



MASTER AGREEMENT

BETWEEN THE

ROYAL OAK EDUCATION ASSOCIATION

AND THE

ROYAL OAK BOARD OF EDUCATION

2006-2007
2007-2008
2008-2009

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School District of the City of Royal Oak

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AGREEMENT

This Agreement is made and entered into this 1st day of September, 2006, 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 A. Members of Bargaining Unit Defined

1. The Board recognizes the Association as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all certified teachers and for all teachers who hold Vocational Education Certificates under contract to the Board, as well as licensed Therapists, I.M.C. Librarian, Head Teachers, Department Heads, and School Social Workers who are under contract or on leave compensated by the Board. Supervisory and administrative personnel who are excluded from representation are the Superintendent, Assistant Superintendents, Executive Directors, Building Principals, Assistant Principals, Managers, Administrative Assistants, Supervisors, School Psychologists and substitute teachers.

Section B. Board and Representatives Defined

The term "Board" when used hereinafter in this Agreement, shall refer to the Board of Education and its authorized representatives, namely, supervisory and administrative personnel such as the Superintendent, Assistant Superintendents, Executive Directors, Managers, Supervisors, Administrative Assistants, Principals, and Assistant Principals.

Section C. Title of Teacher Defined

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

Section D. Exclusive Bargaining Right

The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent the Board or its designated representative from meeting with any teacher or group of teachers for the purpose of hearing and discussing their views, provided, however, that the Board will not engage in collective bargaining with any group other than the Royal Oak Education Association.

Section E. Primacy of Agreement

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

Section F. Primacy Over Contrary Policies

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

Section G. Severability

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

ARTICLE II

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

Section A. Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the Royal Oak School District, and to direct its employees. The Association recognizes these Board rights as conferred by the laws and the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School System, including, but not expressly limited to, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employees' working hours.
2. 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;

3. to establish levels and courses of instruction after consultation with the appropriate members of the teaching staff, to establish special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;
4. to provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program after consultation with the appropriate members of the teaching staff;
5. to determine class schedules after considering the needs of the teachers and the program, to determine hours of instruction, and the duties, responsibilities and assignments of teacher subject to the express provisions of this Agreement.

Section B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement.

ARTICLE III

EDUCATION ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section A. Professional Information

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

Section B. Scope of Involvement

1. In accordance with the recognition by both parties of the Association's responsibility as exclusive bargaining representative, the Association shall be able to act as representative in matters of contract interpretation which affect the working conditions of teachers, both individually and as a group.
2. The Association may request and the Board shall provide any pertinent information which forms a basis for any grievance by any or all teachers as well as information concerning any action which results in the discipline, reprimand, demotion or deduction in compensation of any or all teachers. All pertinent information in the possession of the Association shall be shared with the Board.

Section C. Building Usage

Upon written request to the superintendent's office, or to the administrator in charge of the building in question, the Association and its representatives shall have the right to

use school buildings at all reasonable hours for meetings, consistent with the Board policy relating to the use of school premises, provided such use shall not conflict with activities previously recorded as scheduled for the same specific area. The Association shall not be charged for use of facilities under this provision, except that when the expense of special custodial or technical service is required, the Board may make an appropriate charge therefor.

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

Section D. Communications in Schools

The Association shall have the right to post notices of Association activities on bulletin boards designed for Association use in each school building. All such notices shall contain the official imprint of the Association or the signature or facsimile of an Association officer, including building representatives.

The Association may use the district mail service and teacher mailboxes for communications to teacher. The Board will provide the Association with daily mail service. It is understood that mail pickup and delivery will occur each school day. The Association agrees that this is a service and that all school mail must be ready when the driver arrives and will be available to an office within the School District or at the Association office.

Section E. Association Business Days

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

No one teacher, except the president, shall use more than eleven (11) Association leave days in any one school year, unless prior written approval is received from the superintendent or designee.

2. In the event that the Association makes use of the entire sum of forty (40) leave days before the end of the school year, the Association shall have the right to use additional days for Association business upon application as set forth in subsection 1, above; the Association shall reimburse the Board for the actual cost of the replacement teachers who are required in such event.
3. The Association president shall be granted two (2) clock hours, 120 minutes, of release time per school day for the purpose of conducting Association business.

Section F. Rights to Maintain Organization

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

Section G. Membership in the Association

1. As a condition of employment, all teachers have the choice of either joining and paying professional dues of the Association or paying to the Association a representation fee to be determined by the Association. In no event shall the representation fee be greater than the dues of the Association (including the Michigan Education Association and the National Education Association. The Board agrees to deduct from the wages of each employee, who has signed a written authorization allowing such deduction, the dues or representation fee. In the event that the teacher fails to pay the dues of the Association, or a representation fee, the failure shall be considered by both parties as just and reasonable cause for dismissal.
2. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - a. The Association shall notify the teacher of noncompliance by certified mail, return receipt request. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.
 - b. If a teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charge.
 - c. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.
3. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation fee, the Board agrees promptly to disburse said sums upon direction of the Association. Prompt notification will be made to the Board of such payment in the event that cash payments have been made directly to the Association.
4. The Association agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of this section of the Agreement,

provided, however, that the damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

Section H. Orientation of New Teachers

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

Section I. Millage

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

ARTICLE IV

TEACHERS' RIGHTS AND RESPONSIBILITIES

Section A. General Provisions

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

Provided, however, notwithstanding the provisions set forth above, the discharge of a probationary teacher by the Board shall not be deemed a violation of the Collective Bargaining Agreement nor be the basis of a grievance. The probationary teacher may, prior to the effective date of discharge, request an interview with the superintendent, or his/her designee, to review the reason(s) why he/she was recommended for discharge. The Board's decision to discharge the teacher shall be fully effective whether or not an interview is requested or takes place.

2. No teacher shall be formally reprimanded in the presence of parents, students, or bargaining unit members, except as provided in subsection 3, below.
3. A teacher shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined, in writing, for any alleged infraction of rules or delinquency in professional performance. The administrator shall notify the teacher and the Association prior to a conference when the conference may result in a written reprimand, warning or discipline of the teacher for any alleged infraction of rules or delinquency in professional performance and such writing is to become part of the teacher's personnel record.
 - a. Teachers are entitled to representation in conferences with Administrator(s) if during the course of the conference, the teacher has reasonable belief that the conference could result in discipline. The conference shall be discontinued until the teacher's representative can be present.

- b. The conference shall be held within three (3) school days, unless there is an immediate need to meet before the end of the school day, in which case coverage will be provided for the teacher and his/her representative to attend the conference.
4. All monitoring or observation of classroom teaching performance by any electronic device on the part of the Board will be with the knowledge and consent of the teacher.

Section B. Safety of Students

1. Teachers are expected to render reasonable assistance to any injured pupil.
2. Teachers shall not be required to administer medication.
3. The Board is committed to enhancing its security systems as it renovates its existing school buildings.

Section C. Use of Physical Force

1. A teacher who uses physical force upon a student which is not in compliance with the provisions of the Revised School Code shall be disciplined. The Revised School Code provides that a teacher may use reasonable physical force upon a student as may be necessary to (a) restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts; (b) for self-defense or the defense of another; (c) prevent a pupil from inflicting harm on him/herself; (d) quell a disturbance that threatens physical injury to any person; (e) obtain possession of a weapon or other dangerous object upon or within the control of a pupil; (f) protect property. 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, 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 indicate in writing to the teacher that he/she has received the report, and also the disposition of the case, before the pupil shall return.
2. When a teacher sends a pupil from the classroom to the principal's office, for disciplinary purposes, the teacher shall indicate the reason and receive a direct report from the principal or assistant principal indicating the handling of the matter prior to or upon the return of the pupil to the teacher's classroom.

Section D. Legal Protection of Teacher

1. The Board shall continue to provide teachers with public liability insurance, subject to the policy limits and the terms, provisions and exclusions of the liability policy, or plan, which provides legal defense and covered damages from civil liability arising from actions taken in good faith and within the scope of their employment. Provisions for compensating teachers who must be absent from school as a result of civil action incident to their employment is set forth in Article XI, Section D, 2, d.
2. Any case of assault or battery upon a teacher while in the course of employment, or because of the teacher's employment, shall be promptly reported to the Board or its designee. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and shall promptly render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
3. Provided the affected teacher files a police incident report, the Board will reimburse teachers up to one hundred dollars (\$100.00) for the financial loss as a result of the theft of personal equipment providing:
 - a. loss is the result of a forced entry into the area where the equipment was locked;
 - b. prior notice and written approval of the principal has been obtained for the use of said equipment in the building.
4. Legally required fingerprinting of, and criminal history checks for, members of the bargaining unit shall be performed during the 2007-08 school year at times and locations prescribed by the School District at times during the teacher work day, including any planning time. A teacher who does not complete these procedures at the time scheduled by the School District shall be responsible for arranging for and completing these processes on his or her own time within two (2) weeks of the date that the teacher had been scheduled to complete these processes by the School District for the 2007-08 school year only, the teachers who comply with the above, all costs shall be borne by the School District, provided however that the cost to the School District shall not exceed the cost that the School District would have paid had the teacher completed the procedures at the time and place originally scheduled. Any teacher who does not complete these procedures as set forth above shall be responsible for incurring the full costs of these procedures, unless the School District receives reimbursement from the State for such costs, at which time the teacher incurring such costs shall receive reimbursement from the School District. Following the District scheduled fingerprinting process, the legally required fingerprinting, and criminal history checks will become part of the hiring process.

Section E. Student Evaluation

1. It is the joint responsibility of the administration and teaching staff to evaluate pupil progress. The initial responsibility for evaluating student progress shall rest with the teacher.
2. Changes in an evaluation made by an administrator must indicate that it occurred through administrative action and must be preceded by providing the teacher with specific reason(s) and an opportunity for input prior to the evaluation change.
3. Teachers shall have the right to review the academic records of their pupils in the appropriate offices where such records are kept.

Section F. Student Discipline Policies

The Board and the Association recognize the need for a uniform pupil disciplinary policy in the District.

The Board shall develop and promulgate rules and regulations regarding the discipline, suspension, and expulsion of students. Such rules and regulations shall be publicized by the Board. It shall be the responsibility of the administration and teachers to enforce the rules and regulations so adopted. It is also agreed that such policies shall be enforced fairly and consistently. All such rules and regulations shall be in conformity with such guidelines as are issued by the State of Michigan. Policies shall be distributed to teachers, pupils and parents.

Each building shall develop its procedures for implementing these policies.

Section G. Instructional Improvement and Curriculum

Should a teacher or group of teachers propose a new or different course of study, teaching method, or other instructional innovation, such proposal shall be submitted to the appropriate department head or chairperson and the principal for approval. The proposal shall include a written outline of the proposed plan, a statement of objectives, and the methods, supplies, and equipment needed, as well as a suggested means of evaluation. If the proposal will affect more than one (1) 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 superintendent or designee for consideration, with a copy to the Curriculum Subcommittee. After due consideration the teacher(s) shall receive prompt written notice of the disposition of the teacher's(s') proposal citing reasons from the superintendent or designee.

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

1. Teacher's request to attend conferences shall be submitted through the Principal.
2. At the discretion of the superintendent or designee, a limited portion of in-service education funds may be expended for visitation by classroom teachers to other

classrooms and programs. Applications for such visitations should be processed through the building principal as professional conference attendance requests.

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

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

Section I. Copyrights

Each teacher shall be individually responsible for his/her violation of the copyright laws.

Section J. Performance Contracting

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

Section K. Tuition Reimbursement

1. The Curriculum Subcommittee may recommend to the Joint Committee and the superintendent or designee that the Board provide a credit or noncredit course or courses for certain teachers in order to improve the School District's educational program. Such a course or courses will be provided on the basis of the Board paying for tuition, basic required fees and materials. Prior approval of the Board is required for any enrollment before the aforementioned costs will be met or reimbursed.
2. A teacher may initiate a request for tuition, basic required fees and materials in a course which will be of immediate and essential need to the District's educational program. Such request will be considered by the Curriculum Subcommittee as described in subsection 1, above.

Section L. Lounge and Lunchroom

The Board shall make available in each school a lunchroom, rest room, and lavatory facility 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.

The aforementioned adult facilities shall be off limits to pupils.

No meetings, general staffing, conferences, etc. shall be held in the staff lounge, except in the case of emergencies (during the school day) if no other appropriate room is available.

Section M. Telephone

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

The Board shall provide a telephone for the use of teachers in each school building and shall make every reasonable effort to have it placed to insure privacy.

Section N. Parking Lots

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

Section O. Buildings

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

Section P. Teacher Reference Libraries

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

Section Q. Teacher Use of Mail Service

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

Section R. Rooms for Special Personnel

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

Section S. Orders for Supplies and Equipment

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

Section T. Field Trips

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

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

Section U. Vending Machines

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

Section V. Limitation of Counselor's Duties

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

Section W. Royal Oak Schools Substitute Call Procedure

Each school year the teachers will be advised by the Board of the substitute call-in procedure to be utilized. Under the procedure, teachers must notify the Board by 7:00 a.m. or one hour before they are scheduled to report, whichever is earliest.

Section X. Safety Glasses

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

Section Y - Technology Use and Technology Training

1. The School District of the City of Royal Oak is providing students and employees with access to the school district's computer system, which includes access to the internet. The school district expects that, with proper use, this computer system will benefit our students and staff.

Teachers using the system will follow the guidelines specified in the Technology Use Policy #2435.

This policy and related procedures will be distributed in the building on an annual basis.

2. Bargaining unit members shall not be disciplined for students' misuse of the internet as long as the policy and procedures have been followed.

- a. Bargaining unit members' use of the internet is appropriate under all of the following circumstances:
- (1) Support of the academic program;
 - (2) Telecommunications;
 - (3) Association activities; and
 - (4) Reasonable personal usage to the extent that such use does not violate any express prohibitions of this agreement or district policies and procedures, and does not interfere with the bargaining unit members' assigned duties and responsibilities.
3. The parties recognize that the School District of the City of Royal Oak is the owner of the technology system. It thus reserves the right to log on and monitor the technology system, hard drive, and all files on its technology system.
4. The District's annual professional development plan will include training in the technologies relevant to grade level or subject areas.
5. The evaluation process may include technology integration based upon the guidelines stated on page 6 of the Evaluation Handbook.

ARTICLE V

CIVIL RIGHTS

Section A. Commitment of Parties

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

1. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, religion, national origin, age, sex, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position in executing all provisions of this Agreement, but especially in respect to hiring, placement, and assignment of teaching personnel.
2. The Association agrees to continue to admit persons to the full rights of membership and to represent all employees without discrimination on the basis of race, creed, religion, national origin, age, sex, marital status, sexual orientation or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Section B. Implementation

1. The Board and Association agree to uphold the civil rights of all persons who are party to this Agreement. Both parties shall promote the employment of members of minority groups on the professional staff of the district.
2. Both parties shall encourage adoption of curriculum and utilization of media which reflect the multi-ethnic nature of our society, a sensitivity to prejudice and stereotype.

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

3. It shall be the continuing responsibility of the Joint Committee and subcommittees to develop programs which will encourage:
 - a. open communication for the improvement of human relations in the district;
 - b. staff and student involvement in curriculum study, courses and activities for cultural and enrichment purposes; by way of example, teach-ins, exchange days, early release days;
 - c. adoption of learning and curriculum materials which advance the aims of human relations.

ARTICLE VI

DEPARTMENT HEADS AND DEPARTMENT CHAIRPERSONS

Section A. Senior High School Department Heads

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

three (3) – twelve (12) teachers – one class period
thirteen (13) – twenty-one (21) teachers – two class periods
twenty-two (22) and more teachers – three class periods
2. The person designated as Department Head will not be counted as being in the department when considering the released hours or additional pay.
3. The Department Head for Counseling and Guidance shall have a student load not to exceed two-thirds (2/3) of the average load (counselor-counselee) experienced by other counselors.

Section B. Middle School Department Chairpersons

1. Each middle school department chairperson of English, Social Studies, Mathematics, and Science shall be released the first Friday afternoon of each month during the school year, unless an alternate time is agreed to by the principal and department chairperson to carry out department functions as developed with the principal. The selection of any additional time shall be cooperatively determined by the principal and department chairperson.
2. The department chairperson shall be recommended by the principal and functions shall include but not be limited to the following:
 - a. prepare agendas;
 - b. call and chair departmental meetings according to schedule;
 - c. communicate with the principal about department activities;
 - d. advise and aid the principal in departmental needs, problems, and requisitions;
 - e. orient new teachers to the building policies and departmental objectives and programs.

ARTICLE VII

TEACHING HOURS AND TEACHING CONDITIONS

Section A. Teaching Hours

1. Teachers' work week shall be comprised of thirty-six and one-quarter (36¼) hours.
2. All kindergarten through fifth grade teachers shall have two hundred (200) minutes of designated planning time per week. Half time kindergarten teachers will benefit proportionately. Flexible scheduling on a building-wide basis, may be utilized, providing a plan for the flexible schedule does not reduce the student instructional day. The plan must be submitted to the Joint Committee for its approval by the first student day of the school year and/or semester

Designated planning time may be provided by releasing teachers from pupil contact during scheduled elementary specials and pilot programs. If possible, classroom teachers' designated planning time shall be spread across not less than four (4) days per week.

Art, physical education, foreign language and music are an integral portion of the elementary curriculum of the Royal Oak School District. Teachers of these classes will be provided two hundred (200) minutes of planning time in minimum blocks of fifteen (15) minutes.

This designated planning time shall not include travel time between buildings. The Board will make a reasonable effort to provide a balance of designated planning time between buildings.

3. Senior high teachers shall post their scheduled hours of arrival and departure with the principal, principal's designee or supervisor.

The secondary teacher's schedule may be comprised of seven and one-quarter ($7\frac{1}{4}$) hours per work day, not more than thirty-six and one-quarter ($36\frac{1}{4}$) hours per work week. The seven and one-quarter ($7\frac{1}{4}$) hours work day shall minimally separate a full-time teacher's morning arrival from a full-time teacher's afternoon departure provided that the teacher shall report no less than five (5) minutes before the teacher's first scheduled responsibility or teaching assignment and depart no earlier than five (5) minutes after the teacher's last scheduled responsibility or teaching assignment.

Flexible scheduling at the secondary level, on a building-wide basis, may be utilized, providing a plan for the flexible schedule does not reduce the student instructional day; is not designed to increase time for faculty meetings; is developed by the Building Faculty Committee (BFC) and the principal; and has the approval of fifty-one percent (51%) of the teachers assigned to the building. The flexible plan must be submitted to the Joint Committee for its approval by the first student day of the school year and/or semester.

All middle and senior high school teachers shall teach no more than five (5) clock hours of pupil contact. (See Letter of Understanding in Appendix F7).

All senior high school teachers shall have one (1) class hour designated as their planning period. All middle school teachers shall have two hundred fifty (250) minutes per week for individual planning time and teachers teaming shall have an additional weekly minimum of one hundred fifty (150) minutes for team member planning. Teachers of special subjects are not defined to be members of a team for purposes of additional planning time.

Section B. The Teacher Day

1. Teachers shall be involved daily in activities of a clearly professional nature related to the school during the stated school hours except for the lunch period.

When both the teacher and the principal feel there is a matter which requires attention after the normal workday, the teacher will be expected to remain.

2. The Board and the Association recognize and agree that the teachers' responsibilities to their students and their profession entail the performance of duties and expenditures of time beyond classroom hours. It is recognized that teachers' duties are professional duties and, therefore, difficult to express in terms of a fixed number of hours per day or week. Teachers in fulfilling their professional obligations shall confer with parents upon reasonable notice.

The Board and the Association recognize that good community relations are enhanced by regular attendance at school-sponsored activities and meetings or parent groups and so encourage all employees of Royal Oak Schools to participate in these functions.

It is further expected that each teacher shall attend three (3) specified meetings per year, if planned by the school, to meet parents during the evening. In the event a teacher shall be required to report for duty on weekends or holidays, compensatory time will be provided.

3. Formal reporting conferences that are held with parents during evening hours are in addition to the evening meetings outlined in subsection 2, above and arranged with compensatory time off for the teacher during the day.
4. Teacher participation in a moderate number of school-sponsored extra-curricular activities is a responsibility which may rightfully be asked of teachers on a shared and equitable basis.
5. In order to meet state requirements all students will receive 1098 hours of instruction-

Section C. Teachers' Meetings

1. All members of the bargaining unit shall make their time available on Tuesdays during the school year based on the following: *six (6)* thirty (30) minute meetings per year for business matters and six (6) ninety (90) minute meetings at the secondary level for department meetings or Accreditation/School Improvement activities, and nine (9) sixty (60) minute meetings at the elementary level for department meetings or Accreditation/School Improvement activities. All teachers have a responsibility to attend such meetings and to extend every effort to contribute to the success of such meetings.

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

Department meetings will be arranged by the department head to equalize time obligations throughout the school year.

2. At the beginning of each school year, the district shall provide the staff with a tentative schedule of the Tuesday meetings and/or activities.
3. Elementary and middle schools may wish to combine special planning and meeting times on a more frequent and even daily basis in lieu of the regular Tuesday meeting schedules. Individual buildings may depart from the above schedule upon approval of the principal and a majority vote of the building faculty, providing that the new schedule does not conflict with established meeting times of city-wide committees.

4. Special building faculty meetings may be called by the principal with the concurrence of the Building Faculty Committee (BFC). Emergency building faculty meetings, however, may be called by the principal. An emergency shall be defined as an unforeseen or unexpected circumstance which requires immediate action.
5. Agendas for building faculty meetings shall be devised in accordance with the following principles:
 - a. The Building Faculty Committee (BFC) shall meet with the principal no less than three (3) school days prior to the proposed date of the meeting, the time agreed to by the principal and the Chairperson of the Building Faculty Committee (BFC). It shall be the responsibility of the Building Faculty Committee (BFC) to have a majority of its members present.
 - b. It is understood that any member of the staff can suggest an item for the agenda of a meeting.
 - c. If a meeting is to be held, a written agenda shall be distributed to the staff at least by noon on the schedule day before the meeting.

Section D. Workday of Special Teachers

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

Section E. Lunch Hours

All teachers shall have a lunch period as follows:

1. Elementary school teachers shall have a lunch period of fifty-three (53) minutes. 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

Full time kindergarten teachers, when assigned to two (2) buildings, shall have a combined fifty-eight (58) minute period for lunch/travel and a seven (7) hour workday. Further, it is the understanding of the parties that every attempt will be made to schedule the specials of kindergarten teachers who are split between buildings at the end of the a.m. session and/or at the beginning of the p.m. session.

2. All secondary school teachers shall have a duty-free lunch period equivalent to the length of the students' lunch period. However, any time beyond thirty-five (35) minutes shall, at the Board's discretion, be considered travel and/or planning time.

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

Section F. Probationary Teacher Professional Development

1. Pursuant to Section 1526 of the Michigan School: For the first 3 years of his or her employment in Royal Oak Schools, a teacher shall be assigned by the school in which he or she teaches to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. During the 3-year period, the teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the State requirements, including classroom management and instructional delivery. During the 3 year period, the intensive professional development induction into teaching shall consist of at least 15 days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

2. Teachers holding tenure from another district shall, if not awarded tenure when hired in Royal Oak, participate in five (5) days of professional development as described in sub-section 1 above in each of their two probationary years.

ARTICLE VIII

COMMITTEES

Section A. General Provisions

1. Those advisory committees which shall be formed by the Board and the Association are as follows:
 - a. the Joint Royal Oak Education Association – Board committee (hereinafter referred to as the Joint Committee);
 - b. the Curriculum Subcommittee.
2. The subcommittee(s) shall report problems and progress, as necessary, to the Joint Committee.
3. In addition, in each school building there will be a Building Faculty Committee (BFC) as set forth in Section C below.
4. During the first week of each school year, all members of the bargaining unit in each building shall have the opportunity to meet for one (1) hour to organize into appropriate committees. By the end of the month of September, the Board and the Association shall exchange names of the members of the Joint Committee and its subcommittees.
5. Nothing in this Article shall be construed to prevent the voluntary formation of additional committees for the consideration of education problems, nor shall the

Board be limited in its responsibility for operation of the schools in accordance with its statutory obligations and the terms of this Agreement.

Section B. Joint Royal Oak Education Association-Board Committee

1. The Joint Committee shall meet on the fourth Wednesday of each month during the school year to discuss matters of instructional and administrative concern and to receive inquiries and resolve conflicts in the interpretation of this Agreement. 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.

The Committee shall be comprised of two (2) representatives from the Board and two (2) representatives from the Association.

2. The Committee shall meet at times during, but not limited to, school hours beginning at 1:00 p.m. Association representatives on said committee shall be accorded released time from regular duties and without cost to the Association or to said representatives, in order to attend regularly scheduled meetings. Additional meetings may be held upon agreement of the parties.
3. The parties shall exchange agendas not later than one (1) week prior to the next scheduled meeting. Additions to an agenda may be made by either party at any time prior to twenty-four (24) hours before the scheduled meeting is to take place. If neither party proposes an agenda in accordance with the stated limitations, the scheduled meeting shall automatically be cancelled.
4. Terms of office for Committee members shall be determined by the respective parties for their own members as they shall individually decide.
5. A summary of topics discussed and resolutions and recommendations of the Committee shall be sent to the Secretary of the Board of Education and posted in each building within ten (10) days of the concurrence of the minutes.
6. Denial of approval for conference attendance by teachers is a proper subject for review by the Joint Committee. The Board shall provide funding for conference attendance.

Section C. Building Faculty Committee (BFC)

1. Each Building Faculty Committee (BFC) shall consist of three (3) members in the elementary schools and four (4) members in the secondary schools, plus one (1) ROEA building representative. Effective upon ratification of this Agreement by both parties, the BFC at the high school shall consist of five (5) members, plus one (1) ROEA building representative. Effective with the 2007-2008 school year, the BFC at the middle school shall consist of five (5) members, plus one (1) ROEA building representative. Wherever practical in secondary schools, Building Faculty Committee (BFC) members should be assigned a common planning hour. It is

therefore recommended that the Building Faculty Committees (BFC) be elected (for the subsequent school year) at an Association meeting immediately following a faculty meeting in May or June, but no later than the first week of school. It is also recommended that the terms of two (2) of the Building Faculty Committee (BFC) members overlap to ensure continuity.

2. The Building Faculty Committee (BFC) shall:
 - a. meet with the building administrator (principal) as often as deemed necessary, but not less than once per month.
 - b. share the responsibility with the principal in the preparation of a total agenda for faculty meetings which will reflect the needs and concerns of the School District and a majority of the staff. In the event of disagreement between the principal and said Committee, either party may present the item but shall make known to the faculty during the meeting that said item is included over the objections of the other party. In the event that the order of the agenda items cannot be agreed upon, then the responsibility shall be the principal's. Association matters shall not be part of the faculty-meeting agenda, but should be handled at an association meeting which can be held immediately after the meeting.
 - c. advise the building administrator (principal) of the practical effects of administrative policies and procedures including, but not limited to, duty assignments; student behavior and discipline; grade/class assignments; budget matters; outside speaker selections; in-service training sessions; instructional issues; use of compensatory time; establishment of ad hoc committees; in-service training surveys; and contractual issues.
 - d. the BFC should assist the building administrator (principal) in planning building in-service meetings. In addition, an individual BFC can make suggestions to the Curriculum Subcommittee for city-wide in-service meetings. In all instances, requests for multi-building in-service meetings should be submitted to the Curriculum Subcommittee.
 - e. act as the Association's internal review committee in attempting to resolve problems and/or matters relating to its members. This provision is not intended to prevent a teacher from presenting problems and/or matters directly to his/her administrator or bypass the building administrator's role in resolving problems and/or matters directly with the teacher(s).

Section D. Curriculum Subcommittee

1. The Curriculum Subcommittee shall consist of the superintendent's designee and two (2) Board representatives as well as three (3) representatives of the Association who have been appointed by the Association.
2. The Curriculum Subcommittee shall advise the Joint Committee and the Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the

District, research and experimentation, educational specifications for buildings and related matters.

The Curriculum Subcommittee shall review in-service proposals issued from the individual Building Faculty Committees (BFCs) and Principals.

The Subcommittee shall recommend new committees when necessary to meet the curriculum needs of the District and nominate candidates for Subcommittee assignments.

Requests for additional early release days for in-service and parent/teacher conferences may be initiated with the Curriculum Subcommittee.

3. This Subcommittee shall meet once per month, as necessary, at times during, but not limited to, school hours. Association representatives on said Committee shall be accorded released time from regular duties and without cost to the Association, or to said representatives, in order to attend regularly scheduled meetings.
4. The Curriculum Subcommittee shall send a summary of its findings and recommendations to the Joint Committee each month.

Section E. Citywide Departments or Grade Levels

1. On a voluntary basis, teachers may wish to meet to coordinate system-wide activities. If this is the case, the interested parties shall meet and elect a chairperson for purposes of communication with members, the Instruction Department and the Curriculum Subcommittee. If such a committee 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 Subcommittee for approval.
2. There are a number of subject area committees which meet on a District-wide basis which have chairperson elected from among the members of the committee. In these instances, the chairperson has the following functions:
 - a. prepare the agenda;
 - b. call and chair the meeting;
 - c. carry out any communicating or special functions which the committee might assign.

Section F. Elementary & Secondary Education Act/No Child Left Behind (ESEA/NCLB)

1. Introduction

The parties recognize that the school district's compliance with any provisions of ESEA or NCLB, or any administrative or court ordered directive issued under either of those statutes, prevails over any conflicting provisions of this agreement. Nonetheless, in the event that the

school district may comply with such statute, administrative or court ordered directive without violating the terms of the agreement, it will do so in lieu of any other means of compliance that would violate this agreement.

2. Notification

When an elementary school or a secondary school has been identified for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the District shall notify the Association of said identification. The District will provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the identification is based. If the Association believes that the identification is in error for statistical or other substantive reasons, upon review, the Association may provide supporting evidence to the District, which shall consider that evidence.

3. District ESEA Advisory Council

A. A District ESEA Advisory Council (DEAC) shall be established for the purpose of district-level monitoring and advisory input associated with ESEA/NCLB Compliance. The DEAC shall be comprised of the following district employees:

- (1) the Superintendent of Schools or his/her designee;
- (2) Three Administrators; and
- (3) one high school teacher appointed by the ROEA
- (4) one elementary teacher appointed by the ROEA
- (5) one middle school teacher appointed by the ROEA

B. The DEAC will provide input to the School Board regarding District activities resulting from the ESEA/NCLB legislation. This will include:

- (1) review assessment data and identification of AYP status of school sites
- (2) review process of members' attaining Highly Qualified status
- (3) review and evaluate portfolio submissions from those members seeking Highly Qualified status
- (4) review and evaluate changes in instructional programs, curricula, and/or school restructuring resulting from ESEA/NCLB
- (5) review changes in legislation
- (6) dissemination of information to staff
- (7) discuss long term implications of AYP cycle for corrective actions such as transfer/displacement of staff

4. School Improvement

A School Improvement Committee shall be established in each building for the purposes of developing annual school improvement activities, communication and facilitation of staff development related to these

activities and documentation of student results of these activities as they pertain to increase student achievement.

5. Corrective Action

Should a recommendation for corrective action occur, as defined by ESEA or the Michigan Department of Education, the District will provide the Association with an opportunity to review the information and provide input regarding a response to the action, through the DEAC and the school improvement committees.

6. Highly Qualified Status of Professional Staff

The Highly Qualified status mandate of the ESEA/NCLB legislation is a collaborative partnership between the Association and the School District to meet a federal law. It is expected that teachers and District personnel will work together to determine one's Highly Qualified status, based on Michigan's definition for identifying Highly Qualified teachers. Teachers are responsible for making sure they are Highly Qualified.

7. Portfolio Review

Under the state-approved portfolio option of the HOUSSE benchmark of the U.S. Dept. of Education's Highly Qualified flowchart – or the most recent version thereof – a member may demonstrate Highly Qualified status by means of a portfolio detailing his/her training and experience. The format, criteria, and assessment instrument, for such portfolio shall be the same as the most recent version recommended by the Michigan Dept. of Education. Said portfolio shall be submitted to the Human Resources Department which will collaboratively process the information with the DEAC using MDE guidelines. Upon approval of a portfolio from those members seeking highly qualified status, Human Resources will notify the appropriate state agency of the approval of the member's Highly Qualified status.

8. Costs of Becoming Highly Qualified

The School District will make Title II funds available for the purpose of assisting bargaining unit members to attain Highly Qualified status for a position (a) for which the member is not already Highly Qualified, and (b) in which the School District is providing instruction, by reimbursing the member for the fee to take and pass the Michigan Test for Teacher Certification Subject Area Examination. Members will be eligible for retroactive reimbursement if the School District subsequently develops a course in the member's new endorsement.

Section G. Middle School Day and Professional Learning Communities joint committee.

1. The parties agree to the formation of a joint committee consisting of an equal number of teachers and administrators (not to exceed a total of 12 committee

members) to study and discuss the issues of the middle school day and professional learning communities. The recommendations of this joint committee are to be submitted to the Superintendent and the Association President no later than February 1, 2008.

ARTICLE IX

TEACHER PLACEMENT, TRANSFER AND RETIREMENT

Section A. Qualifications of Teachers

1. Teachers on regular contract shall hold Michigan Life, Permanent, Continuing, Provisional or Vocational Education Certificates.
2. To be qualified under this Article a teacher must be properly certified by the State of Michigan (including special endorsement(s) and/or State required instructor's license[s]); must meet all qualification requirements of any applicable law (including but not limited to the provisions and requirements of No Child Left Behind); must meet North Central Association (NCA) criteria, where applicable; and if assigned to seventh grade or eighth grade or specialized subject area, teach in his/her major or minor field of specialization, or have passed the Michigan Test for Teacher Competency subject content area examination, or the comprehensive elementary exam for elementary teachers where applicable.

Section B. Assignment and Transfer of Teachers

1. Teachers shall have the opportunity to apply for those District vacancies for which they are certified and qualified as specified in Section A above.
2. Assignments shall be defined as the employee's current position within a building. Assignments shall only be subject to change on a voluntary basis, or with justification in the interest of the instructional program, or due to enrollment changes or to staff reduction pursuant to Section E of this Article. Assignment changes shall not be arbitrary or capricious. The Personnel Office shall notify the affected teacher and the Association of such assignment prior to effecting it, and the teacher shall have the opportunity to discuss said assignment and the reasons for it with the superintendent's designee.
3. Transfer is the assignment of a teacher to another building.

The following changes shall not be deemed a transfer for the purpose of this Article:

- a) assignment (full or partial) of itinerants due to enrollment
- b) relocation due to closing or consolidation of school buildings(s), relocation of program, for example early childhood, EI classrooms, and center-based special education programs.

Involuntary transfers between buildings may have to be made by the Board. Prior to making an involuntary transfer the Board shall post the intended position(s) pursuant to Section C in this Article. In the absence of qualified applicants the Board will consider but not be limited to the following:

- a. district seniority;
- b. the preferences of the teacher and his/her career goals;
- c. previous successful experience;
- d. preparation;
- e. length of service in past assignment (or assignments);
- f. need for teacher's expertise;
- g. to prevent a layoff of a bargaining unit member

Each involuntary transfer will be individually considered in all of its aspects including the above. Some factors will be of greater importance in some transfers than they will be in others. All things being equal, the least senior teacher will be involuntarily transferred.

4. Prior to an involuntary transfer, an administrator and the transferee shall discuss possible options.
5. As soon as possible, prior to the end of a school year, teachers will be provided with their tentative teaching assignment(s) for the coming school year.

Section C. Seniority

1. Seniority shall be determined by the following procedures:
 - a. seniority will be computed by subtracting the first date of hire within the bargaining unit from the current date;
 - b. time counted toward seniority shall include the following: sabbatical leave, approved study leaves up to one (1) year, layoff, personal leaves for reasons of illness;
 - c. time not counted toward seniority shall include personal leaves other than those described above, and time between resignation and rehire;
 - d. if a teacher requests less than a full-time position, seniority will be granted on a prorated basis.
2. Tie-breaking procedure. On March 19, 1980, all teachers and administrators employed, on layoff, or on leaves of absence drew or had drawn for them a "tie-breaking number" between "1" and "800". The number drawn became their permanent tie-breaking number.

Employees hired after March 19, 1980, will draw a number, between "801" and "2000" at the time of their initial employment. The number drawn will become their permanent tie-breaking number.

The "tie-breaking number" shall be used in the event of layoff or recall when more than one individual has the same seniority service. The lower the number, the greater the seniority.

3. 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.
4. Any teacher who has been transferred to an administrative position and who later returns to a teaching position shall be entitled to such rights, including full seniority, as he/she may have had prior to accepting an administrative position. Notwithstanding Section C.1.a. above, no seniority shall accrue to an individual while serving in an administrative position, with the exception of those individuals who were in an administrative position as of the first day of this contract. Those administrators shall only continue to accrue bargaining unit seniority through the last effective day of this current contract. Thereafter, their accrued seniority is frozen.

Section D. Vacancies

1. A vacancy shall be defined for the purposes of this Agreement as a position within the bargaining unit that is to be staffed due to any of the following: newly created positions, voluntary or involuntary termination of a teacher, an approved leave of absence, resignation or retirement of a teacher, or the placement of a teacher on Long Term Disability where said disability leave occurs before the start of the school year. This language is not intended to conflict with relevant leave language in Article X.
3. Prior to July 1, vacancies occurring within the bargaining unit shall be posted on a designated bulletin board in each district building, the District's web-site, e-mailed to employees, along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) business days prior to being filled. Bargaining unit members may apply for such positions by submitting a written letter of application to the Personnel Office. Positions that occur after July 1, and before the first day of classes, shall be posted at least five (5) business days prior to being filled.

Notices of vacancies which occur during summer recesses shall be posted on a bulletin board in the administrative offices, on the District's web-site, and a copy shall be sent to the Association and e-mailed to employees.

All requests for transfers which are received by the Board one year or less prior to the vacancy and up to the filling of the vacancy shall be considered in filling such vacancy.

4. Teachers within the School District, including those on lay-off or returning from leave, shall be given priority for filling vacancies providing their certification and qualifications, as reasonably determined by the superintendent, are equal to others applying. If more than one teacher applies for a vacancy and their certification and qualifications are equal, the most senior person shall fill the vacancy.
5. A vacancy shall be filled by the qualified laid off teacher with the greatest seniority pursuant to Section E.3 of this Article. Should qualified personnel on layoff or leave not be available for any vacancy, or in the event the vacancy cannot be filled on a voluntary basis by a district employee, the Board may hire a new teaching employee.

Section E. Reduction in Program and Staff

1. 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 thirty (30) calendar days before the effective layoff date for the purpose of informing the Association as to how such curtailments affect the teaching staff.

The Board will consider and determine all appropriate economies including elimination of supplementals for all extracurricular activities prior to reducing staff. In case of staff reductions, it shall be done in the following manner:

- a. Probationary teachers shall be laid off first on the basis of seniority beginning with the least senior, except where no tenure teacher is qualified to fill the position.
- b. Departmental lines will be observed separately between and among elementary schools including the early childhood center, middle school, and senior high levels including the Opportunity Center and the International Academy.
- c. General elementary education certificate holders are regarded as members of the elementary "department" if currently employed in the elementary schools.
- d. If the situation is such that tenure teachers may be laid off, it shall be accomplished by laying off those teachers of the subject matter or departments affected by first laying off those teachers with the least seniority.
 - (1) On a seniority basis, any tenured teacher subject to layoff as described above shall be transferred to a vacancy for which he/she is certified and qualified as determined in Section A above. If no such position is available, the teacher shall be transferred to the position for which he/she is certified and qualified held by the least senior teacher.
 - (2) For the purposes of this Section, certifications and qualifications pursuant to Section A above are established by documentation on file by April 1 of the lay off year. For the purposes of recall, additional certifications and

qualifications may be placed on file and considered valid subsequent to April 1.

- (3) In the event of layoff, the Board will make every effort to assist laid-off teachers to be placed in other teaching positions in other school districts.
 - (4) Laid-off teachers, upon notification to the Superintendent of their desire to substitute for Royal Oak Schools, shall be given top preference on the substitute list, including multiple-day, or long-term, substituting assignments.
 - (5) Any teacher laid off for the subsequent school year pursuant to this Article shall continue to receive health, dental, vision, and life insurance benefits through the September following the layoff.
2. A laid-off probationary teacher shall be considered eligible for recall for the ensuing year. It is the responsibility of the laid off teacher to provide the Board and Association with their most current postal address and a phone number. A laid-off probationary teacher must notify the superintendent's or designee's office in writing of his/her desire to return to teaching employment by June 30 prior to the second year of layoff to be eligible for recall for the ensuing school year. If recall does not occur within eighteen (18) calendar months from the effective date of layoff, the obligation of the Board to reemploy the teacher is terminated.

The acceptance of a teaching contract by the probationary teacher in another public school district automatically terminates the obligation of the Board to reemploy said teacher.

A laid-off tenure teacher shall be eligible for recall for the ensuing year. Failure to notify the superintendent's or designee's office by June 30 of each subsequent school year or of the teacher's acceptance of a tenure contract elsewhere at any time shall terminate the Board's obligation for further employment of said teacher.

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

3. Recall of laid-off teachers shall precede new hires. Teachers shall be recalled on the basis of seniority to vacancies for which they are certified and qualified, and eligible under Section A and Section E.1.d(1), of this Article, and the Michigan Teacher Tenure Act.

Probationary teachers will be recalled if vacancies occur in the department or grade level for which they were initially hired or to other vacancies for which they are both certified and qualified.

Teachers who are recalled shall be given ten (10) days from receipt of notice of recall to provide the superintendent's or designee's office written notice of acceptance of recall. Failure to provide a timely written acceptance shall terminate the teacher's right to recall and shall constitute an irrebuttable presumption that the

teacher has resigned.

Section F. Elimination of Tenure in Position

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

Section G. Assignment of Teachers To Supplemental Salary Contract Positions

1. Teachers regularly employed in the School District and desiring assignments which are compensated through Supplemental Salary contracts shall make application to the superintendent or designee.

Applications will be solicited from all teachers at least one (1) month before the beginning of the program.

In the event that the Board determines that the qualifications of the teachers competing for the same supplemental contract position are equal, preference shall be given to those teachers with the longest period of prior service in the District.

Hiring from outside the Royal Oak staff may be done if there are no qualified Royal Oak teaching applicants. When hiring from outside the District, all things being equal, preference shall be given to retired Royal Oak teachers.

2. Royal Oak teachers will be given preference in filling paid support positions such as ticket sales, ticket collection, crowd control, score keepers, timers, officials, etc. during sporting and school sponsored events. Notices of such positions shall be publicized by a general posting in all buildings and a written copy sent to the Association.
3. Teachers who are assigned to positions compensated through Supplemental Salary contracts shall continue in such position or positions comparable in compensation for the following school year unless given written notification of change by five (5) school days prior to the last day of the school year teachers are on duty except in the case of the curtailment of program as provided in Section E, 1, above. Any changes made shall be discussed with the teacher concerned and reasons given for the change prior to formal action on the change. Such changes shall not be for arbitrary or capricious reasons and any alleged violation may be subject to the grievance procedure through, but not beyond, Step 2.
4. Continuation in Supplemental Salary positions cannot be guaranteed if programs are curtailed.

Section H. Assignment of Teachers to Summer School

1. Employment of teachers in summer school shall not be deemed by the teachers to be continuous from year to year.
2. Faculty selections for summer school programs shall be from qualified members of the teaching staff.
3. In the event that there are more qualified applicants for summer school positions than there are positions to be filled, preference shall be given in the following order:
 - a. teachers who hold tenure on February 1 of the calendar year in which application is made;
 - b. teachers who have taught in the regular day-school program in the general subject area within the appropriate instructional level during the past three (3) years;
 - c. teachers who have demonstrated their competence with the types of summer school courses they would be asked to teach;

Section I. Assignment of Teachers to Athletic Coaching Positions

1. Newly created positions, head coaching positions, and vacancies remaining after a realignment within a sport shall be publicized by written notice to the Association and shall be posted in all buildings at least thirty (30) days prior to the beginning of the program unless the vacancy occurs within the thirty (30) day period. Notices which occur during the summer recesses shall be posted in the administrative offices and a copy shall be sent to the Association and to employees who have indicated in writing a desire to receive such notices.
2. Consideration in the selection of athletic coaching positions shall include the following:
 - a. previous participating and/or expert knowledge of sports, as well as knowledge of first aid or willingness to acquire said knowledge, or a major or minor field of study in physical education;
 - b. applicants who hold tenure in the School District, followed by applicants who are following the procedure to achieve tenure in the District;
 - c. knowledge of the unique physical, psychological and maturity problems of children at the appropriate level;
 - d. in the event that the Board determines that the applicants for the position are equal, as defined in a-c above, bargaining unit seniority shall prevail.

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

ARTICLE X

UNPAID LEAVES OF ABSENCE

Section A. General Provisions

1. All unpaid leaves of absence shall automatically expire June 30 of each school year unless otherwise provided herein.
2. Teachers are requested to notify the administration by March 1 of their return to employment or leave of absence extension request. Failure of a teacher to request a return to employment, or leave of absence extension, prior to April 1, is an automatic resignation canceling all employment rights and leave-of-absence status.
3. All fringe benefits cease as of the date a teacher goes on an unpaid leave of absence except that a teacher who is granted such a leave effective in September of a school year shall receive benefits through the preceding month of August and as provided in Article XI, Section A, 5, a, or as otherwise provided herein.
4. Unpaid leave up to five (5) days may be granted by the superintendent or designee. Unpaid leave in excess of five (5) days may be granted by the Board of Education upon recommendation of the superintendent's office.

Section B. Use of Unpaid Leaves

1. A leave of absence of up to one (1) year may be granted by the superintendent, upon the approval of the Board of Education, to any teacher who has been granted tenure, upon written application sixty (60) days prior to September 1 for the following purposes:
 - a. Engaging in full-time study at an accredited college or university providing such study is reasonably related to his/her professional responsibilities;
 - b. Participating in exchange teaching programs of the United States Department of State provided said teacher states his/her intention to return to the school system;
 - c. Participating in military teaching programs provided said teacher states his/her intention to return to the school system;
 - d. Joining the Peace Corps or Teacher Corps as a full-time participant in such programs;
 - e. Engaging in a program of cultural travel or work program related to his/her professional responsibilities;

- f. Hardship within the teacher's immediate family due to illness or injury;
 - g. To explore a career option. (This leave shall be non-renewable and may be taken one (1) time only.)
 - h. Other than those enumerated in Section B of this Article.
2. An unpaid leave of absence shall be granted by the Board to any teacher who has been granted tenure, upon written application. The teacher shall provide reasonable notification to the Board in order to adequately facilitate appropriate assignment coverage. Such leaves shall be granted for the following purposes:
- a. serving as an officer or staff member of the Association, Michigan Education Association or National Education Association for up to two (2) years;
 - b. up to one (1) year to any teacher for child care, and shall commence upon request of the teacher. Such leave may be utilized for any child up to seven (7) years of age, or in the case of an adopted child or child in legal custody of the teacher up to seven (7) years of age, or four (4) years after adoption or custody is granted, whichever is greater;
 - c. up to four (4) years to any teacher for the purpose of holding public office and it shall commence upon request of the teacher.
3. While on unpaid leave of absence a teacher shall not enter into a contract for professional employment except as provided above unless approved by the Board of Education and then only under extremely unusual conditions.
4. Upon return from any leaves as described in Section B, subsections 1 a-e, and 2 a, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period. Upon a return from a leave described in Section B, Subsection 1 f-h, and 2 b or c, no credit for experience will be granted on the salary schedule for the teacher for the time away from the District.
4. The parties recognize the obligations and rights of the School District in complying with, and administering, the Family Medical Leave Act (FMLA). The School District's policies, practices and procedures with respect to FMLA leaves shall be administered in compliance with, and not in violation of the FMLA. An alleged violation of this section may be subject to the grievance procedure through, but not beyond, Step 2.

Section C. Extensions

- 1. Extensions of all unpaid leaves may be given upon the recommendation of the superintendent and approval of the Board of Education. It is the teacher's responsibility to request an extension of leave of absence by written request to the superintendent or designee.
- 2. Leaves granted pursuant to Section B, 1, g, shall be excluded from any extensions.

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

Section D. Health Leaves

1. Health leaves, when recommended by a physician, shall be granted for a period of up to one (1) year.

At the end of such leave, the teacher must either return or request an extension as set forth in Section C. Notice of intention to return to duty after a health leave shall be accompanied by a written statement, addressing the illness which was the basis for the leave from a physician who recommended said leave, certifying the fitness of the teacher to return to his/her duties. The District reserves the right to have the teacher examined by a physician of its choice and at its expense, in the same area of specialty as the physician who recommended the teacher be placed on the health leave.

The superintendent or designee shall give the teacher an assignment to commence with the expiration of the leave.

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

Section E. Priority on Return from Unpaid Leaves Other than Health

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

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

Section F. Priority on Return from Health Unpaid Leaves

Upon return from unpaid leave of absence of one (1) school year or less, the teacher who complies with article X, section A-2, shall be restored to his/her position held prior to the leave if the position is filled by a teacher with less seniority providing reinstatement commences with the first (1st) day of the school year unless said position has been eliminated.

Upon return from unpaid leave of absence of greater than one (1) school year, the teacher will be placed in an open position for which he/she is certified/qualified. An open position is one which is unfilled at any time or one which is held by a non-tenure teacher at the beginning of the next school year.

Notwithstanding the provisions set forth above in this section, upon a teacher's request made prior to commencement of a FMLA leave of absence the Assistant Superintendent/designee may enter into a written agreement with the teacher providing

for the teacher's return from an unpaid FMLA leave of twelve (12) weeks or less to his/her position held prior to leave.

Section G. Absence Without Authorized Leave of Absence

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

If said teacher wishes to return and does provide reasonable cause for said absence, which is acceptable to the Board, the teacher shall be reinstated in his/her position.

If the absence exceeds fifteen (15) school days in duration and the teacher is reinstated, he/she shall be returned to a position for which he/she is certified and qualified at the beginning of the next school year.

ARTICLE XI

PAID LEAVES OF ABSENCE

Section A. Paid Leave Allowance and Uses

1. Teachers shall be allowed eleven (11) days of absence each year without loss of salary for the purposes set forth in section 2, below.

Teachers terminating/retiring prior to the conclusion of the school year shall have the eleven (11) days prorated according to the number of days worked.

At the end of each school year, any unused portion of these days shall be accumulated to a total of one hundred eighty-five (185) school days, including the current year's credit, for use during subsequent years for the purposes set forth below. However, an unlimited number of these days may be accumulated for the sole purpose of obtaining credit towards retirement, if allowed under Michigan law.

The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth his/her paid leave credit.

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

2. Paid leave days are for the protection of the teacher's income during times of hardship due to the following causes.
 - a. personal illness, injury, or quarantine;
 - b. up to sixty (60) work days in a school year for a serious illness or injury to an immediate family member (spouse, child, or parent living in the same household

with the teacher for any extended period of time or who is an IRS dependent of the teacher.) A teacher in need of using additional leave time for this purpose may request the use of same from the Superintendent, and approval shall not be unreasonably withheld.

For immediate family members not living in the same household as the teacher for any extended period of time, or for the employee's sibling, parent-in-law, grandparent, aunt, or uncle, the usual number of days is to be three (3) days for the metropolitan area, and five (5) days in cases where considerable travel is involved;

- c. death of a near relative, which may include spouse, child, parent, sibling, parents-in-law, grandparent, aunt or uncle. If a teacher has lived in the same household with an individual for any extended period of time, this portion of the leave policy shall apply. The usual number of days is to be three (3) days for the metropolitan area, and five (5) days in cases where considerable travel is involved;
 - d. a teacher, for the purpose of adoption, may use from his/her accumulated paid leave allowance, a maximum of six (6) calendar weeks, from the date of the adoption, for any work days lost during the said six (6) calendar week period. Requests for time in excess of the above, shall be made through the procedure provided in Article X, B, 2, b, (child care);
 - e. other reasons approved by the superintendent's or designee's office.
3. Paid leave days shall have no cash value to the teacher who resigns or retires from the school system, except as set forth in Section E below, nor shall such a teacher carry over accumulated paid leave to any subsequent employment in the District unless that teacher has resumed responsibilities under a regular teaching contract and has not accepted termination pay.
4. The Board, for each school year covered by this Agreement, shall contribute three hundred twenty-five (325) paid leave days to a Sick Leave Bank for the duration of the Agreement. Unused bank days in one school year may be carried over to the next school year, but in no event shall the carryover of days plus the three hundred twenty-five (325) Board contributed days ever exceed four hundred (400) days at the beginning of any one school year.
- a. When a teacher has been absent due to a personal illness or injury for fifteen (15) days within a school year due to the same or a directly related disability and exhausts his/her paid sick leave provided in this Article, he/she shall be eligible to apply to the Sick Leave Bank coverage for the remaining school days of his/her disability during the current school year or until his/her eligibility for long-term-disability insurance, whichever occurs first. Sick Leave Bank benefits shall be paid, based upon the teacher's contractual salary rate. Insurance benefits will be continued for the teacher during the Sick Leave Bank benefit period.
 - b. If there are any remaining days left in the sick bank at the end of a school year and after the seventy-five (75) days have been carried over to the next school

year, teachers may request days from the Sick Bank for extenuating circumstances pertaining to family illness absences. If any days are available, said days shall be equally distributed retroactively to those members requesting family illness sick bank days.

- c. The Sick Leave Bank shall be administered by the Joint Committee.
- d. Illness or injury of a teacher causing absence of less than fifteen (15) school days duration after the exhaustion of said teacher's paid leave with a request for use of the Sick Leave Bank may be submitted to the Joint Committee, and the use of the Bank recommended if there is sufficient evidence of financial hardship to the teacher.
- e. The administration of the Sick Leave Bank is not subject to the Grievance Procedure.

5. Sick Leave Expiration

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

Hospital/medical insurance – the Board will make one (1) monthly premium payment after they are no longer on the payroll.

Life insurance – one (1) calendar year after leaving the payroll.

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

6. Maternity, Child Care and Adoption Leaves

The Board of Education shall grant a leave of absence for reasons of maternity, adoption or child care under the following conditions:

a. For Maternity:

- (1) The teacher shall notify the Board during the sixth (6th) month of the pregnancy and meet with the assistant superintendent. The employee may bring an ROEA representative to the meeting if desired.
- (2) The teacher shall submit the request for leave in writing to the Assistant Superintendent not later than the seventh (7th) month of pregnancy.
- (3) Options for maternity leave:
 - (a) A teacher may use her accumulated sick days and/or sick days from the sick bank for the period of her disability to take a short-term leave to

commence when the teacher and her physician determine that the teacher can no longer carry out her necessary teacher duties. A physician's approval is required for the teacher to return to work.

- (b) If extenuating circumstances occur after the leave has been requested and/or begun, the teacher's return and placement will be referred to joint committee. A consensus decision of the joint committee is not subject to the grievance procedure.
- (c) The following is an option teachers may elect who are anticipating the birth of a child between the start of the teachers' school year and October fifteenth (15th) of that school year.
 - i. The teacher may take a maternity/child care leave of absence for the entire school year.
 - ii. The teacher may use her accumulated sick days and/or sick days from the sick bank during the actual period of disability, so as to receive pay for the period of disability. The teacher's pay shall be based on the full or part-time equivalency held by the teacher during the last year worked. The teacher's pay shall be prescribed in appendix a in effect during the disability period.
 - iii. The teacher shall receive board-paid insurance during the months of September and October equivalent to the previous year.
 - iv. The teacher shall accrue seniority during the period of disability.
 - v. The teacher is not entitled to receive any sick days during the year this leave is taken under Article XI A-1.

b. For Child Care:

- (1) A teacher may elect to remain home with the child for the balance of the school year in which the child is born. If the teacher so indicated by written application two (2) months prior to anticipated birth, a childcare leave shall be granted.
- (2) To activate a childcare leave or extend a leave, refer to Article X, Sections A-2 and B-2b.
- (3) If the teacher requests a childcare leave after the FMLA leave has expired, the teacher is not guaranteed his/her position but is guaranteed a position that they are certified and qualified for based on seniority, at the start of the next school year.

Section B. Personal Business Leave Allowance and Uses

- 1. Teachers shall be allowed three (3) days of absence each year out of the annual paid leave days allowed in Section A, 1, for personal business or for legal and professional matters which can be transacted only during the school day. Subject to Paragraphs 2 and 3 below, none of these days shall be used to extend a school

holiday and/or break. Personal business days shall not be accumulated from year to year, but will accumulate as paid leave days in the following year.

2. Except in cases of utmost emergency, the teacher shall give the building principal advance notice of such absence by signing a request form which affirms that said day or days are not being used for any of the purposes set forth above. In the event that advance notice is impossible, the teacher shall sign said statement immediately upon returning to work. Personal business 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 or designee's office.
3. All requests for personal business days during the last week of school or immediately adjoining other leave days must have the approval of the Joint Committee before they may be granted.
4. A copy of the standard form, *Absence Under Personal Business Policy*, is reproduced as Appendix D of this Agreement.

Section C. Religious Leave

Upon notification to the building principal, teachers shall have the right to participate in recognized religious holidays as listed on the calendar published by the National Conference of Christians and Jews, Inc., such absence to be deductible from their accumulate said leave. Request should be made to the building principal at least two (2) days in advance.

The Board, for each school year covered by this Agreement, shall contribute fifty (50) days to the Religious Leave Bank, and the days made available to teachers to participate in recognized religious holidays that require the teachers' absences in order to fulfill their religious obligations. Days from the Religious Leave Bank shall be granted upon the submission of an application by the teacher and approval of the Joint Committee. The Joint Committee reserves the right to require documentation prior to the granting of days from the Religious Leave Bank. No teacher shall be granted more than one (1) day per school year.

Any balance of days left in the Religious Leave Bank at the end of each school year shall expire.

Section D. Teacher Absences Not Charged Against Leave Allowance, Workers' Compensation

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

The teacher may endorse his/her worker's compensation check over to the Board of Education and in return the Board will pay the teacher's full contractual weekly salary for a period of ninety (90) days without loss in accumulated paid leave days. After that period the teacher may elect to use the portion of his/her paid leave days (financial worth) which makes up the difference between his/her

weekly worker's compensation payment and weekly contractual salary payment. The policy shall continue until such time that the accumulated leave expires or the long-term-disability policy begins, whichever occurs first.

2. A teacher may be absent without loss of compensation or charge against his/her leave allowances for the following reasons:
 - a. mandatory service on a jury, or appearance in court as a subpoenaed non-party witness relating to a matter incident to his/her employment;
 - b. visitations, conferences, or conventions approved by the Board of Education;
 - c. Selective Service physical examination;
 - d. with the approval of the superintendent or designee, in connection with any incident of assault or civil suit arising from actions taken in good faith and within the scope of his/her employment.
 - e. other reasons upon the approval of the superintendent.

Section E. Payment Upon Severance of Employment

1. Upon the severance of their employment, teachers with ten (10) or more years of service in the District shall be granted a severance payment as provided in Section E, 4 and 5 provided, however, that they do one (1) of the following:
 - a. retire and participate in the provisions of the Michigan Public School Employees' Retirement Fund;
 - b. resign for reasons of health;
 - c. resign at the end of the school year;
 - d. resign at the end of a semester (with 45-day notice);
 - e. are laid-off and resign;
2. Teachers who are laid-off and resign without two (2) years of the effective date of said layoff will have their severance payment (Section E, 1), being reduced to reflect benefits received under the Michigan Employment Securities Act (MESA). In the event the benefits received under Section E, 1, are less than those received under the MESA, the severance payment is forfeited.
3. When a teacher is eligible for retirement under the Michigan Public School Employees' Retirement Fund and retires, but has not served a full ten (10) years in the School District, his/her payment for accumulated paid leave shall be prorated according to the number of years he/she has spent in the system, based upon payment for one half of the accumulated days at the end of ten (10) years, as provided in Section E, 4 and 5.

4. Effective June 30, 1992, the number of accumulated paid leave days that may be used to qualify for severance payment shall be frozen at the number of accumulated paid leave days in the teacher's bank as of said date, not to exceed seventy-two (72) days (one-half of 144 days). However, the number of accumulated paid leave days that may be used to qualify for the severance payment may be reduced, through the teacher's subsequent usage of the days for the reasons listed in Section B and/or C, above; although those lost days may be restored to the teacher's previously frozen maximum by non-usage of future paid leave days.
5. After June 30, 1992, the severance payment will be equal to the teacher's per diem rate for the 1991-92 school year applied to the number of accumulated paid leave days as outlined in subsection 4, above, upon his/her severance of employment with the District.
6. Teachers employed prior to July 1, 1992, who meet the requirements outlined above in Section E, 1-3, shall be eligible to participate in the severance payment program.
7. An employee who is otherwise eligible for termination pay under the above provisions may elect to receive payment in the payroll period following March 1 by completing the "Request for Early Receipt of Termination Pay Form", available through the Personnel Office, and returning said form prior to March 1 of the school year immediately prior to termination.

If following payment of termination pay an employee exhausts his/her current accumulated sick days in his/her bank, then the employee's regular biweekly salary shall be "docked" for each day of absence at the rate of one-half of the employee's 1991-92 termination pay per diem rate. Such docking shall be treated as a repayment of termination pay and shall not be considered a reduction in the teacher's contractual salary. If an employee's absences exceed the number of his/her June 30, 1992 accumulated sick days, then the employee shall be docked at his/her current per diem rate of pay.

An employee who elects early receipt of termination pay may be eligible for sick bank days under Article XI, Section A, 4 of the Collective Bargaining Agreement after the entire repayment of termination pay previously received.

Section F. Sabbatical Leave

1. Pursuant to Section 380.1235 of the School Code of 1976, a maximum of two percent (2%) of the teachers who are named in the bargaining unit may be granted a sabbatical leave for professional improvement for a period not to exceed two (2) semesters at any one time, provided that the teacher has been employed by the Board for at least seven (7) consecutive years. All sabbatical leaves shall be in accordance with the Sabbatical Leave Policy of the District. Compensation for a teacher on a sabbatical leave will be granted on the basis of one half (1/2) of the teacher's base salary and full hospital/medical and life insurance coverage.
2. The superintendent or designee 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 or designee, said teacher shall be compensated while on such leave, on the basis of three quarters (¾) of his/her base salary and full hospital/medical and life insurance coverage. Sabbatical leaves for professional study in areas of critical need to the District shall be limited to four (4) teachers per year. Said leaves shall fall within the two percent (2%) maximum set forth in subsection 1, of this Section.

ARTICLE XII

PROCEDURES FOR ADMINISTRATIVE

EVALUATION OF TEACHERS

The Board and the Association recognize the need for the continuous growth and development of the professional staff and have entered into agreement on procedures to be utilized in the ongoing evaluation of all staff members. These procedures have been negotiated as an extension of this Collective Bargaining Agreement and shall be distributed to the staff under separate cover in a document entitled, "Teacher Evaluation Handbook".

ARTICLE XIII

TEACHER SELF-EVALUATION

Section A. General Provisions

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

Section B. Nature of Evaluation

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

Section C. Provision of Equipment

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

ARTICLE XIV

MAINTENANCE OF FILES ON TEACHERS

Section A. Definition and Scope

1. The term "file" as used herein shall mean the accumulated record of employment which is maintained by the Personnel Office or building principal. 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.
2. All personnel files belong to the School District. Each teacher's personnel file shall contain the following minimum items of information:
 - a. all teacher evaluation reports as described in Article XII;
 - b. copies of all contracts up to and including the continuing contract;
 - c. tenure recommendations;
 - d. record of teaching certificate;
 - e. transcript of academic records; and
 - f. correspondence with the Personnel Office.
3. Materials which shall be identified as having been received but not shared in totality with teachers shall include:
 - a. communications from within the School System prior to July 1, 1966;
 - b. pre-employment credentials and communications; and
 - c. communications originating from persons who are not Royal Oak School District personnel, as set forth in Section C, below.
4. Any report of an observation of teaching services of a teacher other than as provided in Article XII shall be put in writing, shown to and discussed with the teacher within a reasonable time after such observation and prior to inclusion in the personnel file; such report shall, in fact, be included in said file if it is to be used for discharge, demotion or suspension of a teacher.
5. No material shall be placed in the teacher's personnel file without notification to the teacher of said inclusion and allowing the teacher an opportunity to submit additional comments which shall become a part of that file. (See Section C, 1).
6. Records of disciplinary action that are four or more years old shall not be released under the Freedom of Information Act. After four years, a teacher, with the knowledge of the Association, may apply to the superintendent/designee who may

at his/her discretion expunge the disciplinary record from the District's personnel file.

7. The employer shall correct or expunge from the District's personnel file any information determined by the district and/or an arbitrator to be inaccurate.

Section B. Right to Inspection

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

Section C. Replied to Complaints

1. In the event that the Board shall receive any written communications from persons who are not Royal Oak School District personnel, the teacher shall be notified within a reasonable period of time that the Board has received such communication and shall be given an opportunity to read such communications; however, the name of the person who has written such communication may be withheld by the Board. If any communication is to be included in the file, then full disclosure of its source, including the names of source, must be given.
2. Information from an anonymous (unknown to the teacher) source shall not be used by the Board as the basis for disciplinary action under any circumstances.
3. The teacher shall have the right to make a written reply to any communications or notations of information received, as described in this section. Said reply shall be attached to the allegation or information during the entire length of time that it remains as part of the teacher's personnel file.

Section D. Freedom of Information Act (FOIA) Requests

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

1. In the event that the employer receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any employee(s), or any portion thereof, the employer shall immediately notify the employee by telephone, fax, and/or e-mail (of if the employee is unavailable, by US mail), and shall provide the following to the affected employee(s) and to the association:
 - a. A copy of the FOIA request;
 - b. The name(s) of the requesting parties, and all documents and all communications between the employer and the requesting parties related to the FOIA request.

2. The employer shall take the maximum time allowable by law to respond to a FOIA request to allow the employee and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).
3. The employee will be provided an opportunity to review the requested documents before the release of the information, and will, upon request, be provided with copies of all communications and documentation sent to the requesting parties by the employer or the employer's agents or attorneys.
4. Upon receiving a FOIA request, the employer will only divulge those items it is compelled by law to disclose, and will withhold all information it is permitted by law to withhold.
5. The parties recognize that, under the exemptions provided under section 13(1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws and case law, the employer shall redact the following information in accordance with the FOIA request and to the extent permitted by law:
 - a. Race
 - b. Unlisted telephone numbers (if the Human Resources office is notified by the employee in writing that the telephone number is unlisted)
 - c. Personal insurance information
 - d. Social security numbers
 - e. Bank account information
 - f. Credit union information
 - g. Individual financial information, including but not limited to information concerning an employee's participation in an IRA, 403(b), 401(k), investments, mutual funds, wage garnishments, etc.
 - h. Medical, psychological or counseling information with respect to an employee or employee's family
 - i. Documentation relating to a criminal investigation where no charges were filed, or where the charges were determined to be unsubstantiated in accordance with the Bullard-Plawecki Right to Know Act.
 - j. Documents relating to allegations of misconduct or incompetence (excluding evaluation documents) where no charges were filed or where the allegations were found to be unsubstantiated. However, nothing in this provision prohibits the district from maintaining separate investigative files.
 - k. Documents relating to closed tenure proceedings (except for documents containing public information) including the charges, exhibits, testimony, etc., Prior to a final disposition of the charges.
 - l. Any disciplinary action more than four years old, unless the disclosure is required by law.
 - m. Any reference to an employee's political associations or affiliations as required in accordance with the Bullard-Plawecki Employee Right to Know Act.
 - n. Student records or references to specific students as required by FERPA.
 - o. Evidence concerning authorization to work in the United States.
 - p. Employer references as required in accordance with the Bullard-Plawecki Right to Know Act.

- q. Criminal history checks, including fingerprints.
- r. Documents pertaining to current litigation involving the requesting party except when compelled by law.
- s. Privileged attorney communications, opinions and work product.

ARTICLE XV

GRIEVANCE PROCEDURE

Section A. Purpose, Definitions, Limitations

1. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the Procedure.
2. Nothing contained herein shall be construed to prevent any teacher from presenting a complaint for adjustment without recourse to the Grievance Procedure and without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
3. The term "grievance" shall mean a claim of alleged violation, misinterpretation, or misapplication of this Agreement.
4. The term "grievant" shall mean the teacher or teachers asserting the claim; the Association may, with the consent of the grievant, represent the grievant in the capacity of advisor and spokesperson in all matters which concern the grievance. Any grievant may be present at any stage of the grievance procedure. The Association may initiate a grievance in behalf of its own rights as set forth in Article III.
5. The term "day" in this Article shall mean school days.
6. Any discharge or demotion 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. Any matter for which there is another remedial forum or procedure or administrative agency for recourse according to state or federal laws, rules or regulations shall not be subject to arbitration.

Section B. General Provisions

1. All grievances shall be filed and processed on forms developed by the Board and the Association, as provided in Appendix E of this Agreement.
2. The time limits indicated at each level of the procedure as set forth in Section C, below, shall be considered as a maximum; however, said time limits may be extended by mutual consent of the Board and Association, and stated in writing.

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

3. Teachers shall not be absent from their assigned duties during the regular school day to discuss the process grievances. Teachers' planning time shall be an exception to this grievance.
4. If the grievance involves more than one (1) school building, said grievance may be filed directly with the superintendent or designee in accordance with the procedure set forth in Section C, below.
5. Notwithstanding the expiration of this Agreement, any grievances arising under the terms of this Article shall be processed through the Grievance Procedure until resolution is reached.

Section C. Steps of Grievance Procedure

1. Step One

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. The Grievant shall first discuss the occurrence at this informal step with his/her immediate supervisor or principal unless the parties mutually agree to waive this step. The Association shall have an opportunity to represent the grievant at the verbal step discussion.

The immediate supervisor or principal shall advise the grievant of his/her right to representation.

Within five (5) days of the informal discussion, if the grievance is not resolved informally, a grievant shall initiate the written Grievance Procedure by filing the Grievance Form with the principal or supervisor

2. Step Two

Within five (5) days of receipt of the written grievance, the principal or supervisor shall meet with the grievant in an effort to resolve the grievance.

The principal or supervisor shall indicate the disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and/or Association representative and to the Chairperson of the Association Grievance Committee.

3. Step Three

If the grievance is not resolved at Step Two the grievance may be transmitted to the superintendent or designee by filing a written notice thereof with his/her office within seven (7) days of receipt of the principal's written disposition.

The superintendent or designee shall meet with the Association within five (5) days of the receipt of the grievance at this step in an effort to resolve it; he/she shall indicate the disposition thereof in writing within seven (7) days of such meeting, and shall furnish a written copy of the disposition to the Association.

4. Step 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 superintendent or designee written notice of its intention to arbitrate within five (5) days of receipt of the written disposition of the superintendent or designee.

If within five (5) days of receipt of the Association's intent to arbitrate 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. The Association shall file its Demand for Arbitration with the American Arbitration Association within fifteen (15) days of filing its notice of intent to arbitrate with the superintendent or designee.

Neither the Board nor the Association shall be permitted to rely on any evidence in the arbitration proceeding if a request to see such evidence has been made by the other party and denied by the Board or the Association.

The award of the arbitrator shall be final and binding upon the Association, the Board and any teacher or teachers involved.

Section D. Provisions of Arbitration

1. The arbitrator shall have no power to add to, subtract from, alter or in any way modify the terms of this Agreement or construe said terms in derogation of the Board's rights and responsibilities, except to the extent such rights and responsibilities may be expressly limited by the terms of this Agreement.
2. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

Section E. Disposition in Event of Default

1. Failure of the Association to proceed with any grievance within the time limits set forth in Section C, above, shall result in dismissal of the grievance and shall be deemed an acceptance of the decision previously rendered at the most advanced step of the procedure before the failure to observe stated time limits.
2. Failure of the Board or its representatives to render a decision within the time limits set forth in Section C, above, shall automatically move the grievance to the next step in the procedure.

ARTICLE XVI

TEACHER CLASS LOAD AND CLASS SIZE

Section A. Planning Time Defined

For the 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. Less than full-time teachers shall receive planning time proportionate to that provided herein.

Travel time for itinerant teachers shall not be considered as part of their planning time or lunch period.

Section B. Class Size Limit Recommendations

Elementary Class size limitation recommendations are as follows:

1. Elementary Schools

Young Fives	18
Grades K-1	26
Grades 2-3	27
Grades 4-5	28

In a building where there are both combination classes and single-grade classes, the class size recommendation for a combined class in that building shall be set on the fall pupil accounting day. The recommendation shall be determined by the average number of students in single-grade classes serving the same grades as the combined class.

2. Middle School Classes

The middle school class size limitation recommendation shall be thirty (30) pupils in all classes. Exceptions are listed below:

Exceptions:

Life Management	24
Technology Education	24
Health	32
Swimming	32
Physical Education	40
Vocal Music	40
Choir	50
Band/Orchestra	50

3. High School Classes

The senior high school class size limitation recommendation shall be thirty (30) pupils in all classes. Exceptions are listed below:

ART

- 28 Advanced Art
- 28 Honors Art

BUSINESS

- 24 Accounting
- 24 Bus Coop Related
- 24 Business Mgmt
- 25 Business Math
- 24 Business Mgmt/Tech
- 24 Computerized Acct
- 24 Entrepreneurship
- 24 Marketing/Store
- *30 Computer Application
- *30 Information Proc
- *30 Word Proc/Key

INDUSTRIAL TECHNOLOGY

- *28 Arch Drafting/Design
- *28 Adv. Arch Draft/Design
- *30 Animation Rendering
- *24 Applications in Tech
- *28 Basic Tech Draft/CAD
- 20 CICS/O
- 24 Engineering/Tech
- 16 Graphic Comm
- 16 Intro Graphic Comm
- 24 IntroTech/Mat'l Sci
- 24 Intro Visual Imag Tech
- 20 Materials Processing
- *28 Mechanical Design/CAD
- *30 Novell Network
- 24 Robotics/Auto Control Sys
- *24 Web Page Design

ENGLISH

- 25 AP English
- 20 Creative Arts Mag
- 25 Eng. Lang Arts 9
- 25 Eng. Lang Arts 10
- 25 Eng. Lang Arts 11
- 25 Hon. Eng. Lang Arts 9
- 25 Hon. Eng. Lang Arts 10
- 20 Imaginative Writing
- 20 Intro Composition
- 20 Intro to Video Production
- 20 Journalistic Writing
- 25 Linguistics/Reading
- 25 Senior English
- 20 WOAK Adv Video/Media

MEDICAL SKILLS

- 20 Emergency Response
- 24 Medical Skills

MUSIC

- 65 A Cappella Choir
- 80 Concert Band
- 65 Concert Choir
- 40 Concert Orchestra
- 75 Marching Band
- 40 Philharmonic Orch
- 65 RO Singers
- 60 Symphony Band
- 50 Symphony Orchestra
- 40 Wind Ensemble
- 65 Women's Ensemble

PHYSICAL EDUCATION

- 40 Aerobics
- 40 Creative Movement
- 32 Health
- 40 Indoor/Outdoor Team Sports
- 40 Lifetime Individual Activities
- 40 Physical Education
- 32 Red Cross Lifeguarding
- 40 Sports Officiating
- 32 Swimming
- 32 Weight Training/Body Building
- 40 Adv. Sport Tech

SCIENCE

- 29 AP Biology
- 29 AP Physics
- 29 AP Chemistry
- 29 Biology
- 29 Chemistry
- 29 Environmental Science
- 29 Forensics
- 29 General Biology
- 29 General Chemistry
- 29 IPES
- 29 Physical Science
- 29 Physics
- 29 Principles of Tech

MATHEMATICS

- 25 Alg. Concepts 9
- 25 Math Lab
- *30 Computer Applications

FUNDAMENTAL CLASSES: 20

Learning Lab: 10

*number of work stations up to this size

4. Class-size limitation recommendations for new classes shall be developed by the Joint Committee.
5. In a team teaching situation, on any grade level, the recommended limitation shall be a ratio of one (1) teacher to every thirty (30) students.
6. When a class size of a teacher for any class period exceeds the above limit recommendation any time after the official count date, the teacher may petition for relief or assistance to the Joint Committee, giving the particulars of the situation. It is recognized that some classes may exceed the recommended limit without creating an unusual problem for the teacher. All petitions for relief or assistance should include rationale for the particular situation, and all petitions will have to be weighed on their relative merits. However, if the class-size limit recommendation is reached and the class includes mainstreamed special education or AST pupils, the teacher will receive priority consideration for relief.

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

7. The Joint Committee shall have a class-size adjustment fund in an amount upgraded to effect the same assistance as seventy-six thousand (\$76,000) could have effected in 1982-83 for use in rendering the decision concerning relief and assistance for teachers who have student numbers above the limit recommendation.
8. The Joint Committee shall evaluate its class-size solutions through contact with the classroom teacher within thirty (30) days. The Joint Committee shall keep a record of expenditures concerning relief and assistance for class-size limitations.
9. If an alternative plan for class organization at the elementary level (assignment of teachers) would result in violation of class size recommendations in Section B3, despite alternatives that are contractually compliant, the following process will be observed:
 - a. Affected staff would be asked for input.

- b. A plan would be developed with the superintendent/designee, the principal, and the affected teachers for relief should additional students enroll in the affected grades.
- c. Affected staff will affirm their awareness of contractual rights and stipulate agreement or disagreement with the plan.
- d. All affected staff (those with excessive class sizes) must agree for acceptance of the plan.

Section C. Special Education Programs and Support Personnel

1. The Board recognizes that a child with special learning needs is entitled to the best professional efforts of all teaching personnel. A teacher may refer the child to the principal for evaluation by the student study. If recommended by the Student Study Team, consultation, testing or other examinations shall be provided as soon thereafter as availability of needed personnel permits.
2. As early as is possible after the above evaluation, a Student Study Team meeting will be held to review the evaluation and all pertinent information and to formulate a Student Study Plan for the student.
3. During the period described above, the teacher shall receive all possible advice and assistance from school personnel relative to working with the student. During the time the student is placed in regular classroom, appropriate supportive assistance will continue to be given to the teacher. In the event the teacher believes that the Student Study Teams recommendation is not adequate, he/she may request a review by the committee team which made the recommendation.
4. When preparing the teacher assignments at the beginning of the school year, the principal shall endeavor to balance the assignment of mainstreamed special education students between available sections and classes.
5. Teachers may request release time or funded educational time to carry out the increased demands placed upon them by federal/state special education laws, policies and regulations and the requirements of a Unified Educational System.
6. When a class size of a special education teacher exceeds the stated recommended class size any time after the official count date, 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. Special education teachers will receive priority consideration for relief.

ARTICLE XVII

REGULAR AND SUPPLEMENTAL SALARIES OF TEACHERS; DEDUCTIONS

Section A. Contract Salaries

1. The contractual salaries of teachers included in this Agreement are set forth in Appendix A, which is attached to and made a part of this Agreement. These shall be increase on the following percentages on each step: 2006-07, 1% on schedule; and 0.25% off schedule—one time payment; 2007-08, 1.75%; and 2008-09, reopen salary negotiations.
2. The contract amount paid to teachers shall be in consideration for the number of days of professional commitment as set forth in the Calendar (Appendix C).

Salary deductions for absences not compensated during the course of work year shall be on a per diem basis. The per diem shall be determined by the teacher's Schedule A salary divided by the number of teacher work days.

3. Scheduled days of student instruction, which are not held because of conditions not within the control of the Board of Education, including inclement weather, may be rescheduled, at the discretion of the Board, to insure that there are a minimum of one thousand ninety eight hours of student instruction. Before rescheduling any hours, the district shall apply the maximum number of hours, or thirty (30), allowed by Michigan Department of Education for conditions not within the control of the Board of Education. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

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

It is understood that the total annual salary is based upon the number of days reflected by the calendar (Appendix C) regardless of whether the days actually worked are the same as originally listed in the calendar (Appendix C) or are adjusted due to necessary rescheduling as provided above.

4. Computation of total salaries which are due to teachers who begin work after the contractual year or terminate employment before the end of said year shall be based on the ratio of the number of workdays to the number of total teacher days reflected in the calendar (Appendix C).
5. Procedures and methods for the handling of deductions, corrections, pay options and disbursements of checks shall be the responsibility of the Board, except in those situations where the teacher rightfully selects a specified procedure such as a method of payment to the Royal Oak Schools Credit Union.

6. All computations of experience credit on the Salary Schedule is determined at the date of initial employment.

Section B. Supplemental Salaries

1. The Supplemental Salaries for teachers are set forth in Appendix B. All supplemental salaries shall increase by the percentage increases negotiated: 2006-07, 1% on schedule; and 0.25% off schedule—one time payment; 2007-08, 1.75%; and 2008-09, reopen salary negotiations.
Refer to limitations as per Article XVII, Section A above.
2. The activities set forth in Appendix B call for exceptional demands upon an individual for time and effort over and beyond the regular workday or work year, and shall be compensated as herein provided. Participation in these activities and acceptance of the Supplemental Salary is voluntary on the part of the individual except when the supplemental is an extension of a classroom teaching assignment. Supplemental Salary rates listed represent maximum for each individual.
3. For purposes of determining a teacher's experience level on the Supplemental Salary Schedule (Appendix B), all teachers performing in such an assignment during the current school year shall receive one (1) year of credit for each year he/she has taught in the Royal Oak School District.

The Board may, at its discretion, give any person involved in a supplemental program credit for years of experience secured outside of the District.

Transfer of experience credit between sports and/or other supplemental activities shall be at the discretion of the Superintendent or designee with notice to the Joint Committee.

4. In sports, if, because of numbers, an additional coach is needed, he/she shall be designated as an Assistant Coach and will be paid at sixty-five percent (65%) of the Coach in that sport if not otherwise designated in Appendix B.
5. Safety Patrol and Service Squad
 - a. The responsibilities to be met in order for an elementary school Safety Patrol to qualify for supplemental compensation are as follows:
 - (1) An active Safety Patrol shall be organized which comprises more than ten (10) pupils.
 - (2) A weekly meeting of the Patrol shall be held outside of school hours.
 - (3) A recreational activity, as a morale-builder for the pupils, shall be carried out at least once per month during the school year, which may include a culminating activity.
 - (4) To be compensable, a Safety Patrol activity must be a predominantly traffic-safety activity.

- (5) The Safety Patrol Sponsor shall cooperate with the principal in developing a program of safety education throughout the school.
 - (6) At least eight (8) traffic-safety posts must be a part of the Safety Patrol activity for compensation to be granted. The Sponsor shall observe the posts on a regular basis and follow up on patrol-related problems.
- b. The responsibilities to be met in order for an elementary school Service Squad Organization Sponsor to qualify for supplemental compensation are as follows:
- (1) An active Service Squad Organization shall be organized which comprises more than ten (10) pupils.
 - (2) A weekly meeting of the Organization shall be held outside of school hours.
 - (3) A recreational activity, as a morale-builder for the pupils, shall be carried out at least once per month during the school year which may include a culminating activity.
 - (4) To be compensable, a Service Squad Organization activity must be predominantly concerned with, but not limited to, traffic flow, pupil safety and pupil welfare within the building.
 - (5) The Service Squad Organization Sponsor shall cooperate with the principal in developing a program of service (safety) education throughout the school.
 - (6) Service Squad Organization are formed by the mutual agreement of the staff and the principal.
6. The District does not expect that school-sponsored activities involving pupils will be scheduled during a school recess and/or vacation period.

Coaches of sports, which are normally in progress during December, are encouraged to avoid scheduling activities during the school recess period. However, practice, competition and/or related activities may be carried on at the request of the Coach, provided such activities shall be approved by the superintendent or designee.

7. The Board retains the absolute right to determine supplemental programs.
8. "Inservice" activities, parent conferences, pre-kindergarten testing, or other professional activities after 5:00 p.m. on schools or any time on non-school days during the school year may be arranged by mutual agreement between principal and teacher(s) with the approval of the Joint Committee. Teachers will be paid at the daily rate for participation in such activities.

Section C. Summer School/Professional Development Rates

The hourly rate for the summer school and professional developmental assignments (i.e., inservice and staff committees) which occur during the summer months shall be increased as follows 2006-07, 1% on schedule; and 0.25% off schedule one time payment; 2007-08, 1.75%; and 2008-09, reopen salary negotiations. Refer to limitations as per Article XVII, Section A above at:

Teaching experience as a regular Royal Oak teacher:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
First through third year:	\$18.52	\$18.84	Reopen
Fourth through sixth year:	\$21.08	\$21.45	Reopen
Seventh year or more:	\$23.62	\$24.03	Reopen

Section D. Driver Education

The following hourly rates shall apply to Driver Education Assignments based upon their teaching experience in the Royal Oak program:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
First through third year:	\$19.74	\$20.09	Reopen
Fourth through sixth year:	\$22.47	\$22.86	Reopen
Seventh year or more:	\$25.23	\$25.67	Reopen

Section E. Procedure for Promotion on Salary Schedule

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

1. All transcripts received by August 31, salary adjustment will be made and retroactive pay will be issued in the second pay of October.
2. All transcripts received by December 31, salary adjustment will be made and retroactive pay will be issued in the second pay of February.
3. All transcripts received by June 1, salary adjustment will be made and retroactive pay will be issued the last pay period of June.

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

Section F. Credit for Experience Outside of the School District

1. Upon employment as a contract teacher, the Board may grant credit on the Salary Schedule (Appendix A) for outside contract teaching experience (including service in the United States Armed Forces.)
2. The Board may grant credit on the Salary Schedule for years and/or half years of experience of comparable value to teaching in the type of position for which said teacher is employed, provided such comparable experience occurred within the past five (5) years.

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

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

Section H. Additional Salary for Extra Services

1. If a high school or middle school teacher assumes an additional period of teaching responsibility on a regular basis (e.g., for twenty (20) consecutive days or more), he/she shall receive extra compensation at the rate of one-sixth (1/6) of the daily salary rate.
2. In the event that a teacher is required to assume the responsibilities of an absent teacher such teacher shall receive remuneration for each such additional period and/or class in accordance with the following schedule:

Planning period in secondary school:	\$20.00 per clock hour paid on a one-quarter (1/4) hour basis
Elementary school:	\$20.00 per clock hour paid on a one-quarter (1/4) hour basis
Covering in a team teaching situation (excluding Sp. Ed./Gen. Ed. teaming):	\$20.00 per clock hour paid on a one-quarter (1/4) hour basis
3. In the event that a teacher is required to assume the additional responsibilities of an absent teacher due to a substitute shortage in the teacher's building, such teacher shall receive additional compensation of \$20.00/clock hour paid on a one-quarter (1/4) hour basis. This additional compensation is exclusive of said teacher's planning time.
4. Middle school exploratory teachers will be paid \$3,000 per semester if they teach a sixth (6th) class, subject to the following conditions:

- a. They will not teach an advisory class during the same period of time.
 - b. They will not be required to teach a sixth (6th) class more than one semester in any school year unless it is voluntary.
 - c. If class is not an entire semester, the amount will be pro-rata.
 - d. Teaching the sixth (6th) class will not exceed the 300 minutes of daily student contact time.
5. CISCO, Novell training: with prior written approval and commitment of two (2) years in district using skills, said teacher shall be paid the summer rate up to fifty hours each session.

Section I. Deduction from Payroll

Upon written authorization from the teacher, the Board shall make payroll deductions and appropriate remittance for a maximum of two (2) approved annuity and/or tax-sheltered plans/programs; the Royal Oak Schools Credit Union; United Foundation donations; other organizations, plans or programs jointly approved by the Association and the Board; and Association dues or representation fees, which may include authorized political action contributions.

Section J. Mileage Allowance

When a teacher assigned to more than one (1) building uses an automobile to travel between school locations, he/she shall be compensated for such mileage traveled at the current IRS rate as of July 1st of each year unless the Board shall act to give other employees a higher rate at which time that new rate will apply to teachers.

Mileage will be paid on a monthly or semester basis upon submission of a mileage voucher to the teacher's immediate supervisor.

Section K. Remuneration for Club Sponsorship

1. A "club" with remunerated sponsorship is one which is recognized within the policies of each school.

A club must meet no less than fifteen (15) times per year.

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

2. A Ski Club sponsor may receive full compensation without fifteen (15) meetings because of the involvement of the sponsor in lengthy ski outings.
3. Each club meeting the above criteria may have allocated four hundred dollars (\$400) for the sponsor, which may be divided between more than one co-sponsor, except that the National Honor Society, Ski Club, Varsity Club, Water Polo Club and Pep Club may request more than one fully-paid sponsor on the basis of extensive activity and/or membership. The principal may approve such multiple sponsorships at his/her discretion.

Section L. Salary for High School Department Heads

The salary for High School Department Heads shall be frozen at the 1999 – 2000 percentage rate pending the recommendations of the Teacher Leader Committee. They also will receive ten (\$10.00) dollars annually for each teacher in the department of which they are head, exclusive of themselves. For purposes of computing the number of teachers in any department, a teacher shall be considered to be a member of the department in which he/she renders service for a majority of his/her working hours daily.

Section M. Compensation for Required Court Appearance During a Non-Scheduled Work Period

1. Teachers who receive a subpoena for a court appearance during a non-scheduled work period may be compensated at the applicable Summer School/Professional Development rate (Article VXII, Section C) for the time that they are required to be in attendance at court provided that:
 - a. the subpoena was issued by the School District or its legal counsel; or the subpoena was the result of an action taken by the teacher(s) regarding a student, while serving in his/her official capacity as an employee of the District (e.g., Protective Services);
 - b. written documentation of said subpoena is provided to the Personnel Office in conjunction with a request for payment of time to be spent in court;
 - c. approval for compensation is granted by the Personnel Office prior to the date stipulated in the subpoena;
 - d. following the mandated court appearance, the witness fee is submitted to the Personnel Office with verification from the court concerning the length of time spent in attendance.
2. The compensation paid, including the witness fee, under this provision shall not exceed the hourly rate multiplied by the hours in attendance in court.
3. Teachers may appeal the denial of any request for compensation for job-related, mandated court appearances during non-scheduled work periods to the Joint Committee. The determination of the Joint Committee shall be final and it shall not be subject to the provisions of the Grievance Procedure.

Section N. Early Retirement Incentive

A committee composed of representatives from the Administration and Association shall be formed to investigate the feasibility of an ERI. The formation of said committee does not necessarily connote a District commitment to an ERI.

ARTICLE XVIII

INSURANCE COVERAGE FOR TEACHERS

Section A. General Provisions

1. The Board shall provide insurance coverage, as defined below, for all eligible teachers, applicable to the classification and family status of all teachers, who have registered with the School District's Business Office by October 1 of the school year.

In no instance shall an employee be covered by more than one (1) hospitalization contract to which the School District contributes.

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

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

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

If a teacher does not elect medical/hospital coverage (MESSA-PAK Plan A), the teacher shall receive a cash payment through the cafeteria plan in the amount of eighteen hundred (\$1,800) dollars.

In addition, the following provisions shall apply:

- a. Teachers must annually indicate acceptance of the option by September 30.
- b. Teacher may apply this amount to a tax shelter annuity account through an annual election.
- c. Distribution of funds will be semi-annually on the following dates:
 - (1) Second pay in October, and
 - (2) First pay in second semester
- d. Teachers hired after the beginning of the school year, or terminating/resigning before the end of the school year shall be pro-rated for this option according to number of days worked.

- e. Each employee, upon his/her date of employment and annually thereafter, is eligible to participate in the School District's Cafeteria Plan, Healthcare Reimbursement Plan and Dependent Care Reimbursement Plan. An employee's participation and eligibility for benefits shall be subject to and governed by the terms and provisions of the Plans and shall not be subject to the arbitration provisions of Article XV.
2. Any insurance benefit set forth in Section C of this Article shall be provided on a pro-rata basis for the premium payment to any part-time teacher wishing to receive such a benefit, in the event that the teacher shall pay the balance of the premium payment through payroll deduction.
3. The Board shall pay the premiums for all insurance coverage as provided in this Article throughout the year (12 months) for all teachers who fulfill their work year with the School District.
4. The terms of any contract or policy issued by an insurance company for the coverage described below shall be controlling as to all teachers concerning benefits, eligibility, termination of coverage, and other related matters.
5. The Board, by payment of the premium amounts required to provide the coverage described below, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as stated below. The failure of an insurance company/carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board and/or the Association, nor shall such failure be considered a breach by either of them of any obligation under this Agreement.
6. Disputes between teachers and/or the teachers' beneficiaries and any insurance carrier/company shall not be subject to the provisions of the Grievance Procedure (Article XV).
7. Teachers who are placed on an unpaid leave of absence except as provided in Article X, Section A and D and/or who terminate/resign their employment with the School District, may exercise their COBRA (Consolidated Omnibus Budget Reconciliation Act) rights.

Section B. Insurance for Full-/time Teachers

The insurance is as follows:

Health:	2006-07	MESSA Super Care 1 (100/200 \$5 Rx) or MESSA Choices
	2007-08	MESSA Super Care 1 (\$10/\$20 Prescription co-pay) or MESSA Choices (\$10/\$20 prescription co-pay)
	2008-09	Reopen to negotiation

Employees electing MESSA Choices will receive that health benefit at no cost to the employee. All employees selecting Super Care 1 shall pay the difference between the Super Care 1 monthly PAK rate multiplied times twelve. This annual contribution

amount for Super Care 1 shall be paid through payroll deduction beginning the first pay of the school year and continuing for a total of twenty-one pays, in equal installments.

All employees hired after January 1, 2004 shall receive MESSA Choices as their Health Care plan without cost to the employees.

See Appendix G for Super Care 1 and MESSA Choices specifics, which includes dental, vision, LTD and life.

Section C. Life Insurance

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

Section D. Liability Insurance

The Board shall provide public liability insurance coverage in the amount of five hundred thousand dollars (\$500,000) for all eligible teachers as provided for in Article IV, Section C.

ARTICLE XIX

NEGOTIATIONS

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

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

Section C. Three (3) official copies of the final Agreement will be executed, signed by the parties, one (1) retained by the Association, one (1) by the Board of Education and one (1) by the Superintendent.

Section D. Cost of printing one thousand (1000) copies of the Agreement will be underwritten jointly by the Board and the Association.

One (1) copy of the Agreement will be provided for each member of the bargaining unit.

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

Section F. In the event the Michigan Teachers' Tenure Act is repealed or altered during the term of this Agreement, the parties agree to reopen negotiations within two

(2) weeks of such alteration or repeal on procedure for discharge, discipline or demotion of tenure teachers.

Section G. In the event of the failure of any millage vote or similar economic hardship placed upon the Board over which it has no control, it is agreed that Sections B through E of Article XVI (Teacher Class Load and Class Size) shall expire after September 1, 1995. Thereafter the parties shall meet to negotiate any alternatives to said Sections; however, it is expressly agreed that all other Articles and Sections of this Agreement shall remain in full force and effect until the expiration date of said Agreement.

ARTICLE XX

CONTINUITY OF OPERATION

The Association recognizes that strikes by teachers are contrary to law and public policy. Therefore, so long as this Agreement is in effect, the Association shall not cause or permit its members to cause, nor will any teacher or member of this Association take part in any strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work, or restriction or interference with educational processes in the Royal Oak School District for any reason whatsoever. Nor will the Association threaten, induce, authorize or sanction the same.

Upon learning of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work, or restriction or interference with educational processes in the Royal Oak School District, the Association shall take all steps necessary to bring such activity to a prompt end.

Teachers who violate the provisions of this Article shall be subject to discharge or any lesser disciplinary action the Board shall impose without any recourse to the Grievance Procedure contained in this Agreement.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of the first (1st) day of September, 2006 and shall continue in force and effect until midnight of the twenty-fifth (25th) day of August, 2009.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives on _____.

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

ROYAL OAK EDUCATION
ASSOCIATION, MEA/NEA

By _____
President

Secretary

Date

By _____
President

Executive Director

Date

APPENDIX A-3
TEACHER'S SALARY SCHEDULE
2007-08

	<u>B.A. Degree</u>	<u>B.A. +20 Semester Hours</u>	<u>M.A. Degree or B.A. + 30 Sem Hours</u>	<u>M.A. +15 Sem Hours</u>	<u>M.A. +30 Sem Hours</u>	<u>M.A. +45 Sem Hours</u>	<u>Ph.D. or Ed.D</u>
Base \$	37,884	\$ 38,758	\$ 40,567	\$ 41,444	\$ 42,321	\$ 43,633	\$ -
1/2	38,960	39,864	41,736	42,638	43,540	44,899	-
1	40,039	40,962	42,908	43,835	44,757	46,158	-
1/2	40,799	41,898	44,277	45,207	46,130	47,296	-
2	41,547	42,829	45,644	46,568	47,499	48,428	-
1/2	42,299	43,643	47,016	47,940	48,874	49,799	-
3	43,057	44,457	48,268	49,299	50,230	51,167	52,177
1/2	43,973	45,443	49,803	50,967	51,975	52,979	54,144
4	44,891	46,427	51,236	52,626	53,708	54,791	56,109
1/2	46,203	47,584	52,620	54,092	55,289	56,381	57,699
5	47,520	48,746	54,016	55,559	56,877	57,968	59,285
1/2	48,891	50,157	55,567	57,165	58,370	59,513	60,852
6	50,256	51,572	57,126	58,767	59,870	61,065	62,421
1/2	51,952	53,160	58,642	60,123	61,332	62,503	63,835
7	53,650	54,747	60,169	61,476	62,795	63,945	65,258
1/2	55,402	56,939	62,495	63,807	66,111	66,405	67,781
8	57,153	59,128	64,819	66,133	67,558	68,872	70,296
1/2	58,579	60,658	67,012	68,111	69,701	71,012	72,382
9	60,004	62,198	69,202	70,081	71,839	73,146	74,462
1/2	62,503	64,759	72,676	73,579	74,922	76,506	77,398
10	65,959	68,305	77,263	78,208	80,087	81,036	81,506
15	67,242	69,600	78,555	79,502	80,437	82,329	82,800
20	67,898	70,247	79,203	80,149	81,085	82,977	83,447
25	68,544	70,893	79,849	80,795	81,731	83,623	84,094
30	69,144	71,493	80,449	81,395	82,331	84,223	84,694

Salary Schedule Increase	1.75%
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APPENDIX A-3
TEACHER'S SALARY SCHEDULE
2006-07

	B.A. +20		M.A. Degree		M.A. +30		M.A. +45		Phd or
	<u>B.A. Degree</u>	<u>Semester Hours</u>	<u>or B.A. + 30 Sem Hours</u>	<u>M.A. +15 Sem Hours</u>	<u>M.A. +30 Sem Hours</u>	<u>M.A. +45 Sem Hours</u>	<u>M.A. +45 Sem Hours</u>	<u>Ed.D</u>	
Base	\$ 37,233	\$ 38,091	\$ 39,869	\$ 40,731	\$ 41,593	\$ 42,882	\$ 42,882		\$ -
1/2	38,290	39,178	41,019	41,905	42,791	44,127	44,127		-
1	39,351	40,257	42,170	43,081	43,988	45,364	45,364		-
1/2	40,097	41,178	43,515	44,429	45,337	46,482	46,482		-
2	40,832	42,092	44,859	45,767	46,682	47,595	47,595		-
1/2	41,571	42,893	46,207	47,115	48,033	48,942	48,942		-
3	42,317	43,693	47,438	48,452	49,366	50,287	50,287	51,280	
1/2	43,217	44,661	48,947	50,091	51,081	52,068	52,068	53,213	
4	44,119	45,629	50,355	51,721	52,784	53,849	53,849	55,144	
1/2	45,409	46,765	51,715	53,161	54,339	55,411	55,411	56,707	
5	46,702	47,907	53,087	54,604	55,898	56,971	56,971	58,266	
1/2	48,051	49,294	54,611	56,182	57,366	58,489	58,489	59,805	
6	49,391	50,685	56,143	57,757	58,840	60,015	60,015	61,347	
1/2	51,058	52,246	57,634	59,089	60,277	61,428	61,428	62,737	
7	52,727	53,805	59,134	60,419	61,715	62,845	62,845	64,136	
1/2	54,449	55,959	61,420	62,709	64,974	65,262	65,262	66,615	
8	56,170	58,111	63,705	64,995	66,396	67,687	67,687	69,087	
1/2	57,572	59,615	65,859	66,940	68,502	69,791	69,791	71,137	
9	58,972	61,128	68,011	68,875	70,603	71,888	71,888	73,181	
1/2	61,428	63,645	71,426	72,314	73,633	75,190	75,190	76,067	
10	64,824	67,130	75,934	76,863	78,710	79,642	79,642	80,104	
15	66,086	68,403	77,204	78,134	79,054	80,913	80,913	81,376	
20	66,730	69,039	77,840	78,771	79,690	81,549	81,549	82,011	
25	67,366	69,674	78,476	79,406	80,325	82,185	82,185	82,648	

Salary Schedule Increase	1.00%
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**ROYAL OAK EDUCATIONAL ASSOCIATION
SCHEDULE B
2007-08**

Wage Increase	1.75%
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Athletic Coaches	Senior High School				
	Year 1	Year 2	Year 3	Year 4	Year 5
Athletic Director HS*	3,350	4,184	5,021	5,856	6,798
Faculty Manager	1,673	2,091	2,510	2,932	3,566
PE Coordinator	1,673	2,091	2,510	2,932	3,566
Asst Athletic Director	1,119	1,395	1,673	1,953	2,661
Head Varsity Football**	3,350	4,184	5,021	5,857	6,798
Asst Varsity Football**	2,229	2,790	3,349	3,904	4,594
JV/Reserve Football***	1,673	2,143	2,609	3,078	4,027
Freshman Football	1,119	1,642	2,167	2,694	3,587
Trainer***	442	555	668	780	906
Weight Room Supervisor	706	864	1,023	1,180	1,357
Varsity Soccer	2,189	2,644	3,098	3,554	4,436
JV & Assistant Soccer	1,389	1,737	2,084	2,431	3,271
Head Cross-Country	1,673	2,087	2,511	2,932	3,714
Asst Cross-Country	1,119	1,395	1,673	1,953	2,661
Varsity Basketball	3,013	3,870	4,520	5,274	6,333
Asst Varsity Basketball	1,119	1,620	2,124	2,627	3,717
JV/Reserve Basketball	1,564	2,034	2,503	2,972	3,911
Fresh/Asst Varsity Basketball	1,119	1,620	2,124	2,627	3,495
Varsity Swim	2,453	3,067	3,683	4,295	5,275
Asst/Varsity Swim & Diving	1,786	2,230	2,680	3,123	3,869
Freshman Swim	1,337	1,672	2,009	2,342	2,719
Sync Swim with Production	1,564	1,954	2,342	2,733	3,167
Sync Swim-No Production	670	838	1,011	1,173	1,357
Head Wrestling	2,453	3,067	3,683	4,295	5,244
JV/Asst Wrestling	1,564	1,954	2,342	2,733	3,523
Varsity Volleyball	1,673	2,290	2,908	3,523	4,704
JV/Reserve/Freshman Volleyball	1,119	1,555	1,994	2,434	3,219
Head Gymnastics	1,673	2,290	2,908	3,523	4,749
Asst Gymnastics	1,119	1,448	1,781	2,113	3,002
Head Hockey	1,673	2,290	2,908	3,523	4,200
JV & Asst Hockey	1,119	1,448	1,781	2,113	2,482
Head Lacrosse	2,189	2,644	3,098	3,554	4,436
Varsity Baseball/Softball	1,673	2,290	2,908	3,523	4,637
JV/Reserve Baseball/Softball	1,119	1,555	1,994	2,434	3,305
Fresh/Asst Baseball/Softball	1,119	1,512	1,909	2,305	3,050
Head Varsity Track	1,673	2,290	2,908	3,523	4,619
Asst Varsity Track	1,119	1,512	1,909	2,305	3,116
JV/Reserve Track	1,119	1,512	1,909	2,305	3,116
Freshman Track	1,119	1,512	1,909	2,305	3,116
Golf	1,119	1,598	2,082	2,563	3,563
Head Varsity Tennis	1,337	1,771	2,204	2,639	3,541
Freshman Tennis	893	1,126	1,358	1,588	2,062
Dance with Production	1,564	1,992	2,326	2,846	3,369
Dance without Production	670	838	1,004	1,163	1,357

Bowling without Tournament	224	280	347	388	448
Head Cheerleading	1,228	1,598	1,972	2,342	2,887
Asst Cheerleading	1,005	1,278	1,548	1,819	2,217
Competitive Cheerleading	2,453	3,067	3,683	4,295	5,244
Special Olympics	893	1,126	1,358	1,588	2,062

* Plus one (1) released hour per day

** Two weeks preconditioning practice is required

*** This person is one of the assistant football coaches who is designated as the "trainer"

<u>Athletic Coaches</u>	<u>Middle School</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Athletic Chairperson	893	1,126	1,358	1,588	2,350
Football	1,119	1,512	1,909	2,305	2,950
Basketball	1,119	1,512	1,909	2,305	2,868
Volleyball	1,119	1,395	1,673	1,953	2,534
Baseball	893	1,254	1,612	1,975	2,680
Swimming	893	1,254	1,612	1,975	2,621
Softball	893	1,254	1,612	1,975	2,680
Wrestling	893	1,254	1,612	1,975	2,621
Track	893	1,254	1,612	1,975	2,595
Gymnastics	1,119	1,512	1,909	2,305	2,887
Cheerleading	1,119	1,512	1,909	2,305	2,887
Intramurals	1,119	1,395	1,673	1,953	2,599

	<u>District</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Coordinator of Music	978	1,217	1,464	1,709	1,981

	<u>Senior High School</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Symphony Band	1,871	2,339	2,809	3,275	3,801
Concert Band	1,312	1,639	1,967	2,293	2,659
Marching Band	722	904	1,082	1,265	1,464
Pep Band	486	611	735	854	992
Symphony Orchestra	1,871	2,339	2,809	3,275	3,801
Concert Orchestra	1,312	1,639	1,967	2,293	2,659
Vocal Music	1,871	2,339	2,809	3,275	3,801
Glee Club (min. of two performing groups)	1,312	1,639	1,967	2,293	2,659
Dramatics Per Production (to max of 3)	978	1,217	1,463	1,709	1,981
Dramatic-Musical Production (additional for Dramatic Director)	366	456	548	638	746
Instrumental Music Director	735	915	1,100	1,284	1,486
Choral Music Director	735	915	1,100	1,284	1,486
Choreographer (if integral part of production)	366	456	548	638	746

	<u>Middle School</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Band	1,217	1,526	1,833	2,137	2,838
Orchestra	1,217	1,526	1,833	2,137	2,838
Chorus	1,217	1,526	1,833	2,137	2,838

Music-Instrumental
 Music-Vocal

<u>Elementary School</u>					
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	
234	331	429	523	644	
979 (to be distributed per Appendix F-4)					

Activity Sponsors
 Junior-Senior Class Advisor
 Official Publications, each
 Debate
 Model Nations
 Computer Technical Operator
 Forensics
 Supply Store Manager
 Student Government

<u>Senior High School</u>					
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	
1,745	2,326	2,908	3,489	4,131	
854	1,070	1,284	1,496	1,735	
1,464	1,833	2,195	2,564	2,974	
1,464	1,833	2,195	2,564	2,974	
2,442	3,050	3,661	4,272	4,952	
735	915	1,100	1,284	1,486	
977	1,216	1,552	1,709	1,981	
1,217	1,524	1,833	2,137	2,478	

Safety Patrol Sponsorship
 Safety Patrol - fewer than 16 posts
 Safety Patrol - more than 16 posts
 Service Squad

<u>Elementary School</u>					
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	
977	1,216	1,552	1,709	1,981	
1,217	1,524	1,833	2,137	2,478	
977	1,216	1,552	1,709	1,981	

Non-Athletic Responsibilities

Guidance Counselor two weeks pro rata teaching contract
 Student Accounting Advisor two weeks pro rata teaching contract
 School to Career, each coordinator one week pro rata teaching contract
 additional weeks thereafter to be
 determined by the supervisor
 after consultation with coordinator

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

**ROYAL OAK EDUCATIONAL ASSOCIATION
SCHEDULE B
2006-07**

Wage Increase	1.00%
----------------------	--------------

<u>Athletic Coaches</u>	<u>Senior High School</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Athletic Director HS*	3,292	4,112	4,934	5,755	6,681
Faculty Manager	1,644	2,055	2,467	2,881	3,505
PE Coordinator	1,644	2,055	2,467	2,881	3,505
Asst Athletic Director	1,100	1,371	1,644	1,919	2,615
Head Varsity Football**	3,292	4,112	4,934	5,757	6,681
Asst Varsity Football**	2,191	2,742	3,291	3,837	4,515
JV/Reserve Football***	1,644	2,106	2,564	3,025	3,958
Freshman Football	1,100	1,613	2,130	2,647	3,525
Trainer***	434	545	656	767	891
Weight Room Supervisor	694	849	1,005	1,160	1,333
Varsity Soccer	2,151	2,598	3,045	3,493	4,360
JV & Assistant Soccer	1,365	1,708	2,049	2,390	3,215
Head Cross-Country	1,644	2,051	2,468	2,881	3,650
Asst Cross-Country	1,100	1,371	1,644	1,919	2,615
Varsity Basketball	2,962	3,803	4,442	5,183	6,224
Asst Varsity Basketball	1,100	1,592	2,087	2,582	3,653
JV/Reserve Basketball	1,537	1,999	2,460	2,921	3,844
Fresh/Asst Varsity Basketball	1,100	1,592	2,087	2,582	3,435
Varsity Swim	2,411	3,014	3,619	4,221	5,185
Asst/Varsity Swim & Diving	1,756	2,192	2,633	3,070	3,802
Freshman Swim	1,314	1,643	1,975	2,302	2,672
Sync Swim with Production	1,537	1,920	2,302	2,686	3,112
Sync Swim-No Production	659	823	993	1,153	1,333
Head Wrestling	2,411	3,014	3,619	4,221	5,154
JV/Asst Wrestling	1,537	1,920	2,302	2,686	3,462
Varsity Volleyball	1,644	2,251	2,858	3,462	4,623
JV/Reserve/Freshman Volleyball	1,100	1,528	1,960	2,392	3,164
Head Gymnastics	1,644	2,251	2,858	3,462	4,667
Asst Gymnastics	1,100	1,423	1,750	2,076	2,950
Head Hockey	1,644	2,251	2,858	3,462	4,128
JV & Asst Hockey	1,100	1,423	1,750	2,076	2,439
Head Lacrosse	2,151	2,598	3,045	3,493	4,360
Varsity Baseball/Softball	1,644	2,251	2,858	3,462	4,557
JV/Reserve Baseball/Softball	1,100	1,528	1,960	2,392	3,248
Fresh/Asst Baseball/Softball	1,100	1,486	1,876	2,266	2,998
Head Varsity Track	1,644	2,251	2,858	3,462	4,540
Asst Varsity Track	1,100	1,486	1,876	2,266	3,062
JV/Reserve Track	1,100	1,486	1,876	2,266	3,062
Freshman Track	1,100	1,486	1,876	2,266	3,062
Golf	1,100	1,571	2,046	2,519	3,502
Head Varsity Tennis	1,314	1,741	2,166	2,594	3,480
Freshman Tennis	878	1,107	1,334	1,561	2,026
Dance with Production	1,537	1,958	2,286	2,797	3,311
Dance without Production	659	823	987	1,143	1,333

Bowling without Tournament	220	275	341	382	441
Head Cheerleading	1,207	1,571	1,938	2,302	2,838
Asst Cheerleading	988	1,256	1,521	1,788	2,179
Competitive Cheerleading	2,411	3,014	3,619	4,221	5,154
Special Olympics	878	1,107	1,334	1,561	2,026

* Plus one (1) released hour per day

** Two weeks preconditioning practice is required

*** This person is one of the assistant football coaches who is designated as the "trainer"

<u>Athletic Coaches</u>	<u>Middle School</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Athletic Chairperson	878	1,107	1,334	1,561	2,309
Football	1,100	1,486	1,876	2,266	2,900
Basketball	1,100	1,486	1,876	2,266	2,818
Volleyball	1,100	1,371	1,644	1,919	2,490
Baseball	878	1,233	1,585	1,941	2,633
Swimming	878	1,233	1,585	1,941	2,576
Softball	878	1,233	1,585	1,941	2,633
Wrestling	878	1,233	1,585	1,941	2,576
Track	878	1,233	1,585	1,941	2,550
Gymnastics	1,100	1,486	1,876	2,266	2,838
Cheerleading	1,100	1,486	1,876	2,266	2,838
Intramurals	1,100	1,371	1,644	1,919	2,554

	<u>District</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Coordinator of Music	961	1,196	1,439	1,680	1,947

	<u>Senior High School</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Symphony Band	1,839	2,299	2,761	3,218	3,736
Concert Band	1,289	1,611	1,933	2,254	2,613
Marching Band	710	888	1,064	1,243	1,439
Pep Band	478	601	723	839	975
Symphony Orchestra	1,839	2,299	2,761	3,218	3,736
Concert Orchestra	1,289	1,611	1,933	2,254	2,613
Vocal Music	1,839	2,299	2,761	3,218	3,736
Glee Club (min. of two performing groups)	1,289	1,611	1,933	2,254	2,613
Dramatics Per Production (to max of 3)	961	1,196	1,438	1,680	1,947
Dramatic-Musical Production (additional for Dramatic Director)	359	448	539	627	733
Instrumental Music Director	723	899	1,081	1,262	1,461
Choral Music Director	723	899	1,081	1,262	1,461
Choreographer (if integral part of production)	359	448	539	627	733

Band	<u>Middle School</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
	1,196	1,500	1,802	2,100	2,790

Orchestra	1,196	1,500	1,802	2,100	2,790
Chorus	1,196	1,500	1,802	2,100	2,790

Elementary School					
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Music-Instrumental	230	325	421	514	633

Senior High School					
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Activity Sponsors					
Junior-Senior Class Advisor	1,715	2,286	2,858	3,429	4,060
Official Publications, each	839	1,052	1,262	1,470	1,705
Debate	1,439	1,802	2,158	2,520	2,923
Model Nations	1,439	1,802	2,158	2,520	2,923
Computer Technical Operator	2,400	2,998	3,598	4,199	4,867
Forensics	723	899	1,081	1,262	1,461
Supply Store Manager	960	1,195	1,526	1,680	1,947
Student Government	1,196	1,498	1,802	2,100	2,436

Elementary School					
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Safety Patrol Sponsorship					
Safety Patrol - fewer than 16 posts	960	1,195	1,526	1,680	1,947
Safety Patrol - more than 16 posts	1,196	1,498	1,802	2,100	2,436
Service Squad	960	1,195	1,526	1,680	1,947

Non-Athletic Responsibilities

Guidance Counselor two weeks pro rata teaching contract
 Student Accounting Advisor two weeks pro rata teaching contract
 School to Career, each coordinator one week pro rata teaching contract
 additional weeks thereafter to be
 determined by the supervisor
 after consultation with coordinator

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

APPENDIX B-3
2006-2009 SUPPLEMENTAL SALARY SCHEDULE

The attached five-step Supplemental Salary Schedule shall apply to teachers assigned by the Board to the positions designated herein and shall be adjusted as follows 2006-07, 1% on schedule; and 0.25 off schedule—one time payment; 2007-08, 1.75%; and 2008-09, reopen salary negotiations. Refer to limitations as per Article XVII, Section A above.

**SCHOOL DISTRICT OF THE CITY OF ROYAL OAK
2007-2008 CALENDAR**

Appendix C

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>2007</u>						<u>2008</u>		1)	2	3	4
July	2	3	4	5	6	January	7♦	⑧	9	10	11
	9	10	11	12	13		14	☒✓15	16	17	☒18
0 Tchr.	16	17	18	19	20	21 Tchr.	(21)	22^	&23	24	25
0 Stud.	23	24	25	26	27	20 Stud.	28	29R	30	31	
	30	31									
August			1	2	3	February					1
	6	7	8	9	10		4	5	6x	7>	8
2 Tchr.	13	14	15	16	17	16 Tchr.	11	♦(12)	13	14	15
0 Stud.	20	21	22	23	24	16 Stud.	(18)	19	20	21	22)
	27	28	[29]	{30}	(31)		25	26R	27	28	29
September	3)	4	5	6	7	March	3	✓4	5x	6	☒7
	10	♦(11)	12	13	14		10	11	12	13	#14
19 Tchr.	17	18	19	20	21	15 Tchr.	17	♦18R	19	20	(21
19 Stud.	24	25R	26	27	28	15 Stud.	24	25	26	27	28)
							31				
October	1	✓2	3x	4>	5	April		✓1	2x	3	4
	8	9	10	11	☒12		7	♦	⑧	9	10
23 Tchr.	15	♦16	17	18	19	22 Tchr.	14	15	16	17	18
23 Stud.	22	23	24	25	26	22 Stud.	21	22	23	24	☒25
	29	30R	31				28	29R	30		
November				1	2	May			1>	2	
	5	[6]	7	8	☒9/		5	✓6	7	8	9
20 Tchr.	12	✓13	14	15	16	21 Tchr.	12	♦(13)	14	15	16
19 Stud.	19	♦20	☒21°	(22	23)	21 Stud.	19	20R	21	22	23
	26	27R	28	29	30		(26)	27	28	29	30
December	3	4	5x	6	7	June	2	3	4	5	6
	10	♦(11)	12	13	14		9	☒10	11	12	☒13
15 Tchr.	17	18	19	20	21	12 Tchr.	16^	17*	18	19	20
15 Stud.	(24	25	26	27	28	10 Stud.	23	24	25	26	27
	31						30				

180 Pupil Days
186 Tchr. Days

89 Days First Semester
93 Days First Semester

91 Days Second Semester
93 Days Second Semester

- ☐ First Day of School
- { } Teacher Work Day, Pupils not in Session
- () Holiday/Recess, No School
- [] Professional Development Day-Election Day
- ^ Teacher Records Day
- X Late Start for Secondary Students (5)
- 90 min. Sec. Professional Development meetings(6)
- ✓ 30 min. Business Meeting(6)
- ☒ Elem. Marking Period End Dates
- ☒ Secondary Marking Period End Dates
- ♦ 60 min. Elem. Professional Development meetings (9)

- & First Day of Second Semester
- 1/2 Day District Wide Comp Day
- > 1/2 Day Elementary Release (3)
- / 1/2 Day Elementary Records
- * District Full Comp Day
- _ High School Exams
- R Teacher Union meetings
- # MME - 1/2 Day PD - HS
- Note: All Elem. 60 min. PD meetings will occur before school begins
- Note: All Elem. 30 min. Business meetings will occur before.

APPENDIX D

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

Absence Under Personal Business Policy
For Professional Staff

Teachers shall be allowed three (3) days of absence each year out of the annual paid leave days allowed in Article XI, Section A, 1, for personal business or for legal and professional matters which can be transacted only during the school day. Except as set forth below, none of these days shall be used to extend a school holiday and/or break. Personal business days shall not be accumulated from year to year, but will accumulate as paid leave days the following year.

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

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

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

Date

Signature

Name (please print or type)

Principal's or Supervisor's Signature

To be filed by the principal or supervisor in the Human Resources office.

APPENDIX E

ROYAL OAK EDUCATION GRIEVANCE FORM

STEP ONE

Grievance No.: _____

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

Grievant _____ Informal Step Meeting Date _____

Home Address _____ Phone _____

School _____ Grade/Subject _____

Immediate Supervisor/Principal _____

Date of Alleged Grievance _____

Contract Provision Allegedly Violated _____

Statement of Alleged Violation:

Redress or relief sought:

Step One Filing Date _____

Signature of Grievant

Signature of ROEA

Grievant _____

Grievance No: _____

ROYAL OAK EDUCATION ASSOCIATION GRIEVANCE FORM

STEP TWO – BUILDING LEVEL

Meeting Date _____

Response of Immediate Supervisor/Principal:

Signature of Supervisor/Principal

Date

STEP THREE – SUPERINTENDENT/DESIGNEE'S LEVEL

Receipt of Step 3 request _____

Meeting date with Association _____

Disposition:

Signature of Superintendent/Designee

Date

STEP FOUR – SUBMISSION TO ARBITRATION

Signature of ROEA President/MEA Exec. Dir.

Date

APPENDIX F-1

Letter of Understanding

Shared Teaching

Teachers who desire to enter into a shared-teaching arrangement, which has been recommended by the building principal, shall submit their written proposal to the Assistant Superintendent of Schools for approval.

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

Royal Oak Education Association

School District, City of Royal Oak

Date: _____

Date: _____

APPENDIX F-2

Letter of Understanding

Balancing Special Education Students

It is the intent of the Board of Education to honor both in letter and in spirit Article XVI, Section E, 4, for the Master Agreement between the ROEA and the Board of Education regarding the mainstreaming of special education students in regular education classes.

While it is recognized that this goal is often difficult to achieve, it is nevertheless our intention to make every best effort to attain it. As a result, the Board of Education through its representatives will communicate with those administrators who have scheduling responsibilities at the secondary level to establish this as a priority when building administrators are scheduling students prior to and during a given school year.

Royal Oak Education Association

School District, City of Royal Oak

Date: _____

Date: _____

APPENDIX F-3

Letter of Understanding

Lost And/Or Increased Projected Revenue

In the event that the District's budget's projected revenue falls, due to circumstances over which it has no control, below two percent (2%) or in the event that the District's budget's projected revenue is increased, due to circumstances over which it has no control, by two percent (2%) or more through unanticipated, undesignated funds, proposals that may have a direct impact on this Agreement will be negotiated.

Royal Oak Education Association

School District, City of Royal Oak

Date: _____

Date: _____

APPENDIX F-4

Letter of Understanding

Elementary Vocal Music Supplemental Salary

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

All elementary vocal music teachers shall be eligible for a supplemental as referenced in Appendix B, not to exceed one such supplemental payment per building.

It shall be understood that every elementary vocal music teacher will participate in the All-City Vocal Music Festival without additional compensation.

Further, it is understood that it is the responsibility of every elementary vocal music teacher to ensure that every elementary student in grades one through five shall be given at least one (1) opportunity to perform in an organized program during the school year. Programs shall be presented to the general public in the evening. Scheduling of these programs will be coordinated with the building principal.

The above agreement is effective immediately and shall remain in effect for the duration of this Agreement.

Royal Oak Education Association

School District, City of Royal Oak

Date: _____

Date: _____

LETTER OF UNDERSTANDING

It is hereby agreed between the School District of the City of Royal Oak ("the School District") and the Royal Oak Education Association ("the Association") that the layoff and recall provisions of the parties collective bargaining agreement shall be applied as follows for layoffs of members of the bargaining unit represented by the Association (hereinafter referred to as "teachers") until August 25, 2009.

Vacancies are defined by Article IX, Section D,(1). Accordingly, a vacancy shall not be created as a result of a layoff. Positions that become available as a result of a layoff do not fall under the parameters of Article IX and therefore shall not be posted. Positions that result from a layoff will be filled first by a displaced teacher, based on seniority, within the teacher's departmental line as set forth in Article IX, Section E(1)(b) as long as the displaced teacher is certified and qualified for the position. If no position that resulted from a layoff exists within the teacher's departmental line then the displaced teacher will be transferred to the position for which he/she is certified and qualified which is held by the least senior teacher within the school district.

This document represents the entire agreement of the parties as to the matters to which it relates, and no other agreement shall be binding unless in writing and signed by the parties.

Dated: _____

THE SCHOOL DISTRICT

THE ASSOCIATION

By: _____

By: _____

Its: _____

Its: _____

APPENDIX F-5

Letter of Understanding

Americans With Disability Act

The parties agree that, after consultation with the Association, the Board may take whatever action it deems appropriate under the provisions of the Americans With Disabilities Act (ADA), including, but not limited to, transferring teachers under the provisions of Article IX (Teacher Placement, Transfer and Retirement), Section B, 3, to create a position for the teacher qualified under the ADA.

Royal Oak Education Association

School District, City of Royal Oak

Date: _____

Date: _____

APPENDIX F-6

Letter of Understanding

Negotiations Regarding Changes in Contract Language Due to Enactment of Federal and/or State Legislation

Within thirty (30) days following notification of the enactment of Federal and/or State legislation that may effect the provisions of the Agreement, the parties agree to meet to open negotiations on the impact upon the terms and conditions of the Agreement resulting from such legislation.

APPENDIX F-7
CLOCK HOURS
LETTER OF UNDERSTANDING
BETWEEN THE
ROYAL OAK EDUCATION ASSOCIATION
AND THE
ROYAL OAK BOARD OF EDUCATION

The parties agree that the reference to "clock" hours in Article VII, Section A.3, shall not change the teaching load from the traditional five (5) classes or its equivalent. The reference was included to provide flexibility in the scheduling of the five (5) classes (i.e., variable time scheduling, block scheduling, middle school teaming, etc.)

Royal Oak Education Association

Royal Oak School District

Date: _____

Date: _____

APPENDIX F-8
LETTER OF UNDERSTANDING
BETWEEN THE
ROYAL OAK EDUCATION ASSOCIATION
AND THE
ROYAL OAK BOARD OF EDUCATION
CONTINUING EDUCATION

All bargaining unit members can elect one (1) Continuing Education course free of charge per semester pending course availability five (5) days prior to the start of the class.

Materials/book costs are the responsibility of the bargaining unit member.

Royal Oak Education Association

Royal Oak School District

Date: _____

Date: _____

APPENDIX F-9

LETTER OF AGREEMENT
BETWEEN THE
SCHOOL DISTRICT OF THE CITY OF ROYAL OAK
AND THE
ROYAL OAK EDUCATION ASSOCIATION

Teacher Leaders

In order to give teachers opportunity for leadership within the building and within the district, a Teacher Leader program will be developed to begin in the 2001 – 02 school year.

On or about December 2000, a committee composed of Curriculum Sub-Committee members, one ROEA negotiating team member and one middle school administrator will:

- A. Conduct a district needs assessment.
- B. Design a program which designates titles of leaders, number of positions, and compensations/release time recommendations.*
- C. Recommend a selection process for Teacher Leaders, including the criteria to be used for selection.

The final recommendations will be submitted to the Bargaining Teams for their review. The final program will be ratified by the ROEA Bargaining unit and the Board of Education.

*As part of this design, current contract language on salary for the high school department heads (Article XVI, Section I, page 56 in the contract) shall be reviewed and appropriate recommendations included in the Teacher Leader Program recommendations.

School District of the City of Royal Oak

Date

Royal Oak Education Association

Date

APPENDIX F - 10

LETTER OF AGREEMENT
BETWEEN THE
SCHOOL DISTRICT OF THE CITY OF ROYAL OAK
AND THE
ROYAL OAK EDUCATION ASSOCIATION

Teacher Evaluation Option Study

This Letter of Agreement is between the Royal Oak Education Association hereinafter the "Association" and the School District of the City of Royal Oak, hereinafter "School District".

1. The committee will be composed of an equal number of ROEA representatives and administrative representatives
2. The anticipated date for a draft plan is March 1, 2001.
3. Joint Committee will review the draft pilot during March, 2001.
4. ROEA Executive Board will have the opportunity to review the draft pilot plan during April, 2001.
5. The draft plan will be piloted during the 2001 – 2002 school year with participation in that plan by mutual agreement of the administrator and the teacher.
6. The final plan will be ratified by the Board and ROEA membership by June, 2002.
7. To devise a system for moving tenured teachers beyond evaluation, into systematic professional development. The study is to include:

INTERESTS

- Make evaluation process more meaningful for tenured teachers*
 - Encourage professional growth for tenured teachers in a systematic manner*
 - Fulfill legal requirements regarding evaluation of teachers*
 - Provide teacher input into his/her evaluation and systematic professional development*
 - Promote consistency throughout the school district in Evaluation/Professional Development*
 - Enable all employees to participate in professional development opportunities*
 - Concern that there is no disparate treatment or impact*
 - Recognize professional development*
8. Pilot participants may return to the evaluation system listed in Appendix H prior to February 2002.

This Letter of Agreement is entered into without binding precedent or past practice in any future matters, nor shall the terms of the agreement be utilized by any party for purposes or interpreting a provision of the Master Agreement between Association and School District.

School District of the City of Royal Oak

Date

Royal Oak Education Association

Date

APPENDIX F – 11

LETTER OF AGREEMENT
BETWEEN THE
SCHOOL DISTRICT OF THE CITY OF ROAYL OAK
AND THE
ROYAL OAK EDUCATION ASSOCIATION

Mentor Restitution

This Letter of Agreement is between the Royal Oak Education Association hereinafter the "Association" and the School District of the City of Royal Oak, hereinafter "School District".

1. This agreement is for the 2004 – 2005 school year only. Subsequent years will be determined as part of the negotiation process.
2. Mentors assigned one first-year mentee will be paid Seven Hundred Fifty (\$750) Dollars. If two first-year mentees are assigned, One Thousand (\$1,000) Dollars will be paid. Payment is to be made in January and May upon the completion of district requirements and submission of forms to the Assistant Superintendent. No mentor will have more than two mentees during any school year.
3. Mentors will be accepted through an application process.
4. Mentors will be chosen by a mentor committee which will consist of two representatives of the School District administration and two representatives of the Association.
5. Assignment of mentors will not be subject to the grievance process.

This Letter of Agreement is entered into without binding precedent or past practice in any future matters, nor shall the terms of the agreement be utilized by any party for purposes of interpreting a provision of the Master Agreement between Association and School District.

School District of the City of Royal Oak

Date

Royal Oak Education Association

Date

APPENDIX G

EXPLANATION OF HEALTH PLANS

PLAN A: For teachers electing hospital/medical insurance coverage:

Health	2006-07 2007-08 2008-09	Super Care I or MESSA Choices Super Care I (\$10/\$20 prescription co-pay) or MESSA Choices (\$10/\$20 prescription co-pay) Reopen for Negotiations
Long Term Disability (LTD)		66-2/3% of annual salary \$5,000 maximum per month 90 calendar days waiting period Maternity coverage Pre-existing condition waiver Freeze on offsets Alcohol/drug waiver—same as any other illness Mental/nervous provision—same as any other illness Two (2) year own occupation provision
Negotiated Life		\$1,000 with accidental death and dismemberment
Vision		VSP-3
Dental		100:85/70/50: \$1,500 (\$1,000 maximum for Class I and II benefits) Plan Year – July 1 through June 30

PLAN B: For teachers not electing hospital/medical insurance coverage:

Long Term Disability (LTD)		66-2/3% of annual salary \$5,000 maximum per month 90 calendar days waiting period Maternity coverage Pre-existing condition waiver Freeze on offsets Alcohol/drug waiver—same as any other illness Mental/nervous provision—same as any other illness Two (2) year own occupation provision
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Negotiated Life	\$1,000 with accidental death and dismemberment
Vision	VSP-3
Dental	100:85/70/50: \$1500 (\$1,000 maximum for Class I and II benefits) Plan Year – July 1 through June 30

Insurance Coverage for Less Than Full-Time Teachers

For teachers working less than full-time, but not less than five-tenths (5/10), the Board shall provide, on a pro-rata basis as outlined in Section A, 2, the following:

Health	2006-07 Super Care I or MESSA Choices 2007-08 Super Care I (\$10/\$20 prescription co-pay) or MESSA Choices (\$10/\$20 prescription co-pay) 2008-09 Open for Negotiations
Long Term Disability (LTD)	66-2/3% of annual salary \$5,000 maximum per month 90 calendar days waiting period Maternity coverage Pre-existing condition waiver Freeze on offsets Alcohol/drug waiver—same as any other illness Mental/nervous provision—same as any other illness Two (2) year own occupation provision
Negotiated Life	As provided in Article XVIII, Section C
Vision	VSP-3
Dental	100:85/70/50: \$1500 (\$1,000 maximum for Class I and II benefits) Plan year—July 1 through June 30

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TEACHER EVALUATION HANDBOOK



School District of the City of Royal Oak Schools

2006-2009

TEACHER EVALUATION HANDBOOK INTRODUCTION

The purpose of professional staff evaluation for the Royal Oak School District is to improve the quality of the students' learning experiences through the growth and development of the staff members. It is recognized that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment, and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupils in the classroom.

All parties should be aware that evaluation is an ongoing process done with people and not to them. Therefore, the evaluation process outlined in this handbook consists of a clearly defined method wherein the individual who is being evaluated, and those responsible for the evaluation, cooperate to maintain the quality of instruction.

Throughout the District, the Teacher Evaluation Procedure shall be consistent for each discipline as well as at each level of instruction--the elementary level, the middle school level, and the senior high school level.

The evaluation shall be centered on direct performance within the assignment. The monitoring and/or observation of the teacher's overall work performance shall be conducted openly and with the full knowledge of the teacher.

The evaluation of a teacher's teaching services shall include all aspects of the teacher's work, classroom performance and relations with students, and other related obligations including, but not limited to, curriculum improvement, staff relations, acceptance of procedures, and relations with students and the public outside the classroom.

In all evaluations, the evaluator shall be a Principal, an Assistant Principal or an administrator. Consultants retained by the School District may assist the administrator in the evaluation, development of the IDP, and other related matters.

Unless otherwise noted in this section, days shall mean calendar days.

The Sample Evidence listed in the Performance Criteria is included for illustrative purposes only and should not be considered as a checklist.

The spaces provided on the forms included in this handbook are not intended to define the length of the comments.

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 termination of the probationary employee.

The provisions of the Formal Evaluation process set forth in this handbook shall not limit an administrator's rights to observe the classroom performance of teachers, in unscheduled visits, to develop an Individualized Development Plan (IDP) in consultation with the teacher, when deemed appropriate, and to otherwise take action necessary to correct deficiencies in a teacher's work performance.

PERFORMANCE CRITERIA

A. Classroom Activities

1. Knowledge of Subject Matter

The teacher is knowledgeable about subject area(s).

The teacher demonstrates knowledge of current trends and information in the field.

Sample Evidence (for illustrative purposes only; should not be considered a checklist):

The teacher's class presentations are free of constant references to notes and resource material. The teacher demonstrates command of the terminology and skills appropriate to the subject areas(s). The regular course of study is supplemented with appropriate enrichment activities. The teacher remains current in subject area(s) through activities such as reading literature, enrolling in related classes, belonging to professional organizations, attending conferences and workshops, and/or exchanging ideas and resources with colleagues.

2. Organization of Instruction

The teacher provides logical development of subject matter.

The teacher demonstrates organization of teaching materials.

The teacher demonstrates pre-planning through use of lesson plans.

The teacher provides instruction based on individual and group needs.

Sample Evidence (for illustrative purposes only; should not be considered a checklist):

Lessons developed by the teacher are consistent with District, grade level, course or departmental outcomes, and student needs. Lesson plans are organized to provide a sequential progression of identified skills. The teacher has a variety of appropriate teaching materials available. Instructional materials are selected to effectively supplement concepts and skills to be learned. The teacher develops plans that make provisions for repetition, recall, review and reteaching at various levels. The teacher provides students with timely

feedback. The teacher utilizes a variety of materials and instructional strategies to meet the needs of students with different abilities and backgrounds. The teacher modifies assignments according to student needs. The teacher works cooperatively with other personnel to provide an appropriate environment for student learning.

3. Method of Presentation

The teacher utilizes a variety of instructional materials.

The teacher varies presentation techniques.

The teacher demonstrates correct English usage and communication skills.

The teacher's method of presentation demonstrates an awareness of the need to motivate students.

The teacher engages students in learning.

The teacher uses appropriate technology.

Sample Evidence (for illustrative purposes only; should not be considered a checklist):

The teacher uses appropriate materials. Different techniques are used by the teacher to present lessons (large group, small group, individualized instruction, teacher-directed activities, cooperative learning experiences, simulation, and use of current technology where appropriate). The teacher's method of presentation takes into account the age and developmental level of the students. The teacher's written materials indicate good organization and correct grammar, syntax and spelling. Field trips are planned in compliance with District policies. The teacher utilizes strategies to encourage students to learn.

4. Classroom Control and Management

The teacher provides guidance in assisting students to develop self-control and responsibility.

The teacher demonstrates effective classroom management.

The teacher provides a learning environment and routine that promotes a positive learning setting.

Sample Evidence (for illustrative purposes only; should not be considered a checklist):

The teacher's classroom expectations are clearly communicated to students and parents. The teacher establishes desirable standards of work and behavior with students. The teacher utilizes positive feedback to encourage appropriate student responses. Constructive and consistent disciplinary approaches are utilized with all students. The teacher guides students in changing negative behaviors and promotes positive behavior patterns.

5. Interaction with Students

The teacher recognizes and respects individuality in students.

The teacher understands and provides for group and individual needs and differences (social, emotional, cultural).

The teacher treats students with dignity and respect.

The teacher provides individual instruction as needed.

Sample Evidence (for illustrative purposes only; should not be considered a checklist):

The teacher understand and provides for academic, social, cultural and emotional differences in students. The teacher maintains a fair, firm and positive attitude toward students. The teacher addresses controversial issues in the classroom without indoctrinating students to his/her value system. The teacher utilizes positive and constructive methods in relating to students.

6. Teacher Evaluation of Students

The teacher, through formal and informal methods, conducts ongoing assessment of students' academic needs and progress.

The teacher, through formal and informal methods, conducts ongoing assessment of students and refers to appropriate support personnel.

Sample Evidence (for illustrative purposes only; should not be considered a checklist):

The teacher has an established grading policy. The teacher evaluates students using a variety of techniques. The teacher returns written work to students promptly and uses it as a teaching tool. The teacher keeps accurate records of the evaluation of students' progress. The teacher uses a number of evaluations upon which to base progress. When necessary, the teacher arranges additional phone and personal conferences to discuss concerns about ongoing problems or progress. The teacher is aware of students' special needs and assesses them accordingly.

7. Technology

As part of evaluation, teachers will not be evaluated on their expertise with software applications in isolation of curriculum and instruction.

As part of evaluation, teachers will be provided adequate notice when integrated technology instruction will be part of the formal evaluation process.

As part of evaluation teachers will be provided adequate opportunities for technology staff development including administrative applications such as e-mail and record keeping, and ethical and legal issues pertaining to technology.

As part of evaluation, teachers will be expected to use the technology appropriate for the teacher's position.

B. Other Professional Responsibilities

The teacher assumes responsibility for routine duties (care of classroom, clerical work).

The teacher attends faculty, department/grade level and required committee meetings.

The teacher reports to the building and classroom on time.

The teacher uses good judgment in handling confidential information.

The teacher communicates with parents in a professional manner.

Sample Evidence (for illustrative purposes only; should not be considered a checklist):

The teacher is aware of current educational trends. The teacher is punctual and follows prescribed time schedules in arriving at the building and to the classroom, as appropriate. Required reports and clerical duties are completed in a timely manner. Materials and equipment are treated with care and concern. When absent, the teacher leaves adequate plans and needed materials in a designated spot or in a place where they can be easily found. The teacher attends

faculty, department/grade level and committee meetings. The teacher uses good judgment as to when, where, and with whom, to discuss school business and confidential information. In accordance with legal requirements, the teacher keeps the confidences imparted by students, parents, and school personnel. The teacher maintains the confidentiality of school records. When appropriate, a personal note is sent to the parent(s) to describe progress or continuing concern.

EVALUATION PROCEDURE FOR PROBATIONARY TEACHERS

The following steps are components in the procedure for evaluating probationary, teachers:

1. Meeting of Principal and Staff

A meeting of the principal and teacher(s) shall be held in September for the purpose of distributing the Teacher Evaluation materials and discussing the Performance Criteria, Evaluation Forms and Procedures to be used during the school year. A Teacher hired after the commencement of the teacher work year will meet with the Principal within thirty (30) school days following his/her first day of work.

Mentor

A Mentor shall be assigned by the Principal and/or Mentor Program Committee within the first three (3) school days of the first probationary year.

The Mentor shall be a tenured 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. Insofar as possible, the probationer shall have the same Mentor throughout the entire probationary period unless a change is requested by either the mentor or probationer.

It shall be the duty of the Mentor to:

- a. assist and counsel the probationer;
- b. consult with the probationer regarding evidence of professional growth as it affects the other members of the building staff;
- c. help the probationer adapt to the professional climate of the school and to become an independent professional person;
- d. assist the probationer to adjust to building procedures, particularly in situations where adjustment or failure is of concern to other members of the building staff; and
- e. consult with the probationer with regard to relations, strictly limited to professional matters, with fellow teachers.

2. Date for Initial Observation and IDP

The evaluator shall confer with the teacher concerning the time and date of the Initial Observation. The Initial Observation shall normally be held within forty (40) school days following the teacher's commencement of work.

The teacher will fill out the Teacher's Plan for Classroom Observation and will give it to the evaluator prior to the observation.

The evaluator, in consultation with the teacher, will prepare an Individualized Development Plan (IDP) if a Plan had not been prepared following the Evaluation Conference the preceding year. Performance Criteria in this Handbook will be used as a guideline in the preparation of the Individualized Development Plan (IDP). Additional criteria may be utilized by the evaluator in preparation of the IDP. A written copy of the Individualized Development Plan (IDP) shall be given to the teacher and a copy will be sent to the Assistant Superintendent of Schools.

3. Evaluator Conducts Initial Observation

The evaluator will observe the teacher in the performance of his/her work as described in the Teacher's Plan for Classroom Observation form.

The observation must be for a minimum of twenty (20) minutes but shall not exceed fifty-five (55) minutes.

The evaluator will complete the Record of Classroom Observation form and will give a copy of the form to the teacher within ten (10) school days following the observation. However, the form will be discussed at the First Preliminary Evaluation Conference.

4. Evaluator Conducts Preliminary Evaluation Conference

The Preliminary Evaluation Conference with the teacher and the evaluator shall be held within fifty-one (51) school days following the teacher's commencement of work. (NOTE: A Preliminary Evaluation Conference may be held prior to the Initial Observation if mutually agreed to by the teacher and the evaluator.)

At the Preliminary Evaluation Conference a time and date will be set for the Second Observation and the Record of Classroom Observation Form from the Initial Observation will be discussed. (NOTE: The second observation shall be made at least sixty (60) days following the date of the first observation unless a

shorter interval, no less than forty (40) days, is mutually agreed upon by the teacher and the administration.)

The teacher and the evaluator will discuss the specific Performance Criteria to be observed in the Second Observation and the teacher's progress in accomplishing the goals of the IDP. Following the Preliminary Evaluation Conference, but prior to the Second Observation, the teacher will complete the Teacher's Plan for Classroom Observation Form and give it to the evaluator.

5. Evaluator Conducts Second Observation

At the scheduled time and date, at least sixty (60) days following the first observation (unless a shorter interval, no less than forty (40) days is mutually agreed upon by the teacher and the administration), the evaluator will conduct the Second Observation of the teacher's classroom performance.

The observation must be a minimum of twenty (20) minutes but shall not exceed fifty-five (55) minutes.

The evaluator will complete the Record of Classroom Observation form and will give a copy of the form to the teacher within ten (10) school days following the observation. However, the form will be discussed at the Evaluation Conference.

6. Evaluator Conducts Evaluation Conference

The Evaluation Conference shall be scheduled within ten (10) school days following the Second Observation at a time mutually agreed upon by the teacher and evaluator.

At the Evaluation Conference, the evaluator will:

- a. share his/her observations of the teacher's classroom performance as well as his/her observations of the teacher's overall work performance;
- b. discuss the Performance Criteria;
- c. provide the teacher with a written copy of the Teacher Evaluation Form that the evaluator has completed. A portion of the evaluation may be based on unscheduled visits to the teacher's classroom or work assignment;
- d. discuss the accomplishment of the Individualized Development Plan (IDP) goals; and

- e. provide the teacher with a written copy of the Probationary Teacher Individual Development Plan Form that the evaluator has completed.

During the Evaluation Conference, the teacher shall be informed, in writing, of the evaluator's recommendation to the Assistant Superintendent of Schools concerning the teacher's status for the following school year. An Individualized Development Plan may be developed, by the evaluator, in consultation with the teacher, for the following year. Performance Criteria in this Handbook will be used as a guideline in the preparation of the Individualized Development Plan (IDP). Additional criteria may be utilized by the evaluator in preparation of the IDP. A written copy of the Individualized Development Plan (IDP) shall be given to the teacher and a copy will be sent to the Assistant Superintendent of Schools.

The probationer may respond in writing concerning his/her conference reports, which shall be attached to all copies of the response 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.

A copy of all forms and/or documents used in the evaluation process, including the statement of rebuttal (if appropriate), shall be assembled, attached together and distributed as follows:

- a. original copy to the Assistant Superintendent of Schools to be placed in the teacher's Personnel File;
- b. a copy to the teacher; and
- c. a copy to the evaluator.

EVALUATION PROCEDURE FOR TENURED TEACHERS

The following steps are components in the procedure for evaluating a tenured teacher:

1. Frequency of Evaluation

Evaluation of tenured teachers shall be made no less frequently than once every three (3) years.

2. Meeting of Principal and Staff

A meeting of the principal and teacher(s) to be evaluated shall be held prior to the Initial Observation for the purpose of distributing the Teacher Evaluation materials and discussing the Performance Criteria, Evaluation Forms and Procedures to be used during the school year.

3. Date for Initial Observation

The evaluator shall confer with the teacher concerning the time and date of the Initial Observation.

The teacher will fill out the Teacher's Plan for Classroom Observation and will give it to the evaluator prior to the observation.

4. Evaluator Conducts Initial Observation

The evaluator will observe the teacher in the performance of his/her work as described in the Teacher's Plan for Classroom Observation Form.

The observation must be for a minimum of twenty (20) minutes but shall not exceed fifty-five (55) minutes.

The evaluator will complete the Record of Classroom Observation Form and will give a copy of the form to the teacher within ten (10) school days following the observation. However, the form will be discussed at the Preliminary Evaluation Conference.

5. Evaluator Conducts Preliminary Evaluation Conference

Prior to the Second Observation, a Preliminary Evaluation Conference shall be held. (NOTE: A Preliminary conference may be held prior to the Initial Observation if mutually agreed to by the teacher and the evaluator.)

At the Preliminary Evaluation Conference a time and date will be set for the Second Observation and the Record of Classroom Observation Form from the Initial Observation will be discussed.

The teacher and the evaluator will discuss the specific Performance Criteria to be observed. Following the Preliminary Evaluation Conference but prior to the Second Observation, the teacher will complete the Teacher's Plan for Classroom Observation Form and give it to the evaluator.

6. Evaluator Conducts Second Observation

At the scheduled time and date, the evaluator will conduct the Second Observation of the teacher's classroom performance.

The observation must be for a minimum of twenty (20) minutes but shall not exceed fifty-five (55) minutes.

Following the Second Observation, the evaluator will complete the Record of Classroom Observation Form that will be discussed at the Evaluation Conference.

7. Evaluator Conducts Evaluation Conference

The Evaluation Conference shall be scheduled within ten (10) school days following the Second Observation at a time mutually agreed upon by the teacher and the evaluator.

At the Evaluation Conference, the evaluator will:

- a. share his/her observations of the teacher's classroom performance as well as his/her observations of the teacher's overall work performance;
- b. discuss the Performance Criteria; and
- c. provide the teacher with a written copy of the Teacher Evaluation Form that the evaluator has completed. A portion of the evaluation may be based on unscheduled visits to the teacher's classroom or work assignment.

The teacher may respond in writing concerning his/her conference reports, which shall be attached to all copies of the response 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.

A copy of all forms and/or documents used in the evaluation process, including the statement of rebuttal (if appropriate), shall be assembled, attached together and distributed as follows:

- a. original copy to the Assistant Superintendent of Schools to be placed in the teacher's Personnel File;
- b. a copy to the teacher; and
- c. a copy to the evaluator.

8. Follow-Up Procedure

A teacher who receives an Overall Rating of "Less Than Satisfactory" must be provided with an Individual Development Plan (IDP). A teacher who receives a "Needs Improvement" or "Unacceptable Rating" in any category may be provided an IDP.

The Individual Development Plan must be developed by the appropriate administrative personnel in consultation with the teacher and the Association.

EVALUATION PROCEDURE FOR TENURED COUNSELORS OR SCHOOL SOCIAL WORKERS ON A CONTINUING CONTRACT

Due to the unique nature of the assignment, a tenured counselor or a school social worker on a continuing contract will be evaluated based on observable evidence of his/her performance, using the Teacher Evaluation Form for counselors and the School Social Worker Evaluation Form for school social workers. The following steps are components in the procedure for evaluating a tenured counselor or a school social worker on a continuing contract:

1. Frequency of Evaluation

Evaluation of tenured counselors and school social workers shall be made no less frequently than once every three (3) years.

2. Meeting of Principal and Staff

A meeting of the principal/supervisor and counselor(s)/school social worker(s) shall be held in September for the purpose of distributing the Evaluation materials and discussing the Performance Criteria, Evaluation Forms and Procedures to be used during the school year. Counselor(s) and school social worker(s) hired after the commencement of the teacher work year will meet with the Principal within thirty (30) school days following his/her first day of work.

3. Pre-Evaluation Conference

A Pre-Evaluation Conference will be held at a time and date mutually agreed to by the evaluator and the counselor or school social worker.

The counselor or the school social worker and the evaluator shall discuss the specific observable performance criteria to be used in the evaluation process.

4. Evaluator Conducts Evaluation Conference

An Evaluation Conference must be held by May 1.

The Evaluation Conference shall be scheduled at a time mutually agreed upon by the counselor or the school social worker and the evaluator.

At the Evaluation Conference, the evaluator will:

- a. share his/her observations of the counselor's or the school social worker's assignment performance as well as his/her observations of the counselor's or the school social worker's overall work performance;
- b. discuss the specific observable Performance Criteria; and

- c. provide the counselor or the school social worker with a written copy of the Teacher/School Social Worker Evaluation Form that the evaluator has completed.

The counselor/social worker may respond in writing concerning his/her conference reports, which shall be attached to all copies of the response and shall remain as a part of said report during the entire length of time that it remains as part of the counselor's/school social worker's personnel file.

A copy of all forms and/or documents used in the evaluation process, including the statement of rebuttal (if appropriate), shall be assembled, attached together and distributed as follows:

- a. original copy to the Assistant Superintendent of Schools to be placed in the counselor's or the school social worker's Personnel File;
- b. a copy to the counselor or the school social worker; and
- c. a copy to the evaluator.

5. Follow-Up Procedure

A counselor/school social worker who receives an Overall Rating of "Less Than Satisfactory" must be provided with an Individual Development Plan (IDP). A counselor/school social worker who receives a "Needs Improvement" or "Unacceptable Rating" in any category may be provided an IDP.

The Individual Development Plan must be developed by the appropriate administrative personnel in consultation with the counselor/school social worker and the Association.

TEACHER'S PLAN FOR CLASSROOM OBSERVATION

(This form MUST be completed and returned to the evaluator PRIOR to the scheduled Classroom Observation.)

TEACHER _____ BUILDING _____

DATE _____ CLASS _____ TIME _____

What are your desired student outcomes?

How will you begin this lesson?

What methods will you use to achieve these outcomes?

How will you determine student understanding of the lesson?

How will you end the lesson?

Student assignment (if applicable):

Are there any particular conditions the evaluator should consider?

RECORD OF CLASSROOM OBSERVATION

TEACHER _____ **BUILDING** _____

DATE _____ **CLASS** _____ **TIME** _____

Length of Formal Observation _____

Evaluator _____ **Date of Report** _____

Class observed and comments:

Stated student outcome(s):

Description and analysis of lesson observed:

Comments:

TEACHER EVALUATION FORM

TEACHER _____ BUILDING _____
 GRADE(S)/SUBJECT(S) _____ EVALUATOR _____
 SCHOOL YEAR _____ - _____ DATE OF REPORT _____
 DATES OF OBSERVATIONS _____

Recommended for Continued Probation	Recommended for Tenure	Tenured
-------------------------------------	------------------------	---------

Category: A=Acceptable NI=Needs Improvement U=Unacceptable

Any category that is rated *Needs Improvement* and/or *Unacceptable* MUST BE accompanied by a written explanation and SPECIFIC recommendations for improvement.

	A	NI	U
A. <u>Classroom Responsibility</u>			
1. Knowledge of Subject Matter	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Organization of Instruction	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. Method of Presentation	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. Classroom Control and Management	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Interaction with Students	<input type="text"/>	<input type="text"/>	<input type="text"/>
6. Teacher Evaluation of Students	<input type="text"/>	<input type="text"/>	<input type="text"/>
7. Technology	<input type="text"/>	<input type="text"/>	<input type="text"/>

B. Other Professional Responsibilities

C. Additional Comments, Strengths, Special Commendations

Attach additional page(s)

D. Overall Rating ACCEPTABLE LESS THAN SATISFACTORY

Refer to *Teacher Evaluation Handbook* in the Master Agreement for Follow-Up Procedure (Tenured Positions) requirements for an Overall Rating of *Less Than Satisfactory*.

The teacher's signature does not necessarily indicate agreement--rather, that the Evaluation Conference has been held on the date indicated and that the teacher has read the Teacher Evaluation Form. It is further understood that the teacher has the right to attach a response.

TEACHER'S SIGNATURE _____ DATE _____ EVALUATOR'S SIGNATURE _____ DATE _____

SCHOOL SOCIAL WORKER EVALUATION FORM

SOCIAL WORKER _____ DATE OF REPORT _____

PRINCIPAL _____ SCHOOL _____

SCHOOL YEAR _____ - _____ SOCIAL WORKER EVALUATOR _____

Category: A=Acceptable NI=Needs Improvement U=Unacceptable

Any category that is rated *Needs Improvement* and/or *Unacceptable* MUST BE accompanied by a written explanation and SPECIFIC recommendations for improvement.

Please comment on the following:

	A	NI	U
A. <u>Professional Performance</u> (Suggested Areas to Address)			
1. Contact and feedback on active cases	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Follow-up on new cases assigned at building pupil personnel staffing	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. Rapport with students and their families	<input type="text"/>	<input type="text"/>	<input type="text"/>
B. <u>Professional Relationships</u> (Suggested areas to address)			
1. Communication with school personnel	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Dependability and responsibility	<input type="text"/>	<input type="text"/>	<input type="text"/>
C. <u>Strengths and Special Commendations</u> Attach additional page(s)			
D. <u>Recommendations</u> Attach additional page(s)			
E. Overall Rating	<input type="text"/>	<u>ACCEPTABLE</u>	<input type="text"/>
			<u>LESS THAN SATISFACTORY</u>

Refer to *Teacher Evaluation Handbook* in the Master Agreement for Follow-Up Procedure (Tenured Positions) requirements for an Overall Rating of *Less Than Satisfactory*.

The employee's signature does not necessarily indicate agreement--rather, that the conference has been held on the date indicated and that the employee has read the Individual Development Plan. It is further understood that the employee has the right to attach a response.

EMPLOYEE'S SIGNATURE	DATE	EVALUATOR'S SIGNATURE	DATE
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INDIVIDUAL DEVELOPMENT PLAN

DATE _____

NAME _____ BUILDING _____

Outcomes	Assessment	Completion Date

EMPLOYEE'S SIGNATURE DATE PRINCIPAL'S SIGNATURE DATE

Rating(s) of Outcomes:

Outcome _____ : _____ Acceptable _____ Unacceptable
 Outcome _____ : _____ Acceptable _____ Unacceptable
 Outcome _____ : _____ Acceptable _____ Unacceptable

OVERALL RATING: _____ Acceptable _____ Unacceptable

The employee's signature does not necessarily indicate agreement--rather, that the conference has been held on the date indicated and that the employee has read the Individual Development Plan. It is further understood that the employee has the right to attach a response.

EMPLOYEE'S SIGNATURE DATE PRINCIPAL'S SIGNATURE DATE

