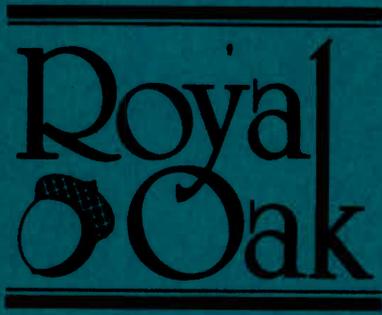


*Extension 7/1/94*



**AGREEMENT**

**ROYAL OAK BOARD OF EDUCATION**

**AND THE**

**ROYAL OAK ASSOCIATION OF SCHOOL ADMINISTRATORS**

**EXTENSION**

**1993 - 1994**

*Royal Oak School District*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

**SCHOOL DISTRICT OF THE CITY OF ROYAL OAK, MICHIGAN**



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AGREEMENT

ROYAL OAK BOARD OF EDUCATION

ROYAL OAK ASSOCIATION OF SCHOOL ADMINISTRATORS

This Agreement is made and entered into on the 1st day of July, 1993, between the Board of Education of the School District of the city of Royal Oak, Oakland County, Michigan (hereinafter called the "Board"), and the Royal Oak Association of School Administrators (hereinafter called the "Association").

ARTICLE I

RECOGNITION

1. The Board recognizes the Royal Oak Association of School Administrators as the exclusive representative of all administrators whose positions are listed in this contract, such recognition for the purpose of collective bargaining pursuant to Act 379 of the Public Acts of 1965 as amended. A disagreement over representation of administrative positions yet to be created shall be resolved by MERC.
  
2. The Association recognizes that except as limited by the specific and express terms of the Agreement, the Board shall retain all rights and power to manage the Royal Oak School District, and to direct its employees.

ARTICLE II

The annual increase for administrators under this Agreement will be based upon the percentage increase received by the ROEA. That percentate is calculated under the terms specified in Article XVII, Section A, 1, a-d of the Master Agreement with the ROEA which recognizes a cost contribution for health insurance increases by ROEA members.

1. Salary Schedule - 1993-94

<u>POSITION</u>	<u>WORK YEAR IN WEEKS</u>	<u>1993-94 MINIMUM</u>	<u>1993-94 MAXIMUM</u>
<u>PRINCIPALS</u>			
Senior High Principal	52	\$59,923	\$83,243
Director of Technical Center	52	59,923	83,243
Junior High Principal	52	50,256	75,126
Elementary Principal	50	50,256	69,628
<u>ASSISTANTS</u>			
Senior High Assistant Principal	52	52,188	72,307
Asst. Director of Technical Center	52	52,188	72,307
Junior High Assistant Principal	50	46,391	65,837
<u>DIRECTORS &amp; CURRICULUM</u>			
Director of Continuing Education	52	52,188	73,103
Director of P.E. & Athletics	52	52,188	72,219
Director of Placement	52	48,325	66,044
Supervisor of Curriculum	52	46,391	67,629
Supervisor of Special Education	52	48,325	66,185
Supervisor, Career Development/ Vocational Education, (K-Adult)	52	48,325	66,185
Coordinator of Support Services	52	48,325	66,044
Coordinator of Special Needs	52	45,226	64,087
<u>AUXILIARY SERVICES</u>			
Plant Engineer*	52	42,648+	59,487+
Purchasing Agent*	52	42,648+	59,592+
Building Foreman*	52	29,118+	41,409+
Maintenance Foreman*	52	29,118+	41,409+

+ See #12 (page 6)

2. Salary Schedule - 1991-92

Twenty-five hundredths (.25%) percent less than ROEA.

3. Salary Schedule - 1992-93

Same percentage increase as teachers. Cost contribution for health insurance increases will be calculated by using the same formula used in 1991-92.

4. Administrator TSA Schedule - 1989-90

In addition to the contractual wage, a cash payment will be made to administrators based upon each individual's 1989-90 TSA amount increased by the same percentage used to compute salaries for ROASA administrators in 1990-91, 1991-92, 1992-93. To be paid as soon as possible following July 1 and not to exceed the first pay period in September.

<u>Position</u>	<u>Amount Per Year</u> <u>1993-1994</u>
Senior High Principal	\$3472
Director of Technical Center	3472
Directors	3040
Supervisor of Curriculum	3040
Supervisor	2751
Senior High Assistant Principal	3040
Asst. Director of Technical Center	3040
Junior High Principal	3040
Junior High Assistant Principal	2787
Elementary Principal	2825
Director of Placement	2932
Building Foreman	1675
All Others	2394

5. After seven (7) years as an administrator with the District, the Board shall either pay said administrator the top of the range or terminate his/her services as an administrator with the District.
6. Principals shall be paid \$2,000 additional for a multi-school assignment.
7. Elementary principals shall be paid an additional \$4.00 per pupil for each pupil over an enrollment of 350 as equated for state aid purposes.
8. In the instance of administrative staff reductions because of school closings or deletion of bargaining unit positions caused by reduction in enrollment any administrator assigned a full-time teaching position or a full-time AFSCME bargaining unit position shall receive the first year of such assignment the teacher or AFSCME wage for which he/she qualifies plus 85% of the difference between that wage and the administrative wage he/she had received. The second year of such assignment the percentage would be 50%. After the second year, no differential would be paid. Said administrator shall carry over into the new position his/her current sick leave in accord with the contract of applicable bargaining unit to be entered but not to exceed the maximum sick leave allowed teachers or AFSCME bargaining unit members. In the event that the administrator is retained in a partial administrative position combined with a teaching or AFSCME position, the differential shall be computed on the basis of the contract wage for the current year in both positions.
9. In addition to the contracted wage, an appropriation of up to \$40,800 may be made each fiscal year and disbursed by the Superintendent of Schools to administrators on a discretionary basis.
10. As per state law Board Paid Retirement shall be paid on wages earned and paid after July 1, 1977, including discretionary pay and TSA.
11. Each Foreman shall be paid \$1,000 per annum in connection with the weekend duty roster. In addition, the Maintenance Foreman shall be paid \$2,000 per annum in connection with a multiple building assignment.

12. A sum of \$500 will be added to the salary of those administrators classified as Auxiliary Services during the 1990-91 contract year. That amount will be \$400 during the 1991-92 contract year and \$300 for the 1992-93 contract year. Said amounts will be added after the percentage increase has been calculated for each of the contract years.

13. The following professional options will be reimbursed not to exceed a total of \$475 per administrator:

- a. payment of dues for professional organizations
- b. administrative fees and/or licensure
- c. tuition reimbursement for prior approved courses
- d. medical exams - not to replace \$100 for required exam
- e. professional days (maximum of 2 days with equivalency of \$200 per day)

### ARTICLE III

#### FRINGE BENEFITS

1. The Board shall pay the premium of Seventy-Five Thousand Dollars (\$75,000) of term life insurance and the double indemnity rider within the Board's group plan for administrators.
2. The Board shall pay the premium for long-term disability insurance coverage within the Board's group plan for each administrator, such income protection to provide a maximum monthly benefit of Four Thousand Dollars (\$4,000) or 70% of salary, whichever is less.
3. The Board shall pay for each administrator full-family hospitalization Blue Cross/Blue Shield coverage (Michigan School Employees Four-Point Plan), or, as an employee option during the enrollment period, its equivalent as M.E.S.S.A. (Michigan Education Special Services Association hospitalization) with MESSA care rider and dental insurance similar to 100/85/60/50 with \$1,500 orthodontic rider, life-time maximum. After July 1, 1994, any increase in monthly health, dental, LTD and life insurance premium shall be paid by the administrator by means of payroll deduction.

The Board shall not be required to provide hospital/medical insurance coverage to an administrator who is under another hospital/medical insurance plan or policy. The administrator 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.

Administrators who cannot withdraw from coverage under the other policy may request consideration to permit coverage under the Board's hospital/medical plan.

Administrators who are 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 an administrator does not elect hospital/medical coverage, the following amounts will be applied toward a tax-sheltered annuity for said administrator, on a pro-rata basis according to the percentage of position hired, subject to an agreement being executed between the administrator, the District, and an approved carrier. The following schedule includes ROASA and ROEA members:

Participants:	1 through 35	-	\$100 each
	36 through 45	-	\$500 each
	46 through 55	-	\$650 each
	56 through 65	-	\$800 each
	66 and beyond	-	\$950 each

In any case, a minimum of \$500 will be paid to an administrator. In addition, the following provisions shall apply:

- (1) Participants must indicate acceptance of option by August 31 annually.
- (2) Distribution of funds to TSA will be semi-annually on the following dates:
  - (a) Second pay in October
  - (b) First pay in second semester
- (3) Participants hired after the beginning of the school year, or terminating/resigning before the end of the school year shall be prorated for this option according to number of days worked.
- (4) Part-time participants shall count as 1.0 in determining the dollar amount in the option.
- (5) Early termination/resignation or late hires will not affect the number counted in determining the dollar amount.

Any insurance benefit set forth in subsections 3 and 5 of this Article shall be provided on a pro-rata basis for the premium payment to any part-time participants wishing to receive such a benefit, in the event that the participant shall pay the balance of the premium payment.

4. Administrators will be reimbursed for business mileage expenses when using their own car at the rate of 21 cents per mile or the IRS rate on July 1st, whichever is higher, for each contract year. In lieu of a mileage rate for local driving, a monthly car allowance of \$40 shall be paid to: Supervisors. In lieu of a mileage rate for local driving, a monthly car allowance of \$50 per month shall be paid to the Director of Physical Education and Athletics and to the Purchasing Agent. In lieu of a mileage rate for local driving, a monthly car allowance of \$70 shall be paid to the Building Foreman and Director of Placement (in-county driving expenses). In lieu of a mileage rate for local driving, a monthly car allowance of \$80 shall be paid to the following positions: Senior High Principals; Plant Engineer; Director of OTC-SE; and Maintenance Foreman.
  
5. The Board shall pay the insurance premium to provide each administrator with coverage similar to MESSA VISION CARE - II. On or after July 1, 1994, any increase in monthly premium shall be paid by the administrator by means of a payroll deduction.

## ARTICLE IV

### TENURE

1. Administrators whose positions are listed in Article II, Section 1, of this Agreement and who are certificated and defined as "teacher" in accordance with Section 1 or Article III of Act No. 4 of P.A. 1937 (First Extra Session) as amended by Act No. 119, P.A. 1941 and by Act No. 242, Section 1, P.A. 1963, shall not be deemed to be granted continuing tenure in their capacity as an administrator.
2. Administrators will be employed under a written individual contract which shall specify the duration of the contract.

## ARTICLE V

### EVALUATION

1. Each administrator shall be given at intervals appropriate to the work assigned a copy of the written evaluation report prepared by his immediate supervisor after discussion with the administrator.

The report shall contain an analysis of both the degree to which the administrator has met specific written objectives previously mutually developed with his supervisor and overall performance which may include job-related strengths, quality or job performance, achievements, deficiencies and recommendations for improvement. Where the report contains deficiencies the evaluator shall establish a time period within which improvement must be accomplished. The evaluator shall endeavor to assign individual objectives early in the school year.

2. The maximum interval between evaluation reports shall be one year.
3. Administrators shall be permitted to prepare a written reply to the written evaluation, which reply will be attached to the evaluation and become a part thereof.

ARTICLE VI

HOLIDAYS, VACATION AND WORK YEAR

1. Holidays for administrative employees will be as follows:

Independence Day	Good Friday
Labor Day	Memorial Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Work day preceding Christmas Day or work day following Christmas Day
New Year's Day	Work day preceding New Year's Day or work day following New Year's Day

2. Each administrator shall be entitled to 25 vacation days per year, and shall have three (3) non-duty days, generally between Christmas and New Year's Day.
3. The work year for Elementary Principals and Junior High Assistant Principals shall be fifty (50) weeks in length, two (2) weeks less than other administrators. It is the intent of both parties that this time be taken during the winter and spring school vacation periods. Furthermore, Elementary Principals and Junior High Assistant Principals will use their 25 defined vacation days during periods when students are not in session except with the express permission of the Superintendent or his/her designee.
4. Administrators who have not used all their vacation days during the work year may carry over up to five (5) days to the following school year; provided, however, that all unused vacation days in excess of five (5) shall be forfeited. In no event shall the current vacation allotment plus the carry-over exceed thirty (30) days.
5. The work year shall be defined to commence on July 1 and end on June 30.

## ARTICLE VII

### POSITION AND ASSIGNMENT

1. Position is defined as job title. Assignment for principals and assistant principals is defined as building location.
2. Any administrator who desires a change in position or assignment shall submit his request in writing to his supervisor. such request shall be considered by the Superintendent or his/her designee.
3. Prior to a decision involving the change in position and/or change in assignment of an administrator, a conference will be held between the administrator and the Superintendent or his/her designee.
4. Administrators shall be notified by April 1 if reappointment in their position is not to occur or if their assignment is to be changed.
5. An administrator returning from a sabbatical leave will be considered for the first available vacancy in position previously held.
6. The Association will be informed of proposed deletions or additions of administrative positions. Deletion or addition of positions shall be a matter of discussion with the Superintendent or his/her designee if requested by the Association.

## ARTICLE VIII

### GRIEVANCE AND ARBITRATION PROCEDURE

1. The term grievance shall be interpreted to mean a complaint by an administrator that there has been an alleged violation of the collective bargaining agreement.
  - a. An administrator may initiate a grievance by first discussing the matter with his/her immediate supervisor. An Association officer shall be provided immediately upon request. If the grievance cannot be satisfactorily resolved at Step One, it may be submitted to Step Two by the grievant and Association.
  - b. Within ten days of the supervisor's response, at Step One, or as otherwise provided, the Association and grievant shall submit to the Superintendent or his/her designee at Step Two a written grievance which shall set forth the nature and parties to the dispute, the contract provision allegedly violated, and the relief requested. Should either party so request, a grievance meeting shall be held at Step Two between the grievant, the Association and the Superintendent or his/her designee within ten days of the submission of the written grievance. Within ten days of said submission, or the meeting if requested, the Superintendent or his/her designee shall notify the association of his/her decision.
  - c. If the grievance is not resolved at Step Two, the grievance, at the option of the Association, may be submitted as Step Three by the Association to arbitration within ten days of the decision.
  - d. After the request for arbitration has been made, the parties may attempt to choose a mutually acceptable arbitrator. If this attempt is unsuccessful or if the Association should so choose, the parties shall request a list of seven arbitrators from the American Arbitration Association.

**2. General Provisions**

- a. All references to "days" in this Article shall be regular work days.
- b. The award of the arbitrator shall be advisory only.
- c. The costs of arbitrator shall be paid by the losing party, but all costs assumed individually by a party shall be its responsibility.
- d. Time limits may be extended by written mutual agreement of the parties.
- e. The Association may provide representation through its officers, agents or other legal counsel.

ARTICLE IX

ABSENCE WITH PAY

1. Administrators may be absent with pay because of the following reasons:
  - 1.1 personal illness or disability
  - 1.2 death in the immediate family
  - 1.3 visitations to other schools
  - 1.4 personal considerations, or other reasons approved by the Superintendent of Schools such as but not limited to jury duty, serious illness in immediate family, and personal emergency.
2. Absence with pay for personal illness or disability, generally known as sick leave, is defined as a time of employee absence because of personal illness or disability during which time the employee is granted income protection by the Board of Education.
3. Upon employment and after starting work, an administrator is granted 36 work weeks income protection for personal illness or disability by the Board of Education.
4. Administrators may be absent and qualify for one-half pay and full fringe benefits for a sabbatical leave approved by the Board of Education.
5. If during the term of this contract the Michigan Public School Employees Retirement Law is changed to allow service credit for unused sick leave days, the Board of Education will compute a retiring employee's unused days as the difference between 180 days and the number of days of absence of the employee for personal illness during the 12 calendar months prior to retirement.

ARTICLE X

ABSENCE WITHOUT PAY

1. Administrators may be absent without pay because of, but not limited to, the following reasons:
  - 1.1 study
  - 1.2 travel
  - 1.3 alleviation of personal or family hardship
  - 1.4 military service
  - 1.5 exchange program
2. Absence without pay by an administrator shall occur only upon approval by the Superintendent of Schools or the Board of Education.
3. Periods of absence without pay shall not be approved for periods of more than one year at a time.
4. An administrator returning from an extended absence without pay will be considered for the first available vacancy in the position previously held.

## ARTICLE XI

### TERMINATION PAY

1. Eligibility and computation for termination pay for ROASA members employed by the District prior to July 1, 1990 will be as follows:

Administrators with ten or more years of service in the School District shall be granted upon voluntary termination of their employment pay amounting to fifteen (15) weeks' wages. Upon twenty-five years of service in the District, twenty (20) weeks' wages will be granted under the same conditions.

2. Eligibility and computation for termination pay for ROASA members employed as administrators by the District after July 1, 1990 will be as follows:

Administrators who have ten or more years of service as an administrator in the School District shall be granted pay amounting to fifteen (15) weeks' wages upon voluntary termination of their employment for retirement purposes provided they are eligible and have applied for retirement under the Michigan Public School Employees Retirement System (MPERS). An administrator with twenty-five years of service in the District with at least ten years as an administrator will be granted twenty (20) weeks' wages under the same conditions.

3. Any administrator who has accrued severance credit as a teacher under the terms of the Master Agreement with the teachers shall be entitled to termination pay as per the conditions of that agreement until such time as he/she becomes eligible for termination pay as an administrator under the terms of this Agreement. At that time, he/she will no longer be eligible to receive termination pay as a teacher under the terms of the Master Agreement with the ROEA.
4. Any administrator whose employment with the District is terminated by discharge will not qualify for termination pay.
5. Termination pay shall be granted only once and shall be paid at the average contract rate of the last twelve (12) months worked.

## ARTICLE XII

### MISCELLANEOUS

1. Any individual contract between the Board and an individual administrator shall be subject to and consistent with the terms and conditions of this Agreement.
2. So long as this Agreement is in effect, the Association shall not cause or permit its members to cause, nor will any administrator or member of this Association take part in any strike, slowdown, stoppage 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. Administrators who violate the provisions of this Article shall be subject to discharge or any lesser disciplinary action the Board shall impose. 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.
3. The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.
4. Administrators whose positions appear in this Agreement shall following the beginning of their employment or the execution of this Agreement, whichever is later, as a condition of continued employment, either:
  - a. become members of the Association, or
  - b. tender through payroll deduction to the Association an amount equal to the annual dues.
5. The School District shall reimburse each administrator for the cost (not to exceed \$100) incurred for the required five-year physical examination.

6. Upon request to the Superintendent or his/her designee the Association shall be permitted to use school building facilities without charge provided said use shall not be for an illegal purpose.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 1993 and shall continue in force and effect until midnight of the 1st day of July, 1994.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the 26th day of August, 1993.

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

ROYAL OAK ASSOCIATION OF  
SCHOOL ADMINISTRATORS

By: Paula Lawson

By: Joseph L. Loken

Date: 10-1-93

Date: 10-1-93

