

Royal Oak Education Association

School Year 1971 - 1972

School District of the City of Royal Oak, Michigan

MEA
1216 Kendale
E. Lansing, MI
48823

8/21/71 - 8/20/72

MASTER AGREEMENT

ROYAL OAK BOARD OF EDUCATION

and the

ROYAL OAK EDUCATION ASSOCIATION

SCHOOL YEAR 1971 - 1972

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

School District of the City of Royal Oak, Michigan

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AGREEMENT

This Agreement is made and entered into this _____
day of _____, 1971, 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").

WITNESSETH

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

ARTICLE I

RECOGNITION OF PARTIES AND SCOPE OF AGREEMENT

Section 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 certificates under contract to the Board, as well as licensed physio-therapists and social workers, who are under contract or on leave compensated by the Board. Supervisory and administrative personnel who are excluded from representation are the Superintendent, Assistant Superintendent, Business Managers, Principals, Associate Principals, Assistant Principals, Directors, Managers, Administrative Assistants; also excluded are full-time Curriculum Specialists and Diagnosticians. Substitute teachers are excluded from the bargaining unit except a substitute teacher may be appointed for a stated term of employment, but less than a full school year under a letter from the Board; such a substitute teacher shall pay the Royal Oak Education Association representation fee on a monthly basis and receive the following benefits from the Agreement: salary, life insurance, pro-rata sick leave and Blue Cross/Blue Shield benefits, but excluding all other Agreement provisions. Any other substitute teachers who are employed on a day-to-day basis and who have been employed for a period of forty (40) consecutive school days in the same assignment shall receive the same benefits as substitutes employed by letter from the Board as herein described.

(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.

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 request and the Board shall provide 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 meeting, 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 with daily mail service. It is understood that mail pickup and delivery will occur each school day. The Association agrees that this is a service and that all school mail must be ready when the driver arrives and will be available to an office within the School District.

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 Royal Oak Education Association.

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

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

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

Section 6. Association business days.

(a) An aggregate of one hundred ten (110) 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 ten (110) 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.

Section 7. Rights to maintain organization.

Duly authorized representatives of the Association, including the local Executive Director, shall be permitted to discuss Association matters with members of the bargaining unit on school property at reasonable times, provided such discussions shall not interfere with or interrupt instructional programs or other normal school operations. Any such authorized Association person shall be allowed to use the same school facilities that the teachers are allowed to use. 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 of said representation fee. In the event that the teacher fails to comply with one of the above within fourteen (14) calendar days of the teacher's first day of employment, the failure shall be considered by both parties as just and reasonable cause for dismissal.

(b) Teachers who elected to be exempted from joining the Association and paying the representation fee under the provisions outlined in the 1970-71 Master Agreement, Article II, between the Royal Oak Board of Education and the Royal Oak Education Association shall continue said exemption unless the teacher rescinds it. Any teacher returning from a leave of absence who was not on the payroll in December of 1970 shall have the opportunity to choose any one of the conditions stated in the aforementioned Article II, Section 8 (b). Such a teacher must make his choice within fourteen (14) calendar days of his return to employment in the School District.

(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 charge.

(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.

Section 9. Orientation of new teachers.

The principal shall provide the Association representative from his building with the opportunity for a thirty-minute meeting with new teachers during the voluntary orientation day before school opening.

ARTICLE III

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

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

Section 2. 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 provisions.

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

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

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

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

Section 2. Safety of students.

Teachers are expected to render reasonable assistance to any injured pupil, but they may decline the responsibility of administering medication.

Section 3. Use of physical force.

(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 of any 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. If the pupil was banned from the

classroom, the principal or assistant principal shall report in writing 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 case before the pupil returns.

(c) Use of physical force with prior consultation. Consistent with the General School Laws of the State of Michigan, physical force may be used by a teacher to aid in maintaining proper discipline as an essential element in the educational process, after careful assessment by the teacher and consultation with the principal or assistant principal, and with due consideration for the pupil's age, physical condition, welfare, and family situation. Administration of physical force by the teacher after such consultation and consideration shall occur only in the presence of the principal or assistant principal and in the absence of other pupils.

(d) Use of physical force when prior consultation is impossible. Physical force may be used by a teacher, consistent with the provisions of the General School Laws of the State of Michigan, to prevent violent or harmful action or injury to persons or property; or to remove a pupil forcibly, where necessary, from a classroom or elsewhere on school premises. The physical force which is applied shall be only 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 administrator, 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 as soon as possible after the occurrence but not later than the end of the school day. The teacher shall retain a copy of said report. In the event the pupil is excluded from the classroom, the principal or assistant principal shall include in writing to the teacher that he has received the report, and also the disposition of the case, before the pupil shall return.

Section 4. 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 a teacher's professional responsibilities. In the event a teacher requires legal counsel with respect to his 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, or because of his employment, shall be promptly reported to the Board or its designee. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, and shall promptly render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

Section 5. Student evaluation.

(a) It is the joint responsibility of the administration and teaching staff to evaluate pupil progress. The initial responsibility for evaluating student progress shall rest with the teacher. Any change in recording of evaluation shall be made in consultation with the appropriate classroom teacher.

(b) A teacher shall have the right to review the academic records of his pupils in the appropriate offices where such records are kept.

Section 6. Student discipline policies.

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

Section 7. Instructional improvement and curriculum.

Should a teacher or group of teachers propose a new or different course of study, teaching method, or other instructional innovation, such proposal shall be submitted to the appropriate department head or chairman and the principal for approval. The proposal shall include a written outline of the proposed plan, a statement of objectives, and the methods, supplies, and equipment needed, as well as a suggested means of evaluation. If the proposal will affect more than one building, it shall be submitted to the appropriate central Instructional Department staff member for approval. In the event the proposal is not approved, it may be submitted to the Assistant Superintendent, Instruction for consideration, with a copy to the Curriculum Advisory Committee. The teacher shall receive from said Assistant Superintendent written notice of the disposition of his proposal, citing reasons.

Section 8. Professional conferences, conventions, visitations.

The Board shall circulate in its newsletter to all teachers by way of the building bulletin boards notice of all known professional conferences within limits established by the Conference Committee.

Section 9. Copyrights.

A teacher may apply for copyright or patent protection for any materials he has written or developed. When said teacher applies for a copyright or patent, he shall notify the Superintendent. Each teacher shall be individually responsible for the violation of the copyright laws in duplicating prepared materials.

Section 10. Performance contracting.

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

Section 11. 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 12. Lounge and lunchroom.

The Board shall make available in each school a lunchroom, rest room, and lavatory facilities exclusively for adult use and at least one (1) room which shall be reserved for use as an adult lounge. The lunchroom and the adult lounge may be the same room, and smoking shall be permitted in this area. The aforementioned adult facilities shall be off limits to pupils.

Section 13. Telephone.

Regular school telephone facilities shall be made available to teachers for school business and personal emergency use only. All telephone calls requiring the dialing of the digit "1" before the number shall be made at the teacher's expense, except school business calls as may be approved and recorded by the school office on the forms provided.

Section 14. Parking lots.

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

Section 15. Buildings.

Teachers shall be responsible for bringing unsafe and unclean conditions to the attention of the building principal or his designee. Building lavatories, laboratories, classrooms, gymnasiums, auditoriums, and other work areas shall be kept in a reasonably safe and clean condition.

Section 16. Teacher reference libraries.

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

Section 17. Teacher use of mail service.

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

Section 18. Rooms for special personnel.

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

Section 19. Orders for supplies and equipment.

Each building principal shall inform the teachers of the procedure for ordering supplies, materials, equipment, and items which involve budgetary consideration. The principal will make every effort to simplify for the teacher the problem of ordering said materials so that teachers may place requests in time to meet School District deadlines. The principal shall make known to the building staff the existence of any petty cash fund in the building. With the advice of the Building Faculty Committee, the principal shall make every effort to distribute petty cash funds equitably among the staff members for use in purchasing approved professional supplies and materials.

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 involvement in curriculum study, courses and activities for cultural and enrichment purposes; by way of example teach-ins, exchange days, early release days.
- 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 (3) full-time faculty members assigned to the subject area. (Full-time is 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 more teachers - 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.

(d) Duties of the high school Department Head are as follows:

(1) Provide leadership in the continuous evaluation of departmental needs and objectives.

(2) Inform the principal of activities, needs, and problems of the department.

(3) Assist in interpreting to the staff, central administration, and the general public the objectives and activities of the department.

(4) Meet with other departmental chairmen and administrators for the purpose of improving total building programs.

(5) Be responsible for departmental budget planning.

(6) Be responsible for recommending and ordering necessary supplies, equipment and instructional materials for the department within budgetary limits.

(7) 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.

- (8) Serve on the building curriculum cabinet and on the city-wide subject area committee for purpose of coordination of the secondary program.
- (9) Be responsible for classifying and organizing departmental materials.
- (10) Orient new teachers to the building policies and departmental objectives and program.
- (11) Assist and advise the principal in other departmental matters upon his request.
- (12) Help in the screening of prospective teacher candidates.
- (13) Assist the principal in making teaching assignments.
- (14) Evaluate probationary and tenure teachers in cooperation with the principal.
- (15) Evaluate substitute teachers.

Section 3. Junior high school Department Chairmen.

(a) 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 additional time shall be cooperatively determined with the principal and the Department Chairman.

(b) The Chairman shall be selected by the principal and shall have the following functions:

- (1) To prepare agendas.
- (2) Call and chair departmental meetings according to schedule.
- (3) To communicate with the principal about department activities.
- (4) To advise and aid the principal in departmental needs, problems, and requisitions.

Section 4. Chairmen of subject area committees.

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

- (1) Prepares the agenda.
- (2) Calls and chairs the meeting.
- (3) Carries out any communicating or special functions which the committee might assign.

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 fifteen (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 fifteen (15) minutes after the last assignment at the end of the day. Specifically five (5) minutes before the senior high school teacher's first daily assignment and ten (10) minutes before all other level assignments, teachers shall be present at duty stations assigned and posted by the building principal. Teachers shall bring problems which arise from the assignment of duty stations to the Building Faculty Committee, which will advise and consult with the principal. Activities of a professional nature shall be interpreted to mean that teachers may meet with administrators or counselors or be involved in typing duplicating materials, or arranging for equipment or supplies, or similar tasks. Teachers are expected to remain for a sufficient period after 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 five (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.

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 stated schedule below. All teachers have a responsibility to attend such meetings and to extend every effort to contribute to the success of such meetings.

(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.

(e) The first Tuesday of each month and some third Tuesdays in the elementary schools shall be for building faculty meetings with an agenda as devised in accordance with the following principles:

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

(2) All proposed agenda items shall be presented at this time.

(3) Decisions about the inclusion of all agenda items shall be made jointly by the principal and the committee, in accordance with the provisions of Article VIII, Section 4, which outlines the responsibilities of the Building Faculty Committee.

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

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

(6) If a meeting is to be held, a written agenda shall be distributed to the staff at least one (1) school day before the meeting.

Section 4. Work day of special teachers.

All teachers without regular classroom assignments 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 day of said special teachers may begin as early as 8:00 a.m. and continue as late as 4:00 p.m., and that extraordinary situations which demand additional services may be compensated by an equal amount of time released from the regular work schedule, upon prior arrangement by the special teacher with the principal. 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. An emergency procedure will be posted in each building for the use of the certified teacher, as well as the telephone number of the building principal or other responsible administrator who can be reached in the event of an emergency for instructions to the certified teacher. In no case shall this involve routine supervision of lunchroom or playground activities or answering the telephone.

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

ROYAL OAK SCHOOLS CALENDAR, FALL 1971 AND SPRING 1972

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.

WEEKDAYS, MONDAY THROUGH FRIDAY:

EXPLANATORY NOTES

SEPTEMBER 1971	— (7) 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	September 6 — Labor Day Holiday. 7 — Teacher day for opening of school. 8 — Enrollment day: day of attendance.
OCTOBER 1971	4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	
NOVEMBER 1971	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 — — 29 30	November 25—26 — Thanksgiving Holiday
DECEMBER 1971	6 7 8 9 10 13 14 15 16 17 (Winter Holiday)	January 24, 25, 26 — Early dismissal in Senior High Schools for examinations: Pupil attendance days.
JANUARY 1972	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24* 25* 26*(27)(28) 31	January 27 — Elementary and Junior High parent-teacher conferences. Senior High records and in-service.
FEBRUARY 1972	7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29	January 28 — All schools: records day.
MARCH 1972	6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 —	March 31, April 3—7 — Spring Holiday.
APRIL 1972	10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	
MAY 1972	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 — 30 31	May 29 — Memorial Day Holiday
JUNE 1972	5 6 7 8 9 12* 13* 14*(15)(16)	June 12, 13, 14 — Early dismissal in Senior High Schools for examinations: Pupil attendance days. June 15, 16 — Records days.

During the course of the school year three early dismissal days will be established in the elementary and junior high schools for the following uses: One system-wide in-service session, one local building in-service session, and one afternoon (or evening) of parent-teacher conferences. These dates will be established in cooperation with the Instructional Department, the In-Service Committee, and the Joint Committee.

ARTICLE VIII

COMMITTEES

Section 1. General provisions.

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

- (1) The Joint Royal Oak Education Association - Board Committee (hereinafter referred to as the Joint Committee).
- (2) The Contract Interpretation Subcommittee.
- (3) The Professional Relations Subcommittee.
- (4) The Curriculum Advisory Subcommittee.
- (5) The Teacher Fitness Advistory Committee.

(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 Section 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. By the end of the month of September, the Board and the Association shall exchange names of the members of the Joint Committee and its four subcommittees.

(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 Royal Oak Education Association - Board Committee.

(a) The Joint Committee shall meet on the fourth Wednesday of each month during the school year to discuss 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. Any matter of mutual interest shall be considered appropriate for Joint Committee consideration. The Joint Committee shall review and coordinate the efforts and decisions of those subcommittees which function under its jurisdiction.

(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 not later than one (1) week prior to the next scheduled meeting. Additions to an agenda may be made by either party at any time prior to forty-eight (48) hours before the scheduled meeting is to take place. If neither party proposes an agenda in accordance with the stated limitations, the scheduled meeting shall automatically be cancelled.

(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 summary of topics discussed and resolutions and recommendations of the committee shall be sent to the Secretary of the Board of Education and posted in each building.

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, if either party has agenda items, 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. Wherever practical in junior and senior high schools, committee members should be assigned a planning hour in common. So that this assignment can be facilitated, Building Faculty Committees should be elected in June for the subsequent school year.

(b) The Building Faculty Committee shall perform the following functions:

(1) Share the responsibility with the principal in the preparation of a total agenda for faculty meetings which will reflect the needs and concerns of a majority of the staff. In the event of disagreement between the principal and said committee upon the inclusion of any item in the agenda, the principal shall have final decision, provided, however, that the principal makes known to the faculty during the meeting that said agenda item is included over the objection of said committee.

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

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.

(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 meetings 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 advise the Superintendent or his designee of 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) The School District Handbook of Procedures shall be periodically revised under the direction of the Professional Relations Subcommittee and shall be compatible with this Agreement.

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 Committee shall have as their function the responsibilities set forth in Article XIII, Section 3 (d). In addition, said Committee shall also have the following functions:

- (1) 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
- (2) To receive and consult upon complaints of a professional nature about tenure teachers from their colleagues within the school.

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 shall advise the Joint Committee upon any matters relating to curriculum, including

- (1) Review and 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;
- (5) Receive and review information from teachers, 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 chairmen and meeting times, if established, by the end of October.

(c) This subcommittee shall meet once per month after regular school hours, or more often if mutually agreed.

(d) The Curriculum Advisory Subcommittee shall send a summary of its findings and recommendations to the Joint Committee each month.

(1) There shall be a secondary school In-Service Committee and an elementary school level In-Service Committee. The elementary committee shall consist of three (3) Board representatives one of whom shall be the Director of Elementary Education who shall chair or designate a chairman for the meeting. The Association may select three (3) representatives and each elementary school will be asked to send a representative elected by the local building faculty. The secondary school In-Service Committee shall have three (3) Board representatives one of whom shall be the Director of Secondary Instruction who shall chair or designate a chairman for the meeting. The Association may select three (3) representatives and each secondary school will be asked to send a representative elected by the local building faculty.

The In-Service Committee shall meet on the second Tuesday at the end of the pupils' school day. It shall be the function of each committee to plan in-service time as provided in the school calendar. The Agenda of any in-service time shall be announced two (2) weeks in advance of said time.

(2) The Royal Oak Education Association may send three (3) representatives to the Conference Attendance Committee. A maximum of nine (9) half days of release time will be provided for these Association members.

Section 8. Teacher Fitness Advisory Committee.

(a) Any teacher whose fitness to fulfill his assignment is questioned by the Board or the Association shall have the matter referred to a Teacher Fitness Advisory Committee. This Committee shall consist of two (2) representatives appointed by the Board and two (2) representatives appointed by the Association. Its function shall be to (1) recommend to the Superintendent and the Board of Education physical and/or psychological examination for any teacher and (2) to recommend retirement, leave of absence, termination or return to employment to the Superintendent and the Board of Education for any teacher. Actions taken by the Board

of Education in following the recommendations of this Committee shall not be subject to grievance under the terms of this Agreement. This committee shall have the right and power to require the appearance of any teacher before it and the right to consider all relevant evidence which is available. Refusal or inability of a teacher to appear before the Committee is considered as inability to perform teaching service and cause for termination of employment or dismissal.

(b) When a physical or psychological examination is recommended for any teacher, the choice of examiner shall be at the discretion of the Board and the cost of the examination will be borne by the Board.

(c) Any teacher who wishes to continue employment or return to employment wearing a cast or prosthetic device shall appear before the committee and be subject to its recommendations.

(d) The members of the Teacher Fitness Advisory Committee shall be appointed immediately upon the ratification of this Agreement, shall serve for the term of the Agreement, and be available during all months of the calendar year.

(e) This committee shall be empowered to consult with any medical and psychological experts.

(f) This committee shall convene as needed to consider specific cases and problems and notice of meetings will be channeled to the Superintendent or Assistant Superintendent of Schools.

(g) All proceedings and recommendations of said committee shall be confidential and forwarded only to the Superintendent of Schools and the Board of Education.

Section 9. City-wide departments or grade levels.

On a voluntary basis, teachers may wish to meet to co-ordinate system-wide activities. If this is the case the interested parties shall meet and elect a chairman for purposes of communication with members, the Instruction Department and the Curriculum Advisory Subcommittee. If such a committee exists, the Board may select an administrative representative to work with the committee. Any action of such a body should be sent to the Curriculum Advisory Subcommittee for approval.

ARTICLE IX

TEACHER PLACEMENT, TRANSFER AND RETIREMENT

Section 1. Qualifications of teachers.

- (a) Teachers on regular contract shall hold Michigan Life, Permanent, Provisional or Vocational Education certificates. In addition, the Board may employ teachers under contract with professional preparation from outside the State of Michigan if they have properly applied for Michigan certification.
- (b) All teachers shall present to the Board a negative tuberculin test or chest x-ray upon initial hiring and every year thereafter, as a condition of employment in the School District according to statute. Failure to present proper medical evidence of freedom from tuberculosis will terminate employment after the deadline set by State statute and regulations.
- (c) Every teacher shall present a statement of health history and physical examination upon initial hiring and once every five (5) years thereafter for continued employment. This must include a statement from the teacher's physician indicating that the teacher's health enables him to carry out his assigned duties.
- (d) Any teacher whose fitness to fulfill his assignment is questioned by the Board or the Association shall have the matter referred to the Teacher Fitness Advisory Committee for study and action as set forth in Article VIII of this Agreement.

Section 2. Assignment and transfers of teachers.

- (a) In case of a transfer to a different building location, the teacher shall be notified as soon as possible by U.S. mail or school mail and shall be given an opportunity to discuss the reasons for the transfer with the Assistant Superintendent.
- (b) Any teacher who must assume additional classroom responsibilities by decision of the Board or its designees, such as teaching an additional class hour in place of an absent teacher, shall receive remuneration as set forth in Article XX of this Agreement.

Section 3. Length of service.

- (a) Length of service as defined for this Agreement applies only to tenure teachers. 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 shall include the following: sabbatical leave; approved study leaves up to one year; military leaves up to four (4) years; layoff; and personal leaves for reasons of illness.

(3) Time not counted toward length of service shall include the following: personal leaves other than those described above; maternity leave; and time between resignation and rehire.

(b) Period 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 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 4. Vacancies.

(a) After each Board meeting a list of teacher resignations, leaves of absence, and retirements shall be posted in each building. Such posting 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 such notices.

(b) In the event that "layoff" provisions of this Agreement are instituted, vacancies occurring during such layoff period shall be filled by qualified personnel available and on layoff, according to length of service with longer service record teachers rehired first. Should qualified personnel on layoff not be available for any vacancy, the Board will hire a new teaching employee.

Section 5. Reduction in program and staff.

(a) In the event that the Board acts to curtail staff thereby causing layoffs for reasons such as financial hardships, enrollment shifts, or legislative enactment, the Board shall discuss layoffs with the Joint Committee twenty (20) calendar days before the effective layoff date for the purpose of informing the Association as to how such curtailments affect the teaching staff. In the case of staff reduction it shall be done in the following manner:

(1) 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 teacher must be properly certified by the State of Michigan, must meet North Central Association criteria where applicable, and if assigned to the seventh or eighth grade, teach in his major or minor field of specialization.

(2) 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. 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.

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

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

Section 6. 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 sixty-five (65) years.

Section 7. Assignment of teachers to supplementary salary contract positions.

(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 (1) 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 year unless given written notification of change by the last day of the school year teachers are on duty. Any changes made shall be discussed with the teacher concerned and reasons given for the change prior to formal action on 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.

(d) Continuation in supplementary salary positions cannot be guaranteed if programs are curtailed.

Section 8. 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 9. 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) Consideration in the selection of athletic coaches shall include but not be limited to the following:

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

(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, psychological, and maturity problems of children at the junior high level.

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

ARTICLE X

UNPAID LEAVES OF ABSENCE

Section 1. General provisions.

(a) All unpaid leaves of absence shall automatically expire June 30 of each school year.

(b) Failure of a teacher to request a return to employment, or leave of absence extension prior to July 1, is an automatic resignation cancelling all employment rights and leave-of-absence status.

(c) All fringe benefits cease as of the date a teacher goes on an unpaid leave of absence, except that a teacher who is granted such a leave effective in September of a school year shall receive benefits through the preceding month of August. See Section 1 (a) of Article XII on Procedures for Returning from Leaves.

(d) Unpaid leave up to five (5) days may be granted by the Superintendent or Assistant Superintendent of Schools. Unpaid leave in excess of five (5) days may be granted by the Board of Education upon recommendation of the Superintendent's office.

Section 2. 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 a full-time 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 work program related to his professional responsibilities.

(6) For hardship within the teacher's immediate family due to illness, injury, or the adoption of a child under five (5) years of age.

(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) Upon the return from any such leave, as set forth in subsections (1), (2), (3) and (4) above, 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. Teachers who take leave under the provisions of subsections (5) and (6) above shall have their salary computed upon their return to teaching in the District based upon the previous years of teaching according to the salary schedule formula.

Section 3. Extensions.

Two (2) extensions of all leaves may be given upon the recommendation of the Superintendent and approval of the Board of Education. It is the teacher's responsibility to request any extension of leave of absence by written request to the Superintendent.

Section 4. Health leaves.

Health leaves, when recommended by a physician, shall be granted for a period of one (1) year. At the end of such leave, the teacher must either return or request an extension as set forth in Section 1 (b). 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. The Superintendent shall give him an assignment to commence with the start of the next school year or sooner if a vacancy exists.

Section 5. Maternity leaves.

(a) A maternity leave of up to one (1) year shall be granted to a teacher, upon written request, who has obtained tenure status in the District. The leave shall commence no later than the beginning of the seventh (7th) month of pregnancy, but earlier termination of employment may begin

(1) if the teacher's physician so recommends, or

(2) if the teacher's attendance or work is affected by the pregnancy in the opinion of the principal as reviewed by the Teacher Fitness Advisory Committee, or

(3) a marking period in the secondary schools or a recess break in the elementary schools provide a better termination point.

(b) Return from such leave or from the termination of any pregnancy not covered by the maternity leave provisions of this contract shall be no earlier than six (6) weeks after the termination of the pregnancy or at such time as the teacher's physician deems the teacher physically able to return and perform all functions of a teacher.

(c) Sick leave may be used for absences of three (3) days or less for conditions due to pregnancy.

(d) In the case of a miscarriage, while the teacher is on the payroll, sick leave shall be available in accordance with the School District sick leave policy.

(e) The Association shall not be liable for any actions brought by teachers under the provisions of this Section 5.

Section 6. 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 National Education Association, Michigan Education Association, Royal Oak Education Association and staff positions. A teacher returning from leave provided in this paragraph shall be placed at the position on the salary schedule commensurate with his prior experience.

Section 7. Military service.

(a) Any teacher covered by the salary schedule 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;
- (3) he applies for re-employment within ninety (90) days 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 leaves of absence.

(c) 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 provided he (she) has attained tenure, not to exceed one (1) year and with renewal which may not exceed two (2). The spouse will not receive salary credit or annual increments while on such a military connected leave of absence.

Section 8. Other uses.

An unpaid leave of absence for purposes other than those enumerated in Section 2 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 forty-three (143) 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 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 (3) days for the metropolitan area, and five (5) 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;

- (4) for economic gain (for example, 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 "B" 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 (2) 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 leave expires or the long-term disability policy begins, 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.

(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 XXI. 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 September 1970, 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 XXI.

Section 6. Sabbatical leave.

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

ARTICLE XII

PROCEDURES FOR RETURNING FROM LEAVES

Section 1. Sick leave expiration.

(a) Any teacher who is ill and who exhausts his paid sick leave shall be granted an illness leave of absence pending a personal request for such leave to the Board of Education. Teachers on an illness leave of absence shall have an extension of medical and insurance coverage benefits beyond their last pay date as follows:

Blue Cross/Blue Shield - the first day of the next calendar month after they are no longer on the payroll;

Life Insurance - one calendar year after leaving the payroll.

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

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

Section 2. Absence without authorized leave of absence.

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

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

Section 3. Priority on return from unpaid leaves.

A teacher who requests a return from an unpaid leave of absence shall be placed in a position for which he is legally qualified as defined in Article IX, Section 5, provided such a position is open at the beginning of the new school year following his request to return.

An open position is one which is unfilled or held by a non-tenure teacher.

Should a limited number of open positions be available, priorities on returning unpaid leaves of absence shall be as follows:

(a) Tenure teachers returning from unpaid leaves of absence shall have job priority over probationary teachers in filling positions at the beginning of each school year. Tenure teachers and probationary teachers

returning from military leaves of absence shall have priority over all other tenure teachers in filling positions at the beginning of the school year.

(b) Tenure teachers returning from all other unpaid leaves of absence shall have job priority in relation to other tenure teachers based on length of service.

ARTICLE XIII

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 services 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 the classroom. A teacher's classroom performance shall be evaluated by observations and other evidence of the teacher's classroom activities and submitted to the teacher's personnel file on the form illustrated in Appendix "C." Any partial observation 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) The evaluator shall notify the teacher in advance of his intention to observe the teacher's classroom or work assignment. The evaluator will notify the teacher of two (2) possible dates and times when the evaluation is anticipated, and 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 on the form illustrated in Appendix "D"; said form shall be in the possession of the evaluator prior to said visit; it 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.

In the event that the evaluator finds it impossible to be present for the observation at the times and dates indicated in subsection (c), the process shall begin again. A portion of the principal's evaluation of probationary teachers may be based upon unscheduled visits to the teacher's classroom or work assignment.

(d) All evaluation reports shall be made in writing and shall be based upon an observation of not less than one (1) thirty-minute session or two (2) twenty-minute sessions. In order for the evaluator to prepare said evaluation, a conference between the evaluator and the teacher who has been observed shall be held within ten (10) school days after the evaluator has completed his last observation or observations, during which conference the evaluator shall discuss with the teacher the statements which are to be made on said Evaluation Form. A copy of said evaluation shall be given to the teacher. Should the teacher so desire, 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 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 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.

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.

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) thirty-minute periods (or two twenty-minute periods may be substituted for one thirty-minute period) during the first year of probation. The Board agrees that the formal observation and subsequent evaluation conferences which follow probation procedure shall be distributed throughout the school year. Similar observations shall be made no less than two (2) times during the second probationary year, but not during the first three (3) weeks

of the school year. 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, 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) school days of the probationary year, with the advice, where available, of the Building Professional Relations Committee. The teaching coach shall be a tenure teacher and insofar as possible have a minimum of five (5) years teaching experience and shall be engaged in teaching within the same building or discipline as the probationer. It shall be the duty of the teaching coach to assist and counsel the probationer in acclimating to the teaching profession and the school system. Insofar as possible, the coach shall also attend the conferences between the evaluator and the probationary teacher for the purpose of hearing the evaluation discussed. 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. The second portion of the form illustrated in Appendix "D" may be used for the purpose of making a reply to conference reports.

(d) The Building Professional Relations Committee shall have as its responsibility consultation with probationers in the following respects:

- (1) evidence of professional growth as it affects the other members of the building staff;
- (2) adjustment to building procedures in situations where adjustment or failure is of concern to other members of the building staff;
- (3) relations with fellow teachers, strictly limited to professional matters.

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

- (1) first week in September -- meet with all probationers;
- (2) during November, no later than December 12 -- hold an individual conference with each probationer;

- (3) in February, meet with all probationers and with individual probationers if the Committee deems it advisable or the probationer so requests.

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

(e) Statements to conclude each year. No later than ninety (90) days prior to the end of each probationary year, written recommendation shall be furnished to the Superintendent for each probationer by the Building Professional Relations Committee as set forth above; another recommendation shall be furnished by the building principal. A copy of each recommendation shall be furnished to the probationer. If either recommendation contains any information not previously made known to and discussed with the probationer, he shall have an opportunity to submit additional written comments to the Superintendent. In the event that the recommendations of the Building Professional Relations Committee and the building principal are in disagreement with respect to any probationer, the Superintendent or his designee shall meet with the Committee in an effort to resolve the disagreement or to gather additional information.

(f) Right to hearing. A probationary teacher whose probation has been terminated because of unsatisfactory teaching, in the opinion of the Board, shall have the right to a hearing before the Board or its representative upon the request of the teacher, made within thirty (30) days of the receipt of notice of termination. Such hearing shall be held within thirty (30) days of the receipt of such request, unless otherwise provided for by the parties.

Section 4. Exemption from grievance procedure.

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

ARTICLE XIV

TEACHER SELF EVALUATION

Section 1. General provisions.

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

Section 2. Nature of evaluation.

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

Section 3. Provision of equipment.

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

ARTICLE XV

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) current 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 XIII;
- (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 XIII 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).

Section 2. Right to inspection.

Each teacher shall have the right, upon request and appointment, 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.

Section 4. Disclosure of file outside district.

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

ARTICLE XVI

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 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.

(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.

ARTICLE XVII

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 and 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 two hundred (200) minutes of planning time per week.

Section 3. Junior high teacher load.

All junior high teachers shall have five (5) class assignments, one (1) planning period and one (1) "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 (5) class hours of pupil contact. All senior high school teachers shall have one (1) 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) pupils in all classes in English, foreign language, social studies, business, and mathematics, except for those classes listed below:

English 1S.....25	General Mathematics..25	General Homemaking.....24
ESSM Block.....25	Office Machines.....24	Clothing.....24
English 2S.....25	Model Office.....24	Foods.....24
ESSM Block 2.....25	Shorthand II.....28	Kimball General Metals..20
Adv. Composition..21	Dondero Metal Shop...20	Graphic Arts.....16
Basic Mathematics.25	Kimball Machine Shop.18	Advanced Graphic Arts...16
Biology.....29	Advance Machine Shop.16	Woodshop.....20
Chemistry.....29	All Drawing Classes..29	Advanced Woodshop.....20
Physics.....29	Advanced Art Sel.....28	Metal Crafts.....20
General Science...29	Music Theory.....30	Auto Shop.....18
Senior Science....29	Orchestra.....60	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 laboratory stations necessary)...20
Home Economics.....24	Expanded Exploratory
Art.....30	(where laboratory stations unnecessary).30

(c) The elementary class size limitation recommendation shall be thirty (30) pupils, except for additional limitation established by the Joint Committee in implementing its class size guidelines, as set forth in Subsection (f) below.

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

(e) When a class size of a teacher for any class period exceeds the above limit recommendation any time after the fourth Friday of September count, the teacher may petition for relief or assistance to the Joint Committee, giving the particulars of the situation. It is recognized that some classes may exceed the recommended limit without creating an unusual problem for the teacher. All petitions for relief or assistance should include rationale for the particular situation and all petitions will have to be weighed on their relative merits.

(f) The Joint Committee shall receive all teacher petitions, gathering information from all necessary sources. The Joint Committee shall give first priority to further limitation of certain elementary classes according to the following guide:

Kindergarten -- twenty-eight (28) pupils;
First Grade -- twenty-eight (28) pupils.

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

(g) The Joint Committee shall have a class size adjustment fund in the amount of sixty thousand dollars (\$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 kindergarten and first grade provision, additional teachers may be hired with a corresponding deduction for each additional teacher of the amount of each teacher's contractual salary.

(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) The Board recognizes that emotionally disturbed children are entitled to the best professional efforts of all teaching personnel. If a child appears to the teacher to be emotionally disturbed, the teacher shall refer the child to the principal for evaluation by the school diagnostician and/or other appropriate personnel. Consultation, testing or other examinations shall be provided as soon thereafter as availability of needed personnel permits.

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

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

(d) In the event a child is recommended to be placed in the Adjusted Studies Program, placement shall be made as early as possible. The child who is awaiting such placement shall be placed on the waiting list for the program, and the teacher shall receive all possible advice and assistance from other professional personnel relative to the needs of the child.

ARTICLE XVIII

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 XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of the 23rd day of August, 1971 and shall continue in force and effect until midnight of the 20th day of August, 1972. Provided, however, that the parties will negotiate salaries and insurance benefits set forth in Articles XX and XXI of this Agreement. The current salaries and insurance benefits set forth in this Agreement shall continue in effect until November 14, 1971 or until substitute provisions are agreed to by the parties, whichever date is sooner. In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the _____ day of September, 1971.

ARTICLES XX AND XXI

Provisions of Articles XVII and XVIII of the 1970-71 Master Agreement between the Board of Education and the Royal Oak Education Association which govern salaries and insurance benefits are extended until midnight November 14, 1971 and may be further extended until substitute provisions are agreed to by the parties.

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

ROYAL OAK EDUCATION
ASSOCIATION

By _____

By _____

APPENDIX "A"

MEMORANDUM OF UNDERSTANDING REGARDING VOCATIONAL EDUCATION CENTER

This memorandum of understanding is entered into this _____ day of _____, 1971, by and between the Board of Education of the School District 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"

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 "C"

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.

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

 Evaluator's Signature Date Teacher's Signature Date

APPENDIX "D"

TEACHER'S RECORD OF CLASSROOM OBSERVATION

Teacher's Name _____

Date _____ Class _____ Hour _____

Please complete before the observation:

1. My objectives in the lesson are:

2. Special methods planned for these objectives:

3. Comments to aid administrator (optional):

Please complete after the observation:

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

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

3. Additional comments (optional):

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