



AGREEMENT

ROYAL OAK BOARD OF EDUCATION

AND THE

ROYAL OAK ASSOCIATION OF
SCHOOL ADMINISTRATORS

2009-2010

2010-2011

2011-2012

2012-2013

School District of the City of Royal Oak

INDEX

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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 11th day of November, 2010, 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

- 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
SALARY SCHEDULE

A. **2009-2010**
 2010-2011

| POSITIONS | <u>Work Year</u> <u>In Weeks</u> | <u>Max</u> <u>Salary</u> | <u>July</u> <u>Lump</u> <u>Sum</u> | <u>January</u> <u>Lump</u> <u>Sum</u> |
|--|---|-------------------------------------|---|--|
| <u>PRINCIPALS</u> | | | | |
| Senior High Principal | 51 | \$ 114,806 | 3,226 | 3,226 |
| Middle School Principal | 51 | 103,921 | 2,838 | 2,838 |
| Elementary Principal | 51 | 100,617 | 2,621 | 2,621 |
| <u>ASSISTANTS</u> | | | | |
| Senior High Assistant | 51 | 100,142 | 2,773 | 2,773 |
| Senior High Assistant/Athletic Director | 51 | 96,035 | 2,677 | 2,677 |
| Middle School Assistant | 51 | 95,485 | 2,662 | 2,662 |
| <u>DIRECTORS, INSTRUCTIONAL</u> | | | | |
| Director of Continuing Education | 51 | 107,232 | 3,128 | 3,128 |
| Director of Instructional Services and Staff Development | 51 | 106,641 | 3,128 | 3,128 |
| Director of Special Education | 51 | 106,165 | 2,934 | 2,934 |
| <u>DIRECTORS, NON-INSTRUCTIONAL</u> | | | | |
| Director of Transportation and Custodial Operations | 52 | 76,134 | 2,565 | 2,565 |
| Director of Transportation and Maintenance Operations | 52 | 76,134 | 2,565 | 2,565 |

2011-2012
2012-2013

| POSITIONS | <u>Work Year In Weeks</u> | <u>Max Salary</u> |
|---|--------------------------------------|------------------------------|
| <u>PRINCIPALS</u> | | |
| Senior High Principal | 51 | \$ 121,258 |
| Middle School Principal | 51 | 109,597 |
| Elementary Principal | 51 | 105,859 |
| <u>ASSISTANTS</u> | | |
| Senior High Assistant | 51 | 105,688 |
| Senior High Assistant/Athletic Director | 51 | 101,389 |
| Middle School Assistant | 51 | 100,809 |
| <u>DIRECTORS, INSTRUCTIONAL</u> | | |
| Director of Continuing Education | 51 | 113,488 |
| Director of Instructional Services and Staff Development | 51 | 112,897 |
| Director of Special Education | 51 | 112,033 |
| <u>DIRECTORS, NON-INSTRUCTIONAL</u> | | |
| Director of Transportation and Custodial Operations | 52 | 81,264 |
| Director of Transportation and Maintenance Operations | 52 | 81,264 |

B. Salary Schedule

All wages contained in the contract shall be neither increased nor decreased in the 2009-10, 2010-11 and the 2011-12 school years. Commencing with the 2012-13 school fiscal year, the percentage wage increase, if any, in the annual contract amount will be tied to the increase in the Royal Oak Per Pupil Foundation Allowances (and annual Evaluation) as follows:

| <u>Foundation Allowance</u> | <u>Percentage increase in Contract Cash Payment</u> |
|--|---|
| No Increase | 0% |
| Greater than \$0 but less than or Equal to \$100 | 1.0% |
| Greater than \$100 | 1.5% |

In no event shall the compensation of an employee in the unit be reduced due to the application of this formula. The determination shall be based on the State School Aid Act provisions as first put into effect for each school year and there shall be no adjustment or proration thereafter if the ultimate increase in the foundation allowance increases or decreased during the school year or the corresponding fiscal year of the State of Michigan.

Any contractual "Lump Sum" payment(s) will be folded into the contractual salary beginning with the 2011-12 school year, and will cease to exist as a "Lump Sum" payment from that point forward.

Should a per-pupil foundation allowance no longer serve as the primary basis for the funding of public education, Article II (Salary Schedules) will be re-opened for negotiations for the 2012-13 fiscal year.

- C. 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.
- 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 payment.
- G. The total amount of payment for weekend duty shall be \$9,600 a year. This amount shall be divided by the number of administrators sharing the weekend duty assignments.

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 –

Health:

- As soon as practicable after ratification of this Agreement by both parties, move from the existing Flexible Blues 2 HSA health insurance to the MESSA Choices health insurance plan with a \$300/600 deductible, \$20 Office Visit and the Saver Rx. Commencing July 1, 2011, the District's funding for health insurance premiums will be limited to the cost of the 2010-11 premium amount of MESSA Choices increased by five percent (5%) for single, two-person and full family respectively in each year of the contract. The District's funded amount in each year shall be as follows:

| | <u>2011-12</u> | |
|-------------|----------------|---------------|
| | <u>Monthly</u> | <u>Annual</u> |
| Single | \$ 628.56 | \$ 7,542.74 |
| Two-Person | 1,412.29 | 16,947.50 |
| Full Family | 1,569.04 | 18,828.43 |

| | <u>2012-13</u> | |
|-------------|----------------|---------------|
| | <u>Monthly</u> | <u>Annual</u> |
| Single | \$ 659.99 | \$ 7,919.87 |
| Two-Person | 1,482.91 | 17,794.88 |
| Full Family | 1,647.49 | 19,769.85 |

Individual members of the Association, through payroll deduction, will pay any additional increase in cost of MESSA Choices health insurance premiums over the District funded amount.

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 One Thousand Eight Hundred Dollars (\$1,800).

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 local driving, a monthly car allowance of \$50 per month shall be paid to the Director of Athletics, the Director of Continuing Education, the Director of Instructional Services and Staff Development and the Director of Special Education. In lieu of a mileage rate for local driving, a monthly car allowance of \$80 shall be paid to Senior High Principals. In lieu of a mileage rate for local driving, a monthly car allowance of \$150 shall be paid to the Director of Transportation and Custodial Operations and Director of Transportation and Maintenance Operations.
 - E. The Board shall pay the insurance premium to provide each administrator with coverage similar to MESSA VISION CARE - II.

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

EVALUATION

- A. It is agreed and understood that prior to June 1, administrators will be evaluated annually. Such evaluations shall be based on evidence of the degree to which the administrator has met specific written objectives previously mutually developed with the supervisor and overall performance which may include student growth, job related strengths, quality of job performance, achievements, and recommendations for improvements. All evaluations shall be reviewed with the administrator who shall be provided the opportunity for written comment which shall be incorporated therein and become a part of the evaluation.
1. The administrator evaluation will be conducted by the Superintendent or his/her designee.
 2. The evaluation will be completed using the attached Administrative Evaluation tool (Appendix A)
 3. Any administrator in the first three years of a new administrative position, or in need of assistance will be assigned a mentor, as determined by the immediate supervisor and the Superintendent or his/her designee.
- B. In the event that it is determined that an administrator is not performing in a satisfactory manner, a written program of assistance will be instituted by July 1. Should this program of assistance be instituted, it will consist of:
1. Identifying areas of deficiency or weakness
 2. Establishing goals which can be objectively measured
 3. Jointly determining objective measures for the attainment of said goals and the accompanying resources.

Where practicable, and with agreement of the evaluated administrator, one or more administrators other than the evaluator, may be assigned to assist the evaluated administrator. The program will be on-going with periodic reviews not less than every three (3) months. If despite these procedures the administrator's performance remains unsatisfactory through April 1 of the school year following the school year in which the performance was first determined to be unsatisfactory, the administrator will be provided written notice of non-renewal of his/her administrative contract in accordance with applicable law.

- C. Should no evaluation be conducted prior to June 1, the administrator's performance shall be deemed satisfactory in all respects.

- D. The Letter of Agreement dated 7-22-05 will be removed from this Agreement.

ARTICLE VI

HOLIDAYS, VACATION AND WORK YEAR

- A. Holidays for 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 administrator shall be entitled to 25 vacation days per year, and shall have five (5) non-duty days. For fifty-one week employees, the fifty-second week shall be recorded as non-duty days. All non-duty days are to be used when students are not in session and are not to be carried over to the thirteenth month.
- C. It is the intent of both parties that this time be taken during the winter and spring school vacation periods. All 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. 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. Any unused days after the thirteenth month will be lost.

- E. The work year shall be defined to commence on July 1 and end on June 30.
- F. ROASA administrators will receive payment for any earned and unused vacation days upon retirement or upon severance of employment.

ARTICLE VII

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.
- C. 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.
- D. Administrators shall be given sixty (60) days prior notice if reappointment in their position is not to occur or if their assignment is to be changed.
- E. An administrator returning from a sabbatical leave will be considered for the first available vacancy in the position previously held.
- F. 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.
- G. All administrative vacancies will be posted internally for five (5) days to allow current administrators to discuss the opening with the Superintendent or his/her designee. If the vacancy is a change in position for the administrator or one in which the employee has not previously been assigned, the applicant may be transferred.

ARTICLE VIII

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 IX

ABSENCE WITH PAY

- A. Administrators may be absent with pay because of the following reasons:
 - 1. personal illness or disability
 - 2. death in the immediate family
 - 3. visitations to other schools
 - 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.
- B. 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.
- C. Upon employment and after starting work, an administrator is granted 36 weeks income protection for personal illness or disability by the Board of Education.
- D. Administrators may be absent and qualify for one-half pay and full fringe benefits for a sabbatical leave approved by the Board of Education.
- E. 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 X

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 or the Board of Education.
- C. Periods of absence without pay shall not be approved for periods of more than one year at a time.
- D. 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

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 XII

REDUCTION IN FORCE

- A. If the Board of Education or its designee elects to reduce administrators then the following provisions shall govern the reduction in force.

To facilitate the reduction of administrative personnel, the following factors will be used in reassignment of the administrator affected by a reduction in force:

- a. Administrative qualifications for position, as defined by most recent ROASA posting for open position
- b. Demonstrated proficiency in meeting the qualifications
- c. Administrative performance
- d. Length of administrative service within Royal Oak Schools

For the purposes of reduction in force, administrative positions are classified as follows:

- Principals and Directors-Instructional
- Assistant Principals
- Directors-Non-Instructional

- A. Within four (4) weeks of the effective date of this Agreement and on or before September 30 of each school year thereafter, the School District shall provide to the Association president an administrative seniority list. The list shall be final and conclusive as to the seniority dates of any listed administrator unless the Association or that administrator objects in writing within four (4) weeks thereafter. (Seniority is defined as years of administrative experience within this District.)
- B. A displaced administrator is defined as one whose position has been eliminated or has been bumped out of a position. If there are no vacant positions for the administrator affected by a reduction in force, he/she can exercise his/her seniority to bump into a position held by the least senior administrator within the same administrative classification. A vacant position is considered the least senior position in the classification. The administrator must be qualified for the position at the time of the bump. If the administrator is the least senior administrator within a classification or not qualified to assume a position through a bump, the displaced administrator shall be eligible to exercise his/her seniority to bump into a position in the next lowest classification.

- C. In no instance can an administrator bump into a position held by an administrator with more seniority.
- D. At no time, may an administrator enhance his/her contractual salary (i.e. increase) when exercising the bumping provision during a reduction in force.
- E. In the event the Board declares a vacancy then the position will be posted for all administrators to apply, (including any administrator on layoff).
- F. Failure of a laid off administrator to accept in writing, within ten (10) calendar days, an administrative position offered by the School District, which position pays the same or greater salary, then the position from which the administrator was laid off, shall end all recall rights of the administrator and the administrator shall be considered as having voluntarily resigned as an administrator. Notification of recall shall be made by certified or registered letter at the address maintained by the administrator with the School District. It shall be the administrator's responsibility to maintain an accurate address with the School District and reply to recall within ten (10) calendar days from the date of delivery of notice to his/her last address on file.
- G. During layoff, neither salary, salary increments, fringe benefits or sick days nor administrative seniority shall accrue or continue.
- H. An administrator shall retain his/her recall rights as provided in this Article for a period of time as measured by the length of his/her district-wide seniority or three (3) years, whichever occurs first. If an administrator remains in the employ of the District, this time period shall be five (5) years. An administrator not recalled within the period of time shall be considered to have resigned as an administrator and shall not have further rights of recall.

ARTICLE XIII

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. 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:
 - 1. become members of the Association, or
 - 2. tender through payroll deduction to the Association an amount equal to the annual dues.
- E. 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.

- F. 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.
- G. An administrator shall be given notice if a third party has made a complaint against said administrator.
- H. 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.
- I. 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.
- J. The administrator will maintain any memberships in Professional organizations at his/her own expense. This shall include all fees associated with local, county, state and national Professional organizations, certification and licensure.

ARTICLE XIV

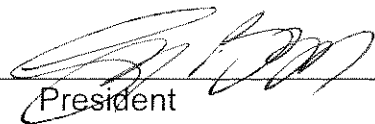
DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2009 and shall continue in force and effect until midnight of the 30th day of June, 2013.

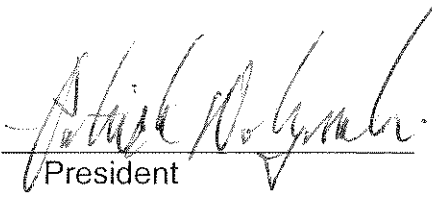
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the 1st day of July, 2009.

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: 2/10/11

Date: 1/26/11



APPENDIX A
ADMINISTRATIVE EVALUATION

School District of the City of Royal Oak

APPENDIX A

Administrative Evaluation Performance Accountability Tool

Name: _____ Date: _____

Position: _____ Assignment: _____

The Administrative Evaluation is designed to focus on Job Responsibilities, Leadership Qualities, and Mutually Agreed upon Goals, **including student growth**.

A. Job Responsibilities—The Administrator and the Evaluator will identify primary job responsibilities in Section A. The Job Responsibilities will be identified before December 30 of the evaluation year.

| | Job Responsibilities | Leadership Quality | Comment |
|----|----------------------|--------------------|---------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

B. Leadership Qualities—The Evaluator will provide a narrative to accompany the performance evaluation in each area.

1. Instructional Leadership _____ Satisfactory _____ Not Satisfactory
Comments:

2. Staff Supervision: _____ Satisfactory _____ Not Satisfactory
Comments:

3. Student Relations: _____ Satisfactory _____ Not Satisfactory
Comments:

4. Community Relations: _____ Satisfactory _____ Not Satisfactory
 Comments:

5. Fiscal and Facility Management: _____ Satisfactory _____ Not Satisfactory
 Comments:

6. Other: _____ Satisfactory _____ Not Satisfactory
 Comments:

C. Mutually Agreed upon Goals—The Administrator and the Evaluator will discuss and reflect upon previous annual goals and develop future annual goals.

| | Implementation of Mutually Agreed Upon Goals | Satisfactory | Not Satisfactory | Evaluator Comment |
|----|--|--------------|------------------|-------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

| | Development of Future Annual Goals |
|----|------------------------------------|
| 1. | |
| 2. | |
| 3. | |

Overall Administrative Performance _____ Satisfactory _____ Not Satisfactory

Evaluator's Summary:

Administrator: _____ Date: _____

Evaluator: _____ Date: _____

*Evaluator's response not limited to space provided