



ROYAL OAK SCHOOLS
A COMMUNITY OF EXCELLENCE

AGREEMENT

ROYAL OAK BOARD OF EDUCATION

AND THE

ROYAL OAK ASSOCIATION OF
SCHOOL ADMINISTRATORS

2016-2017

2017-2018

2018-2019

Royal Oak Schools

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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 28th day of June, 2016, between the Board of Education of Royal Oak Schools, Oakland County, Michigan (hereinafter called the "Board"), and the Royal Oak Association of School Administrators (hereinafter called the "Association").

ARTICLE I

RECOGNITION

- A. 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.

- B. The Association recognizes that except as limited by the specific and express terms of the Agreement, and applicable state and federal laws, the Board shall retain all rights and power to manage the Royal Oak School District, and to direct its employees.

ARTICLE II

Work Schedule and Salary Schedule

A. 2016-19 Work Schedule

<u>POSITIONS</u>	<u>WORK SCHEDULE</u>
<u>PRINCIPALS</u>	
Senior High Principal	52 weeks
Middle School Principal	206 Days*
Elementary Principal	206 Days*
<u>ASSISTANTS</u>	
Senior High Assistant	206 Days*
Senior High Assistant/Athletic Director	52 weeks
Middle School Assistant	206 Days*
<u>DIRECTORS, INSTRUCTIONAL</u>	
Director of Special Education	52 weeks
<u>SUPERVISORS</u>	
Supervisor, Elementary Ed	206 Days
Supervisor, Secondary Ed	206 Days
Supervisor, Early Childhood	52 Weeks
Supervisor, Adult and Alt Ed	52 Weeks
Supervisor, ASD Programs	206 Days

All Administrators with a 206 Day Work Year will be scheduled to work the following days:

- *Twelve (12) days prior to the teachers first day to report in August
- *All teacher scheduled work days
- *Eight (8) days in June at the conclusion of the teacher work year
- *The salary payout will be based on a 255 day calendar

It is understood that any job-related responsibilities, which are required to be completed during non-work periods, will be professionally completed by each Administrator. Care will be taken to manage these occurrences so as not to intentionally interfere with vacation time away from work.

B. Salary Schedule Study

Association and district agree to a collaborative study of administrative salary schedules during the 2016-2017 school year. This agreement is based upon a common understanding regarding the origin of the schedule in C below. Said schedule made transparent and objective a past practice; what appears to be a salary schedule was never intentionally designed as an administrative salary schedule. Recommendations arising from the collaborative study team would need to be approved by both negotiating teams before being recommended to board and association members for approval. Both parties acknowledge that such recommendations could have negative and positive impacts on salaries. At the conclusion of the 2016-2017 contract year (June 30, 2016) both parties agree to an opener of paragraph C below for the purposes of considering any such recommendation.

C. 2016-2017, 2017-2018, 2018-2019 Salary Schedule:

	Elem Principal	Middle School Asst. Principal	High School Asst. Principal	Middle School Principal	High School Principal	Special Ed Director
Base	100,566	95,769	100,404	104,117	115,195	107,252
1	101,625	96,777	101,460	105,213	116,408	108,381
2	102,683	97,785	102,517	106,309	117,620	109,510
3	103,742	98,793	103,574	107,405	118,833	110,639
4	104,800	99,801	104,631	108,501	120,045	111,768
5	105,859	100,809	105,688	109,597	121,258	112,987
6	106,918	101,817	106,745	110,693	122,471	114,026
7	107,987	102,835	107,812	111,800	123,696	115,166
8	109,067	103,863	108,890	112,198	125,209	116,318
9	110,157	104,902	109,979	114,047	126,461	117,481

In any year when steps are provided, only members with an overall “effective” performance rating, or greater, shall be eligible to advance to the next step.

The following shall take effect upon the commencement of the 2016-2017 school year or on the date this Agreement is ratified by both parties, whichever is later:

- All bargaining unit employees who were at steps Base through 5 in the prior year and are eligible for a wage step increase on the Wage Schedule shall receive that wage step increase. In addition, Steps 7, 8, 9 shall be added to the Wage Schedule (II, C), at the commencement of the 2016-2017 school year. Bargaining unit employees who are on step 6 in 2015/2016 shall be eligible to move to step 7 at the beginning of the 2016-2017 school year.

School Years After the 2016-2017 School Year

- For school years after 2016-2017, provided the District's audited General Fund balance is at or above \$8 Million as of June 30th of the prior school year, all bargaining unit employees who were at steps Base through 8 in the prior year and are eligible for a wage step increase on the Wage Schedule (II, C) shall receive that wage step increase.
- In school years after 2016-2017, provided the District's audited General Fund balance is at or above \$8 Million as of June 30th of the prior school year, bargaining unit employees at Step 9 who do not receive a step increase, but would have otherwise been eligible for such, shall receive a one-time, off-schedule payment equal to 1.00% of salary, less applicable deductions, on the second payday in January of the then-current school year.
- In school years after 2016-2017, provided the District's audited General Fund balance is at least \$7 Million as of June 30th of the prior school year, but not at or in excess of \$8 Million as of June 30th of the prior school year, all bargaining unit employees who were at steps base through 8 in the prior year and are eligible for a wage step increase on the Wage Schedule (Appendix A) shall receive one-half (1/2) of that wage step increase. 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 school years after 2016-2017, provided the District's audited General Fund balance is at least \$7 Million in the prior school year, but not at or in excess of \$8 Million in the prior school year, bargaining unit employees at Step 9 of the Wage Schedule (II, C) and who do not receive a step increase but would have been eligible for such, shall receive a one-time, off-schedule payment equal to 0.5% of salary, less applicable deductions, on the second payday in January of the then-current school year. This one-time, off-schedule payment shall be prorated for eligible part-time teachers.
- In school years after 2016-2017, in the event that the District's audited General Fund balance is below \$7 Million as of June 30th of the prior school year, a wage freeze, with all individual wages being set back to the level of the preceding fiscal year, and no off-schedule payments being made, shall go into effect. 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 school years after 2016-2017, in the event that the District's audited General Fund balance is at, or in excess of, \$14,500,000.00 as of June 30th 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, 2014, general fund balance as found on page 3-3 of the audit report was \$13,862,933.

	Supervisor, Elementary Education	Supervisor, Secondary Education	Supervisor, Early Childhood Ed	Supervisor, Adult and Alternative Ed	Supervisor, ASD Programs
Base	89,000	89,000	82,000	82,000	89,000
1	89,937	89,937	82,863	82,863	89,937
2	90,874	90,874	83,723	83,723	90,874
3	91,810	91,810	84,590	84,590	91,810
4	92,747	92,747	85,453	85,453	92,747
5	93,684	93,684	86,316	86,316	93,684
6	94,621	94,621	87,180	87,180	94,621
7	95,567	95,567	88,051	88,051	95,567
8	96,523	96,523	88,931	88,931	96,523
9	97,488	97,488	89,821	89,821	97,488

- D. Elementary principals shall be paid an additional \$5.00 per pupil for each pupil over an enrollment of 350 as equated for state aid purposes.

- E. 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 ROEA bargaining unit position shall receive the first year of such assignment the teacher or ROEA 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 ROEA bargaining unit members. In the event that the administrator is retained in a partial administrative position combined with a teaching or ROEA position, the differential shall be computed on the basis of the contract wage for the current year in both positions. This shall not include any administrative interim assignment.
- F. As per state law, Board Paid Retirement shall be paid on wages earned and paid after July 1, 1977, including supplemental cash payments.
- G. An Administrator moving within the District from one administrative position to a new administrative position of greater responsibility within the District will not be subject to a decrease in pay to do so.

ARTICLE III

FRINGE BENEFITS

- A. 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.
- B. 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 Six Thousand Dollars (\$6,000) or 70% of salary, whichever is less. Administrators eligible for long-term disability will have Board-paid single subscriber health benefits continued for twenty-four (24) months from the employee's LTD eligibility date.
- C. For employees electing hospital/medical insurance coverage, the District's funding for health insurance premiums will be determined in accordance with PA 152.

Health:

- Employees will make a selection between the District's offered plans during the District Fall Open Enrollment period.

Dental:

- 100/8550 with \$1,500 orthodontic rider, life-time maximum

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 medical/hospital coverage, the administrator shall receive a cash payment through the cafeteria plan in the amount of Three Thousand Six Hundred Dollars (\$3,600). Administrator must provide proof that they have other 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.

In addition, the following provisions shall apply:

1. Administrators must annually indicate acceptance of the option by August 31.
 2. Administrators may apply this amount to a 403(b) Tax Sheltered Annuity Plan or a 457 Deferred Compensation account through an annual election.
 3. Distribution of funds will be semi-annually on the following dates:
 - a. Second pay in October, and
 - b. First pay in second semester
 4. Administrators 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.
 5. 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.
- D. Administrators will be reimbursed for business mileage expenses when using their own car at the IRS rate on July 1st, for each contract year. In lieu of a mileage rate for driving within Royal Oak, a monthly car allowance of \$50 per month shall be paid to the Supervisor, ASD Programs, Supervisor, Early Childhood Education, Director of Athletics, and the Director of Special Education. In lieu of a mileage rate for driving within Royal Oak, a monthly car allowance of \$25 shall be paid to all other Administrators. Out of Royal Oak business mileage expenses will be submitted for reimbursement on a monthly basis.
- E. The District shall provide public liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for all eligible administrators.
- F. The District shall maintain an eligible 403(b) Tax Sheltered Annuity Plan and a 457 Deferred Compensation Plan. Voluntary participation in these plans shall be available to Administrators.

ARTICLE IV

TENURE AND CERTIFICATION

- A. Administrators whose positions are listed in Article II, Section A, of this Agreement and who are certificated and defined as “teacher” in accordance with Section 1 or Article III of Act Number 4 of P.A. 1937 (First Extra Session) as amended by Act Number 119, P.A. 1941 and by Act Number 242, Section 1, P.A. 1963, shall not be deemed to be granted continuing tenure in their capacity as an administrator.
- B. Administrators will be employed under a written individual contract which shall specify the duration of the contract.
- C. Administrators with positions listed in Article II, Section A of this Agreement, and who are certificated and defined as “teacher” in accordance with Section 1 or Article III of Act Number 4 of P.A. 1937 (First Extra Session) as amended by Act Number 119, P.A. 1941 and by Act Number 242, Section 1, P.A. 1963, shall be required to maintain teaching certificates and be in compliance with the school administrators certificate continuing education requirements.
- D. Administrators will be given opportunities to attend professional development activities that will result in acquiring CEU’s, which may be provided by the district.

ARTICLE V

HOLIDAYS, VACATION AND WORK YEAR

A. Holidays for all fifty-two (52) week administrative employees will be as follows, if teachers and students are not in session:

Independence Day	
Labor 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	
Martin Luther King's Birthday	
Good Friday	
Memorial Day	

B. Each fifty-two (52) week administrator shall be entitled to 35 vacation days per year.

C. All fifty-two (52) week administrators are encouraged to use vacation days when school is not in session. If vacation days are requested when students are in session, the administrator shall provide a minimum of five (5) days written notice to the Superintendent or his/her designee and will be limited to using a maximum of five (5) days during any school year except with the express written permission of the Superintendent or his/her designee.

D. Fifty-two (52) week administrators who do not complete their vacation schedule during the twelve (12) months of the contract year, may use the thirteenth month (July) to complete the schedule. If at the end of the thirteenth month, a 52 week administrator has not been able to use all 35 days, they may be paid out for a maximum of five days at their per diem rate. Any unused days in excess of five will be lost.

E. The work year shall be defined to commence on July 1 and end on June 30.

- F. Fifty-two (52) week administrators will receive payment for any earned and unused vacation days upon retirement or upon severance of employment.

Any remaining 2012-13 vacation days in a 206 Day administrator's accrual for the 2012-13 school year will be "frozen" at the 2012-13 pay rate for payout upon separation of each eligible administrator. The number of "frozen" vacation days and the payout of said days will be documented in each eligible Administrator's personnel file.

- G. Other than that described in D above, there will be no payout of any vacation days for any newly hired administrator beginning July 1, 2013.

ARTICLE VI

POSITION AND ASSIGNMENT

- A. Position is defined as job title, as listed in Article II, Salary Schedule. Assignment for principals and assistant principals is defined as building location.
- B. Any administrator who desires a change in position or assignment shall submit his/her request in writing to his/her supervisor. Such request shall be considered by the Superintendent or his/her designee.

ARTICLE VII

GRIEVANCE AND ARBITRATION PROCEDURE

- A. 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.
1. 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.
 2. Within ten (10) 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 the ten (10) days of said submission, or the meeting if requested, the Superintendent or his/her designee shall notify the Association of his/her decision.
 3. 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. The Association will submit in writing to the Superintendent or designee its intention to arbitrate within ten (10) days of receipt of the written disposition of the Superintendent or designee.
 4. After the request for arbitration has been made, the parties will attempt to choose a mutually acceptable arbitrator. If this attempt is unsuccessful, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association. The award will be binding upon the Association, District and the employee involved.
- B. General Provisions
1. All references to "days" in this Article shall be regular work days.
 2. The award of the arbitrator shall be final and binding upon the Association, the Board and any administrator or administrator involved.

3. 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 participation.
4. Time limits may be extended by written mutual agreement of the parties.
5. The Association may provide representation through its officers, agents or other legal counsel.

ARTICLE VIII

ABSENCE WITH PAY

- A. Upon employment and after starting work, an administrator is granted 180 days income protection for personal illness or disability by the Board of Education. Upon starting work in a new contract year, an administrator shall have days added to his or her allocation so as to bring them back to 180 days. Administrators may be absent with pay because of the following reasons:
1. Personal illness or disability
 2. Death in the immediate family
 3. Personal considerations or other reasons approved by the Superintendent of Schools/or designee, such as but not limited to, serious illness in immediate family.
- B. In each work year, July 1 – June 30, Three (3) of the 180 days may be used as Personal Business Days. During days of student instruction, there is an understanding that such days should not be used for activity or business that could otherwise occur on a day when school is not in session.
- C. Administrators may be absent and qualify for one-half pay and full fringe benefits for a sabbatical leave approved by the Board of Education.
- D. 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 twelve (12) calendar months prior to retirement.

ARTICLE IX

ABSENCE WITHOUT PAY

- A. Administrators may be absent without pay because of, but not limited to, the following reasons:
 - 1. Study
 - 2. Travel
 - 3. Alleviation of personal or family hardship
 - 4. Military service
 - 5. Exchange program
- B. Absence without pay by an administrator shall occur only upon approval by the Superintendent of Schools and the Board of Education.
- C. Periods of absence without pay shall not be approved for periods of more than one year at a time.

ARTICLE X
TERMINATION PAY

- A. Beginning July 1, 2011, all newly employed administrators, hired as ROASA administrators, shall not be eligible for any termination pay.
- B. Eligibility and computation for termination pay for ROASA members employed in the District prior to July 1, 1990 will be as follows:

Administrators with ten (10) 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 (25) years of service in the District, twenty (20) weeks' wages will be granted under the same conditions.

- C. Eligibility and computation for termination pay for ROASA members employed as administrators by the District after July 1, 1990, but before June 30, 2011, will be as follows:

Administrators who have ten (10) 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 (25) 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.

- D. 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.
- E. Any administrator whose employment with the District is terminated by discharge will not qualify for termination pay.
- F. Termination pay shall be granted only once and shall be paid at the average contract rate of the last twelve (12) months worked.

ARTICLE XI

MISCELLANEOUS

- A. Any individual contract between the Board and an individual administrator shall be subject to and consistent with the terms and conditions of this Agreement.
- B. 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 School District of the City of Royal Oak 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 School District of the City of Royal Oak, the Association shall take all steps necessary to bring such activity to a prompt end.
- C. 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.
- D. 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.
- E. Any administrator, who voluntarily moves to a position in the District within another bargaining unit, shall continue to receive insurance benefits under the ROASA contract up to an additional two months.
- F. An administrator shall be given notice if a third party has made a complaint against said administrator.
- G. An administrator shall be given notice if a third party has made a Freedom of Information Act request for public records contained in the administrator's personnel file. Such notice shall be made on or before furnishing the personnel records to the third party. This section shall not be applicable, however, if notification to the administrator is not required under the Bullard-Plawecki Right to Know Act, or if disclosure is made to a perspective employer of the administrator as provided in Act Number 90 or Act Number 189 of the Public Act of 1996.

- H. Interim administrators will be employed for a maximum of no more than one calendar year in the same position and shall accrue no administrative seniority in the district.
- I. An administrator may maintain memberships in professional organizations, at District expense, up to an amount of \$700 per fiscal year. This shall include all fees associated with local, county, state and national Professional organizations-

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall be effective as of the twenty-Seventh (28th) day of June, 2016 and shall continue in force and effect until midnight of the 30th day of June, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the twenty-eighth (28th) day of June, 2016.

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

ROYAL OAK ASSOCIATION OF
SCHOOL ADMINISTRATORS

By: _____
President

By: _____
President

Secretary

Secretary

Date: _____

Date: _____