



**ROYAL OAK SCHOOLS**  
A COMMUNITY OF EXCELLENCE

# MASTER AGREEMENT

BETWEEN THE

ROYAL OAK EDUCATION ASSOCIATION

AND

THE ROYAL OAK BOARD OF EDUCATION

**2022-2023**

**2023-2024**

**2024-2025**

Royal Oak Schools

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## AGREEMENT

**This Agreement is made and entered into this July 20, 2022 covering the period July 1, 2022 through June 30, 2025**, by and between the BOARD OF EDUCATION OF ROYAL OAK SCHOOLS, 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 therefore.

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 two work days prior to the proposed use, which notice shall bear the approval of the Association president. It is understood that teachers who do not provide adequate notice as outlined above may be denied use of those days.

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

2. In the event that the Association makes use of the entire sum of forty (40) leave days before the end of the school year, the Association shall have the



right to use additional days for Association business upon application **to the School District** the Association shall reimburse the Board for the actual cost of the replacement teachers who are required in such event **to the extent that the number of additional days exceeds five (5) in number.**

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. This provision will be fully funded by the Association.

#### **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. 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 H. 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**

#### **TEACHER'S RIGHTS AND RESPONSIBILITIES**

#### **Section A. General Provisions**

1. No teacher shall be disciplined, demoted, or reduced in compensation for reasons that are arbitrary and capricious.

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 except while on fieldtrips, and then only pursuant to applicable law.
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.
3. Royal Oak Schools will provide an opportunity for teachers to be trained in *non-violent intervention* if they express an interest.

#### **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.
1. 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.

#### **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 at the beginning of each school year.

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.
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.

## **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, height, weight, sexual orientation, 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, height, weight, 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. Secondary Department Chairpersons**

1. Each secondary 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 F-4).

All senior high school teachers shall have one (1) class hour designated as their planning period. All middle school teachers shall have not less than two hundred fifty (250) minutes per week for individual planning time.

4. When noted on the calendar as contained with this agreement, on designated

teacher records days a flexible attendance policy may be utilized, with the understanding that such days are for completing professional responsibilities and that such responsibilities may be completed remotely.

## **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 during the evening. At the secondary level, options for fulfilling this shall be developed collaboratively by the administration and the Building Faculty Committee. 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 shall occur **twice per year at the secondary level; consisting of a two-hour and three-hour session each, and at the elementary level; consisting of two-3 hour sessions and one-2 hour sessions**. These evening hours shall be in addition to three specified evening commitments as outlined in subsection 2 above.
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.
6. Each K-3 elementary classroom teacher shall be provided a total of two (2) assessment days per school year for the purpose of administering and scoring District-prescribed assessments. Each elementary teacher of the 4<sup>th</sup> and 5<sup>th</sup> grades will be provided one (1) assessment per day per school year. The scheduling of such days shall be approved in advance by the teacher's building administrator.

## **Section C. Teachers' Meetings**

1. All members of the bargaining unit shall make their time available for Professional Development in accordance with the established district calendar. All designated full and partial days of Professional Development, as well as all late start days, if any, during the school year will be based on the following topics: accreditation/school improvement, department or grade level meetings, curriculum and instruction, business matters, and/or other professional development activities. Topics and agendas for Professional Development meetings will be developed jointly by teachers and administration through established committees, such as Curriculum Sub-Committee, the District Improvement Team, BFCs, etc. All teachers have a responsibility to attend such meetings and to extend every effort to contribute to the success of such meetings.
2. At the beginning of each school year, the district shall provide the staff with a tentative schedule of the Professional Development days and/or activities.
3. 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.
4. Agendas for building faculty meetings shall be devised in accordance with the following principles:
  - a. It is understood that any member of the staff can suggest an item for the agenda of a meeting.
  - b. 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. A teacher hired by Royal Oak Schools with 3 or more years of classroom teaching experience in a Michigan public school, shall, for a period of one (1) year, 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 1 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. A teacher hired by Royal Oak Schools with less than 3 years of classroom teaching experience in a Michigan public school, 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 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.

#### **Section G. Compensation for less than Full-Time Teachers**

Compensation for less than full-time teachers shall be based on the fraction of their instructional time assigned versus a full-time instructional assignment. Less than full-time teachers, with at least a 0.5 schedule, shall attend 100% of planned District and building conference, meeting, and professional development time, and shall be compensated for such attendance. Compensation shall be based on the employee's hourly contracted rate for those hours of attendance beyond the hours compensated through their FTE fraction described above. Those part-time teachers with schedules of less than 0.5 shall attend a percentage of building conference, meeting, and professional development time commensurate with the percentage of their schedule (e.g. a teacher with a 0.4 schedule shall attend 40% of all building conference, meeting, and professional development time.) The building conferences, meetings, and professional development time that will be attended by those with schedules less than 0.5 shall be mutually agreed between the teacher and his/hersupervisor.

#### **Section H.**

1. In the event of a teacher being required to instruct students concurrently (as defined as teaching students virtual as well as in person) a stipend will be provided.
2. The stipend will consist of a daily rate of \$40 for each day of concurrent instruction as documented with the building principal.
3. The stipend will be paid in the second pay in June and the stipend will be no more than \$2000.

## **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. 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.
5. Minutes of the meetings of the Joint Committee and the Curriculum Subcommittee shall be distributed via e-mail to all members of the ROEA bargaining unit within fourteen (14) days of such meeting.

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

1. The Joint Committee shall meet 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 composed of two (2) representatives from the Board and two (2) representatives from the Association.

2. The Committee shall meet at 4:00 p.m. Additional meetings may be held upon agreement of the parties.
3. The parties shall exchange agendas not later than five (5) days 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 canceled.
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) or five (5) members in the secondary schools, plus one (1) ROEA building representative.
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. advise the building administrator (principal) of the practical effects of administrative policies and procedures.
  - c. 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) Administrative representatives as well as three (3) representatives of the Association who have been appointed by the Association. The committee can agree to include other administrators or representatives.
2. The Curriculum Subcommittee shall inform via monthly meeting minutes and updates the Joint Committee and the Association on such matters as teaching pedagogy, curriculum resources, assessment, philosophy and educational goals of the District, and related matters.

3. This Subcommittee shall meet once per month, October – May. Initial contact to committee members will be made by the end of the 2nd week of school by a representative of the ROEA Grade Level Directors to schedule dates for the school year.

### **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 a 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.

## **ARTICLE IX**

### **TEACHER PLACEMENT, TRANSFER AND RETIREMENT**

#### **Section A. Qualifications of Teachers**

1. Teachers on regular contract shall hold Michigan Life, Permanent, Continuing, Interim, Provisional, Professional, 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.

#### **Following portions moved from Appendix F-8 in 2018-2021 Contract**

The Royal Oak Schools ("the School District") and the Royal Oak Education Association ("the Association") recognize and agree that, as a result of the enactment of Public Act 103 of the Public Acts of 2011, the following provisions apply only to bargaining unit members who are not subject to the Teacher Tenure Act:



## **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. 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 D. 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 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 E. 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 F. 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. 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 G. 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 member 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 H. 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**

### **FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE**

The School District shall provide leave to eligible employees under the Family Medical Leave Act "FMLA", in accordance with applicable law. To be eligible for leave under the FMLA, the employee must have been employed by the school district for at least one (1) year as of the date the FMLA leave begins and have worked at least 1,250 hours in the year preceding the start of the FMLA leave.

To request an FMLA leave, a teacher must notify the Executive Director of Staff and Student services in writing. If the need for a FMLA leave is foreseeable, the teacher must request the leave at least 30 days in advance on the first day of leave. If the FMLA leave is not foreseeable the teacher shall provide notice as soon as possible and practical, generally no later than the next business day. Failure to request a FMLA leave in accordance with this section may result in denial of the FMLA leave.

Upon receipt of a request for FMLA leave, the school district shall process the request in accordance with applicable law.

Teachers who are approved for an FMLA leave shall be required to use all paid leave remaining in their leave bank concurrent with the FMLA leave.

## **ARTICLE XI**

### **LEAVES OF ABSENCE**

#### **Section A. Unpaid Leaves of Absence 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; a second year's leave of absence for child care may be granted upon approval of the Superintendent or designee within the time line referenced in Article X, Section B(1).
    - 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.
  5. 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. Unpaid Leave of Absence 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. Absent a med-waiver, health insurance benefits shall continue to be provided by the Board for six (6) months after the date the disability occurred.

### **Section E. Return from Unpaid Leaves**

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.

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 F. Absence Without Authorized Leave of Absence**

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

## **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. These days shall not be counted against the employees sick bank;
  - 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 XI, B, 2, b, (childcare);
  - 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 and unable to work due to a personal illness or injury for fifteen(15) days as verified in writing by his/her health care provider 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:

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

The Board of Education shall grant a leave of absence for the following reasons:

- Birth of a child
  - Adoption or placement of a child
  - To bond with a newborn child or newly adopted child
- a. The teacher shall notify in writing their director supervisor and the Executive Director of Staff and Student Services during the sixth (6th) month of the pregnancy and may meet with the Executive Director of Staff and Student Services. The employee may bring a ROEA representative to the meeting if desired.
  - b. Parental Leave (Birth or Non birth parent or Adoption of a child or Placement of a child)
 

The following are options teachers may elect who are anticipating the birth of a child after the start of the school year.

    - i. The teacher may take a maternity/child care leave of absence for the entire school year.
    - ii. The birth parent 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. For non-FMLA leaves, the teacher shall receive board-paid insurance during the first two months of the leave. The teacher shall accrue seniority during the period of disability.
- iv. The teacher is not entitled to receive any sick days during the year this leave is taken under Article XI A-1.

c. Childcare Leave

- i. 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.
- ii. To activate a childcare leave or extend a leave, refer to Article XI, Sections A-2 and B-2b.
- iii. 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.

- d. For all leaves listed above, if a teacher returns during the school year with an empty paid leave allowance a reimbursement from the teacher sick bank will be **5** days.

**Section B. Paid Leave - 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 Paragraph 2 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. 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. The payments set forth in Appendix B shall be paid in two (2) installments – one (1) at the end of each semester.
3. A copy of the standard form, Absence Under Personal Business Policy, is reproduced as Appendix D of this Agreement.

**Section C. Paid Leave - 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 two (2) days per school year.

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

#### **Section D. Paid Leave - 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. Paid Leave - Payment Upon Severance of Employment -**

Teachers employed prior to July 1, 1992, who meet the requirements outlined in Section E, 1-3, shall be eligible to participate in the severance payment program.

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);
  - c. 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. 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.
4. 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.
5. 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. Paid Leave - 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 ( $\frac{1}{2}$ ) 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 ( $\frac{3}{4}$ ) of his/her base salary and full hospital/medical and life insurance coverage. Sabbatical leaves for professional study in areas of critical need to the District shall be limited to four (4) teachers per year. Said leaves shall fall within the two percent (2%) maximum set forth in subsection 1, of this Section.

## **ARTICLE XII**

### **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.
  4. 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).
  5. 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.
  6. 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 (or 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 XIII**

### **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.
6. 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 XIV**

#### **TEACHER CLASSLOAD 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

#### **MEDICAL SKILLS**

**20** Emergency Response

24 Medical Skills

### **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  
\*28 DP Design Tech SL  
  
\*30 Animation Rendering  
\*24 Applications in Tech  
\*28 Basic Tech Draft/CAD  
20 CICSO  
24 Engineering/Tech  
16 Graphic Comm  
16 Intro Graphic Comm  
24 Intro Tech/Mat'l Sci  
24 Intro Visual Imag Tech  
28 DP Visual Arts SL/HL  
  
20 Materials Processing  
\*28 Mechanical Design/CAD  
\*30 Novell Network  
24 Robotics/Auto Control Sys  
\*24 Web Page Design  
\*number of workstations up to this size

### **ENGLISH**

25 AP English  
25 DP Language and Literature  
SL/HL  
20 Creative Arts Mag  
25 Eng. Lang Arts9  
25 Eng. Lang Arts10  
25 Eng. Lang Arts11  
25 Hon. Eng. Lang Arts9  
25 Hon. Eng. Lang Arts10  
20 Imaginative Writing  
20 Intro Composition  
20 Intro to Video Production  
25 DP Film SL  
20 Journalistic Writing

25 Linguistics/Reading  
25 Senior English  
20 WOAK Adv Video/Media

### **MATHEMATICS**

25 Alg. Concepts 9  
25 Math Lab  
\*30 Computer Applications  
30 DP Math Applications SL  
30 DP Math Applications HL  
30 DP Math Analysis SL  
30 DP Math Analysis HL

### **SCIENCE**

29 AP Biology  
29 DP Biology HL  
29 AP Physics  
29 AP Chemistry  
29 DP Chemistry HL  
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

### **FUNDAMENTAL CLASSES: 20**

**Learning Lab: 10**

### **LANGUAGE ACQUISITION**

25 DP French/German/Spanish SL/HL

### **HISTORY**

30 DP History SL/HL

### **DIPLOMA PROGRAMME CLASSES**

25 DP Theory of Knowledge

**\*\*All co-seated classes (sections of 2 or more classes) have a limit of 25**



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(s), 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, removing the additional students from the classroom; or providing the teacher with the compensation set forth in paragraph 7 below.

7. Pursuant to paragraph 6 above, teachers shall receive shall receive a \$100 stipend per class per semester at the Middle School and High School levels, and a \$500 stipend per semester at the Elementary School level (except for Elementary specials teachers, who will receive a \$500 stipend per class).
8. When a secondary teacher is scheduled with an Every Other Day (EOD) or A/B section, for any class period, any time after the official count dates, that teacher shall be compensated with a stipend of \$200 per period, per semester. The stipend shall be paid out to the teacher at the end of each semester.
9. 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.
10. 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 stipulated 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 Team's 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 XV

### REGULAR AND SUPPLEMENTAL SALARIES OF TEACHERS; DEDUCTIONS

#### **Section A. Contract Salaries**

Commencing with the salaries for the 2018-2019 school year, no bargaining unit employee whose most recent performance evaluation rating resulted in an overall rating of anything other than Effective or Highly Effective shall be eligible for any incremental advance on the wage schedule (wage step or column advancement), or be eligible for any off-schedule stipend payment. Wage steps are inclusive of steps 1-10 and longevity steps 12, 14, 16, 18, 20.

To be eligible for any wage step increase, **and/or any** category (column) advancement on the Wage Schedule (Appendix A), an employee must have been employed at least ninety (90) teacher work days in the prior school year.

All current employees are eligible for any off-schedule payment.

#### **For All Years Covered by this Contract**

Provided the District's audited General Fund balance is at or above \$9 Million as of June 30<sup>th</sup> of the prior school year, all bargaining unit employees shall receive:

- Full Steps
- Column Advancement
- On-schedule Wage increase of 2.5% in 2022-2023, 1.5% in 2023-2024 & 2024-2025

Provided the District's audited General Fund balance is at least \$8 Million as of June 30<sup>th</sup> of the prior school year, but not at or in excess of \$9 Million as of June 30<sup>th</sup> of the prior school year, all bargaining unit employees shall receive:

- Half Steps
- Column Advancement
- On-schedule Wage increase of 2.5% in 2022-2023, 1.5% in 2023-2024 & 2024-2025

The resetting of wages shall occur on the second pay date following the Board's acceptance of the audit report. Pay period adjustments to achieve the new annual compensation level shall be made to all salaries over the pays remaining in the fiscal year.

In the event that the District's audited General Fund balance is below \$8 Million as of June 30<sup>th</sup> of the prior school year, all bargaining unit employees shall receive:

- Wage Freeze, with all individual wages being set back to the level of the preceding fiscal year
- Column Advancement
- On-schedule Wage increase of 2.5% in 2022-2023, 1.5% in 2023-2024 & 2024-2025

The resetting of wages shall occur on the second pay date following the Board's acceptance of the audit report. Pay period adjustments to achieve the new annual compensation level shall be made to all salaries over the pays remaining in the fiscal year.

In the event that the District's audited General Fund balance is at, or in excess of, \$16,500,000.00 as of June 30<sup>th</sup> of the prior school year, each person who is a member of the bargaining unit on the first payday in December shall receive a one-time, off-schedule payment of \$500, less applicable deductions, on the first payday in December. This one-time, off-schedule payment shall be prorated for eligible part-time teachers.

For the purposes of all of the above paragraphs, the District's audited General Fund balance is the total fund balance in the District's General Fund (exclusive of any balances in Debt Funds, General Property Maintenance Fund, Sinking Funds, Trust Accounts, and other non-major governmental funds). For reference the June 30, 2022 general fund balance as found in the Comprehensive Financial Report was \$16,272,839.

### **2022-2023 School Year**

In the 2022-2023 school year, it is necessary to realign the pay period calendar with the school year. During the 2022-2023, school year ROEA employees will select either 22 or 27 pays.

### **Schedule A**

Restructure of longevity and enact a 20 step pay scale as follows:

- Longevity 15 becomes Step 12
- Longevity 20 becomes Step 14
- Longevity 25 becomes Step 16
- Longevity 30 becomes Step 18
- Add Longevity Step 20 (1.20% higher than Step 18)

Beginning in the 2022-2023 school year anyone with a Master's Degree in the areas of social work, speech pathology, occupational therapy, counseling, and physical therapy will be granted MA+30.

### **Section B. Supplemental Salaries**

1. The Supplemental Salaries for teachers are set forth in Appendix B. Refer to

limitations as per Article XV, 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.

**The payments set forth in Appendix B shall be paid in two (2) installments – one (1) at the end of each semester.**

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. In-service 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/Curriculum Development Rates**

The hourly rate for the summer school and curriculum developmental assignments (in-service and staff committees) which occur during the summer months shall be as

follows:

Refer to limitations as per Article XV, Section A above.

Teaching experience as a regular Royal Oak teacher:

**2022-2025: \$40.00 per hour**

#### **Section D. 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:

Salary adjustments will be made only at the start of a school year or at the start of the second semester. To be eligible for a salary adjustment at the start of a school year, all transcripts must be received by the School District by October 1<sup>st</sup> with the salary adjustment being made in the first pay of November, with the retroactive pay (if any) owed from the beginning of that school year being compensated on the teacher's remaining paychecks for that school year. To be eligible for a salary adjustment at the start of the second semester of a school year, all transcripts must be received by the School District by February 1<sup>st</sup> with the salary adjustment being made in the first pay of March, with all retroactive pay (if any) owed from the beginning of the second semester being compensated on the teacher's remaining paychecks for that school year.

#### **Section E. 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 F. 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 G. 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 (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: **\$40.00** per clock hour paid on a one-quarter (1/4) hour basis

\*Elementary school: **\$40.00** per clock hour paid on a one-quarter (1/4) hour basis

Covering in a team teaching situation (excluding Sp. Ed./Gen. Ed. teaming): **\$40.00** per clock hour paid on a one-quarter (1/4) hour basis

**\*Lunch monitor is \$40.00 per hour**

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 **\$40.00**/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 (6<sup>th</sup>) 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 (6<sup>th</sup>) 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 (6<sup>th</sup>) 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.
6. Any teacher who is directed in writing by the School District to work on a weekend day or a day during the summer recess, and who does work such a day, shall receive the sum of \$100.00 for each such day.

**Section H. 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 OUR Credit Union; United Foundation donations; and other organizations, plans or programs jointly approved by the Association and the Board.

### **Section I. 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 1<sup>st</sup> 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 J. 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 (\$510) 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 K. 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 XV, 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 L.**

- 1. Teachers participating in district or school improvement committee meetings shall be compensated at the rate of \$35.00 per clock hour paid on a one quarter (1/4) hour basis for time outside the regular school work day.**
- 2. Prior administrative approval and adherence to district guidelines is required.**

## **ARTICLE XVI**

### **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 the teacher shall receive a cash payment through the cafeteria plan in the amount of eighteen hundred dollars (**\$2500**). Teacher must provide proof that they have other legally-sufficient medical/hospital coverage in order to be eligible for such payment; such payment may be pro-rated based upon the coverage year versus the contract year. Payment of \$**125** per pay will begin on the 2nd teacher pay and continue for a total of 20 pays.

Effective as soon as practicable after ratification of this Agreement by both parties, the following MESSA health insurance plans will be offered:

Choices - 500/1000  
Choices - 1000/2000  
ABC 1 - 1500/3000  
ABC 2- 2000/4000

Effective as soon as practicable after ratification of this Agreement by both parties, revise optical insurance to provide for VSP 3-G.

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 XIII.

2. Any insurance benefit set forth in Section B 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 XIII).
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.
8. The Board shall take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that PA 152 is repealed or declared unconstitutional or legally not effective by a court or administrative agency of competent jurisdiction, employees taking health insurance through the Board shall contribute by payroll deduction on a monthly basis, 20% of the cost of such insurance.

### **Section B. Insurance for Full-/time Teachers**

The insurance is as follows:

Health

MESSA ABC Plan 1 (\$1500/\$3000 deducted, \$0.00 OV/UC/ER; ABC Rx)  
(to be implemented as soon as practicable after ratification of this

Agreement by both parties). Provided that the total premium cost associated with the ABC Plan 1 remains below the total employer—hard cap amount applicable under Michigan Public Act 152 of 2011, the District shall contribute One Hundred Percent (100%) of that difference to the employees' HSA accounts on a pro rata basis based upon the premium cost attributable to the level of coverage provided to the employee when compared to the —hard cap amount set forth in Michigan Public Act 152 for the level of coverage applicable to that employee.

MESSA ABC Plan 2 (\$2000/\$4000 deductible, \$0.00 OV/UC/Er; ABC Rx) (to be implemented as soon as practicable after ratification of this Agreement by both parties). Provided that the total premium cost associated with the ABC Plan 1 remains below the total employer—hard cap amount applicable under Michigan Public Act 152 of 2011, the District shall contribute One Hundred Percent (100%) of that difference to the employees' HSA accounts on a pro rata basis based upon the premium cost attributable to the level of coverage provided to the employee when compared to the —hard cap amount set forth in Michigan Public Act 152 for the level of coverage applicable to that employee.

or

MESSA Choices (\$500/\$1000 deductible; \$20 office visit co-pay; \$2/\$10/\$20/\$40 Saver Rx)

MESSA Choices (\$1000/\$2000 deductible; \$20 office visit co-pay; \$2/\$10/\$20/\$40 Saver Rx)

See Appendix G for MESSA ABC Plan 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. When the employee reaches age 75, he/she shall be eligible for 50% of the applicable benefit.

## **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 XVII**

### **NEGOTIATIONS**

**Section A.** The parties shall initiate bargaining for a successor Agreement to the current Agreement no later than March 15<sup>th</sup> of the year in which the Agreement expires.

**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 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 XIV (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 XVIII**

### **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 XIX**

**Duration of Agreement**

This Agreement shall be effective as of the twentieth day of July, 2022 and shall continue in force and effect until midnight of the thirtieth (30<sup>th</sup>) day of June, 2025.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on July, 20, 2022.

Board of Education of  
Royal Oak Schools

Royal Oak Education Association

President

President

Secretary

Executive Director

Date

Date



**Appendix A**  
**Teacher's Salary Schedule**  
**2022-2023**

Year	22-23	22-23	22-23	22-23	22-23	22-23	22-23
	BA	BA+ 20	MA or BA +30	MA +15	MA + 30	MA +45	PHD or EDD
1	\$42,283	\$43,257	\$45,312	\$46,291	\$47,266	\$48,744	
1.5	\$43,085	\$44,246	\$46,757	\$47,740	\$48,715	\$49,945	
2	\$43,875	\$45,228	\$48,202	\$49,176	\$50,160	\$51,141	
2.5	\$44,668	\$46,089	\$49,650	\$50,626	\$51,613	\$52,590	
3	\$45,470	\$46,948	\$50,972	\$52,062	\$53,044	\$54,035	\$55,101
3.5	\$46,438	\$47,988	\$52,594	\$53,824	\$54,887	\$55,947	\$57,178
4	\$47,407	\$49,029	\$54,107	\$55,576	\$56,716	\$57,861	\$59,252
4.5	\$48,792	\$50,251	\$55,568	\$57,122	\$58,388	\$59,539	\$60,932
5	\$50,182	\$51,478	\$57,042	\$58,673	\$60,064	\$61,215	\$62,608
5.5	\$51,631	\$52,967	\$58,680	\$60,367	\$61,641	\$62,847	\$64,262
6	\$53,072	\$54,462	\$60,327	\$62,061	\$63,225	\$64,487	\$65,919
6.5	\$54,863	\$56,139	\$61,928	\$63,492	\$64,769	\$66,006	\$67,411
7	\$56,657	\$57,814	\$63,540	\$64,921	\$66,313	\$67,528	\$68,915
7.5	\$58,506	\$60,130	\$65,997	\$67,382	\$69,815	\$70,125	\$71,578
8	\$60,355	\$62,440	\$68,452	\$69,838	\$71,343	\$72,731	\$74,235
8.5	\$61,862	\$64,057	\$70,767	\$71,927	\$73,606	\$74,991	\$76,437
9	\$63,367	\$65,683	\$73,079	\$74,008	\$75,863	\$77,245	\$78,634
9.5	\$66,006	\$68,387	\$76,748	\$77,702	\$79,120	\$80,793	\$81,735
10	\$70,351	\$72,854	\$82,408	\$83,417	\$85,420	\$86,432	\$86,933
12	\$71,720	\$74,235	\$83,787	\$84,796	\$86,834	\$87,812	\$88,313
14	\$72,420	\$74,925	\$84,477	\$85,487	\$87,525	\$88,502	\$89,003
16	\$73,110	\$75,615	\$85,166	\$86,176	\$88,215	\$89,191	\$89,694
18	\$73,750	\$76,255	\$85,807	\$86,815	\$88,854	\$89,831	\$90,334
20	\$74,635	\$77,170	\$86,837	\$87,857	\$89,920	\$90,909	\$91,418

\*These must be acceptable graduate hours as interpreted by the Superintendent or designee

Note: In accordance with the past-practice of the parties, a full step on the salary schedule is

- (a) one full step for any employee working a schedule of more than .6, and
- (b) a one-half(1/2) step for any employee working a schedule of .6 or less.

**Appendix A**  
**Teacher's Salary Schedule**  
**2023-2024**

Year	23-24	23-24	23-24	23-24	23-24	23-24	23-24
	BA	BA+ 20	MA or BA +30	MA +15	MA + 30	MA +45	PHD or EDD
1	\$42,918	\$43,906	\$45,992	\$46,985	\$47,975	\$49,475	
1.5	\$43,731	\$44,910	\$47,459	\$48,457	\$49,446	\$50,694	
2	\$44,533	\$45,907	\$48,925	\$49,914	\$50,913	\$51,908	
2.5	\$45,339	\$46,780	\$50,395	\$51,385	\$52,387	\$53,379	
3	\$46,152	\$47,652	\$51,737	\$52,843	\$53,839	\$54,845	\$55,927
3.5	\$47,134	\$48,708	\$53,383	\$54,631	\$55,710	\$56,786	\$58,035
4	\$48,118	\$49,764	\$54,918	\$56,409	\$57,567	\$58,729	\$60,141
4.5	\$49,524	\$51,004	\$56,402	\$57,979	\$59,264	\$60,432	\$61,846
5	\$50,935	\$52,250	\$57,898	\$59,553	\$60,965	\$62,133	\$63,547
5.5	\$52,406	\$53,761	\$59,560	\$61,273	\$62,566	\$63,790	\$65,226
6	\$53,869	\$55,279	\$61,232	\$62,992	\$64,173	\$65,454	\$66,908
6.5	\$55,686	\$56,981	\$62,857	\$64,444	\$65,740	\$66,996	\$68,422
7	\$57,507	\$58,681	\$64,493	\$65,895	\$67,308	\$68,541	\$69,949
7.5	\$59,384	\$61,032	\$66,987	\$68,393	\$70,862	\$71,177	\$72,651
8	\$61,260	\$63,377	\$69,478	\$70,886	\$72,413	\$73,822	\$75,348
8.5	\$62,790	\$65,018	\$71,829	\$73,006	\$74,710	\$76,116	\$77,584
9	\$64,317	\$66,668	\$74,176	\$75,118	\$77,001	\$78,404	\$79,813
9.5	\$66,996	\$69,413	\$77,899	\$78,868	\$80,307	\$82,004	\$82,961
10	\$71,406	\$73,947	\$83,644	\$84,668	\$86,702	\$87,729	\$88,237
12	\$72,796	\$75,348	\$85,043	\$86,068	\$88,136	\$89,129	\$89,638
14	\$73,507	\$76,049	\$85,745	\$86,769	\$88,838	\$89,829	\$90,338
16	\$74,207	\$76,750	\$86,444	\$87,468	\$89,538	\$90,529	\$91,039
18	\$74,856	\$77,399	\$87,094	\$88,118	\$90,187	\$91,178	\$91,689
20	\$75,754	\$78,327	\$88,139	\$89,175	\$91,269	\$92,273	\$92,790

\*These must be acceptable graduate hours as interpreted by the Superintendent or designee

Note: In accordance with the past-practice of the parties, a full step on the salary schedule is

- (a) one full step for any employee working a schedule of more than .6, and
- (b) a one-half(1/2) step for any employee working a schedule of .6 or less.

**Appendix A**  
**Teacher's Salary Schedule**  
**2024-2025**

Year	24-25	24-25	24-25	24-25	24-25	24-25	24-25
	BA	BA+ 20	MA or BA +30	MA +15	MA + 30	MA +45	PHD or EDD
1	\$43,561	\$44,564	\$46,682	\$47,690	\$48,694	\$50,217	
1.5	\$44,387	\$45,584	\$48,171	\$49,183	\$50,188	\$51,455	
2	\$45,201	\$46,595	\$49,659	\$50,663	\$51,677	\$52,687	
2.5	\$46,019	\$47,482	\$51,151	\$52,156	\$53,173	\$54,179	
3	\$46,844	\$48,367	\$52,513	\$53,635	\$54,647	\$55,668	\$56,766
3.5	\$47,841	\$49,439	\$54,183	\$55,451	\$56,546	\$57,638	\$58,906
4	\$48,840	\$50,511	\$55,742	\$57,255	\$58,431	\$59,610	\$61,043
4.5	\$50,267	\$51,769	\$57,248	\$58,849	\$60,153	\$61,339	\$62,774
5	\$51,699	\$53,033	\$58,766	\$60,446	\$61,879	\$63,065	\$64,500
5.5	\$53,192	\$54,568	\$60,454	\$62,192	\$63,505	\$64,746	\$66,205
6	\$54,677	\$56,108	\$62,151	\$63,936	\$65,136	\$66,436	\$67,911
6.5	\$56,521	\$57,836	\$63,800	\$65,411	\$66,726	\$68,001	\$69,449
7	\$58,369	\$59,562	\$65,460	\$66,884	\$68,318	\$69,569	\$70,998
7.5	\$60,274	\$61,947	\$67,991	\$69,419	\$71,925	\$72,245	\$73,741
8	\$62,179	\$64,327	\$70,520	\$71,949	\$73,499	\$74,929	\$76,478
8.5	\$63,732	\$65,994	\$72,906	\$74,101	\$75,831	\$77,258	\$78,748
9	\$65,282	\$67,668	\$75,288	\$76,245	\$78,156	\$79,580	\$81,011
9.5	\$68,001	\$70,454	\$79,068	\$80,051	\$81,511	\$83,235	\$84,205
10	\$72,477	\$75,056	\$84,899	\$85,938	\$88,002	\$89,045	\$89,561
12	\$73,888	\$76,478	\$86,319	\$87,359	\$89,458	\$90,466	\$90,982
14	\$74,609	\$77,190	\$87,031	\$88,071	\$90,170	\$91,177	\$91,693
16	\$75,320	\$77,901	\$87,740	\$88,781	\$90,881	\$91,887	\$92,405
18	\$75,979	\$78,560	\$88,400	\$89,439	\$91,540	\$92,546	\$93,065
20	\$76,891	\$79,502	\$89,461	\$90,513	\$92,638	\$93,657	\$94,181

\*These must be acceptable graduate hours as interpreted by the Superintendent or designee

Note: In accordance with the past-practice of the parties, a full step on the salary schedule is

- (a) one full step for any employee working a schedule of more than .6, and
- (b) a one-half(1/2) step for any employee working a schedule of .6 or less.

## Appendix B – Supplemental Salaries: Schedule B

### Athletics Compensation

Years	Category 1	Category 2	Category 3	Category 4	Category 5	Category 6
1 - 2	\$1734	\$2081	\$2428	\$2774	\$3121	\$3468
3 - 4	\$2599	\$3119	\$3638	\$4159	\$4678	\$5198
5 - 6	\$3519	\$4223	\$4927	\$5630	\$6334	\$7038
<b>Category 1:</b> Middle School Coaches, Category 4 Assistants, Special Olympics and Unified Sports - one coach per sport						
<b>Category 2:</b> Category 5 JV Coaches, Varsity Assistant Coaches						
<b>Category 3:</b> Category 6 JV Coaches and Varsity Assistant Coaches						
<b>Category 4:</b> Head Coaches for Bowling, Golf, Sideline Cheer and Tennis						
<b>Category 5:</b> HC for Baseball, Competitive Cheer, Cross Country, Dance, Lacrosse, Soccer, Softball and Volleyball						
<b>Category 6:</b> Head Coaches for Basketball, Football, Hockey, Swim, Track and Wrestling						

### Athletics Leadership Position Compensation

Position	Year 1	Year 2	Year 3	Year 4	Year 5
Middle School Athletics Chairperson	\$1474	\$1857	\$2240	\$2619	\$3876
High School Faculty Manager	\$1732	\$2164	\$2598	\$3036	\$3692
High School Asst. Athletic Director	\$1159	\$1444	\$1932	\$2022	\$2755
High School Athletic Chairperson	\$1474	\$1857	\$2240	\$2619	\$3876
District Swim Coordinator	\$3240	\$3272	\$3329	\$3379	–

### Extra Duty Compensation

- Learning Council Representative - \$3672 stipend paid in 2 installments
- MYP Coordinator - two weeks pro rata teaching contract
- 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%

### Interest Club Compensation - \$510 per year

#### Field Trip Coordinators/Chaperones

- Washington DC Coordinator (one person) - \$510 and \$102 per night
- Washington DC Chaperones - \$51 per night
- Sixth Grade Camp Coordinator (one person) - \$510 and \$102 per night
- Sixth Grade Camp Chaperones - \$51 per night
- ROHS/ROMS Level 3 Camp Coordinator (one person per school) - \$100 and \$100 per night
- ROHS/ROMS Level 3 Camp Chaperones - \$50 per night

## Leadership Activities Compensation

Category	Activities	Years 1 - 2	Years 3 - 4	Years 5 - 6	Participants
<b>A</b>	<ul style="list-style-type: none"> <li>Interact (HS)</li> <li>Model UN (HS)</li> <li>NHS (HS)</li> <li>Robotics (MS/HS)</li> <li>Senior Class (HS)</li> <li>Spirit Club (HS)</li> <li>Student Council (MS/HS)</li> <li>Student Connectors (MS)</li> </ul>	\$3060	\$3315	\$3570	<p><b>All Categories</b> Less than 30 = 1 advisor</p> <p><b>Category A</b> 30-39 = additional advisor at Category C level 40-49 = additional advisor at Category B level 50+ = additional advisor at Category A level</p> <p><b>Category B</b> 30-39 = additional advisor at Category C level 40+= additional advisor at Category B level</p> <p><b>Category C</b> 30+ = additional advisor at Category C level</p>
<b>B</b>	<ul style="list-style-type: none"> <li>CAS Coordinator (HS)</li> <li>Drama Club (MS)</li> <li>NJHS (MS)</li> <li>School Store (HS)</li> <li>Safety/Service Squad (ES)</li> <li>STAND (MS)</li> <li>Student Union (HS)</li> <li>Yearbook (MS)</li> </ul>	\$2168	\$2423	\$2678	
<b>C</b>	<ul style="list-style-type: none"> <li>Broadcast (ES)</li> <li>Student Council (ES)</li> <li>Yearbook (HS)</li> <li>Newspaper (HS)</li> </ul>	\$1275	\$1530	\$1785	

## Music and Drama Compensation

Program	Year 1	Year 2	Year 3	Year 4	Year 5
District Music Coordinator	\$1013	\$1261	\$1516	\$1770	\$2051
<b>High School</b>					
Symphony Band, Symphony Orchestra & Vocal Music	\$1937	\$2421	\$2908	\$3390	\$3935
Concert Band & Concert Orchestra	\$1359	\$1697	\$2036	\$2375	\$2753
Marching Band	\$748	\$936	\$1121	\$1310	\$1516
Pep Band	\$504	\$633	\$761	\$884	\$1027
Glee Club (min. of 2 performing groups)	\$1359	\$1697	\$2036	\$2375	\$2753
Drama Per Production (max of 3)**	\$1013	\$1261	\$1515	\$1770	\$2051
Drama - Musical (additional for Drama Director)	\$378	\$472	\$568	\$660	\$772
Drama - Instrumental & Choral Music Director	\$761	\$948	\$1138	\$1329	\$1538
Drama - Choreographer (if integral part of production)	\$378	\$472	\$568	\$660	\$772
Middle School Band, Orchestra, Chorus	\$1261	\$1580	\$1898	\$2212	\$2939
Elementary Music	\$1011	\$1263	\$1516	—	—

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



## Appendix C - 1

## APPENDIX C-2



**APPENDIX C-3**  
**2024-25 School Calendar**

**APPENDIX D**  
**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 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**

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

#### Balancing Special Education Students

It is the intent of the Board of Education to honor both in letter and in spirit Article XIV, 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 – Elementary Vocal Music Supplemental Salary**

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: \_\_\_\_\_

**APPENDIX F-4**

**Letter of Understanding – Clock Hours**

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-5**

**Letter of Understanding – 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-6

### Letter of Agreement - Mentor

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. 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.
2. Mentors will be accepted through an application process.
3. 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.
4. 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

### EVALUATION PROCEDURE FOR SCHOOL SOCIAL WORKERS

Due to the unique nature of the assignment, a school social worker will be evaluated based on evidence of his/her performance, using the School Social Worker Evaluation Form. The following steps are components in the procedure for evaluating a school social worker:

#### **1. Frequency of Evaluation**

Evaluation of school social workers shall be made annually.

#### **2. Meeting of Principal and Staff**

A meeting of the principal/supervisor and 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. 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. This is the Pre-Evaluation Conference.

#### **3. Pre-Evaluation Conference**

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

The counselor or the school social worker and the evaluator shall discuss the specific 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 school social worker and the evaluator.

At the Evaluation Conference, the evaluator will:

- a. share his/her observations and evidence of the school social worker's assignment performance as well as his/her observations of the school social worker's overall work performance;
- b. discuss the specific Performance Criteria; and
- c. provide the school social worker with a written copy of the School Social Worker Evaluation Form that the evaluator has completed.

The 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 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 Executive Director, Administrative Services to be placed in the school social worker's Personnel File;
- b. a copy to the school social worker; and
- c. a copy to the evaluator.

## **5. Follow-Up Procedure**

A school social worker who receives an Overall Rating of either a "Minimally Effective" or "Ineffective" must be provided with an Individual Development Plan (IDP). A school social worker who receives either a "Minimally Effective" or "Ineffective" in any category **must** be provided an IDP.

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

**SCHOOL SOCIAL WORKER SUMMATIVE EVALUATION FORM**

SOCIALWORKER [Click here to enter text.](#)

DATE OF REPORT [Click here to enter a date.](#)

PRINCIPAL [Click here to enter text.](#)

SCHOOL [Click here to enter text.](#)

SCHOOL YEAR [Click here to enter text.](#)

SOCIAL WORKER EVALUATOR [Click here to enter text.](#)

**Category: H=Highly Effective      E=Effective      M=Minimally Effective      I=Ineffective**

Any category that is rated **Minimally Effective and/or Ineffective** MUST BE accompanied by a written explanation and SPECIFIC recommendations for improvement.

Please comment on the following:

H                      E                      M                      I

**A. Classroom Responsibility**

- 1. Professional Performance
- 2. Contact /Feedback on Active Cases
- 3. Follow-up on New Cases
- 4. Rapport with Students and Families
- 5. Professional Relationships
- 6. Communication with school personnel
- 7. Dependability and responsibility
- 8. Student Growth

                                                                

**B. Additional Professional Contributions**

(Attach additional page(s)) [Click here to enter text.](#)

**C. Additional Comments, Strengths, Special Commendations**

(Attach additional page(s)) [Click here to enter text.](#)

D. Overall Rating    Highly Effective    Effective    Minimally Effective    Ineffective

See "Evaluation Procedure for School Social Workers" for requirements to the Follow-Up Procedure for an Overall or Categorical Rating of **Minimally Effective or Ineffective**.

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

SOCIALWORKER'S SIGNATURE

DATE

EVALUATOR'S SIGNATURE

DATE



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