

## **PREAMBLE**

THIS AGREEMENT entered into this 17<sup>th</sup> day of August, 2007 is by and between THE ROMULUS COMMUNITY SCHOOLS (hereinafter called the "School District") and the ROMULUS ASSOCIATION OF SCHOOL ADMINISTRATORS (hereinafter called the "Association").

## **ARTICLE I - RECOGNITION**

### **Section 1. Recognition of the Association**

The School District hereby recognizes the Association as the exclusive bargaining representative for all principals, assistant principals, Director of Special Education, Director of Student Development and Athletics, Director of Community and Career/Technical Education, Director of Technology, District Supervisors and Program Supervisors, but excluding the Superintendent, Director of Business and Operations, Director of Human Resources, Director of Curriculum, Supervisor of Maintenance and Operations and Supervisor of Transportation, teachers, custodians, secretaries, clerks, paraprofessionals and all other employees.

### **Section 2. Exclusive Collective Bargaining Agreement**

The School District agrees not to negotiate with any other labor organization, other than the Association, concerning the wages, hours and other terms and conditions of employment for administrators included within the bargaining unit described in Section 1 above. The School District agrees not to negotiate with individual members of the bargaining unit except as permitted by this Agreement or by law.

### **Section 3.**

When the School District creates any new administrative classification, the parties shall meet to bargain concerning the inclusion of that classification in the unit. Should the parties be unable to reach agreement, the dispute shall be settled pursuant to a unit clarification petition filed with the Michigan Employment Relations Commission.

## **ARTICLE II - AUTHORITY OF THE BOARD**

### **Section 1. Board's Rights**

- (a) The School District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

- (b) The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the terms of this Agreement and by the laws and the Constitution of the State of Michigan and of the United States.

Section 2.      Creation of New Administrative Positions

The School District reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing any rates of pay, wages, hours of employment, or other conditions of employment for any new position which would be within the unit. It shall bargain with the Association on such matters, provided it is obligated to do so by law. It is understood that the Association may make recommendations to the Superintendent prior to the Board taking action creating new administrative positions within the unit.

Section 3.      Changed Administrative Duties

It is agreed that the School District has the right to define the duties of Administrators and assign their administrative responsibilities under the supervision of the Superintendent, for the planning, management, operation and evaluation of the education program and services. However, if such definition is changed during the life of this agreement, and the change affects wages, hours or other terms and conditions of employment the School District agrees to bargain the impact of such changes at the request of the Association.

**ARTICLE III - ASSOCIATION RIGHTS**

Section 1.      Agency Shop Clause and Dues Deduction

Bargaining unit members shall, within six (6) calendar months 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.
- (b) Tender to the Association an annual amount of money, to be established by the Association, but in no event greater than regular dues, as a reasonable cost of representation.
- (c) In the event a bargaining unit member does not join the Association or tender his service charge by the end of the six (6) months, such Administrator shall be terminated from his administrative position at the end of the then current school year.
- (d) Upon reinstatement to any administrative position within the unit a member must pay all outstanding moneys due the Association before being rehired.

- (e) The School District will deduct Association dues as prescribed by the Association from alternative paychecks during the months of September through June, inclusive, for each Administrator for whom the School District has on file a written authorization to do so.
- (f) Except for subsection (e) above, the Association agrees to indemnify and save the School District harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Superintendent and/or the Board for the purpose of complying with this Section.

Section 2. Use of School Facilities

- (a) The Association and its members may use School District building facilities at reasonable times and hours for meetings when such buildings are available. A request for such use shall be filed with the office of the Superintendent at least twenty-four (24) hours in advance of the intended use.
- (b) The Association and its members may use equipment and supplies belonging to the School District so long as such use does not interfere with the School District's operations. The Association will reimburse the School District for all supplies and materials and/or damages to any equipment.
- (c) The Association may use the School District inter-school mail service for communication to its members; however, all such communications shall contain the date of transmittal and a signature of a Union official. The School District assumes no responsibility for the content of any such communications.
- (d) An authorized representative of the Association may be permitted to transact official Association business on school property at reasonable times, provided that the Association agrees that there shall be no interference with or disruption of normal school district operation.

Section 3. Request for Records

- (a) The School District agrees to furnish to the Association official public financial records and other such records necessary to the resolution of grievances and the collective bargaining process following specific written requests setting forth the reasons therefor.
- (b) Agendas of official meetings of the Board will be available to the Association at least one day prior to the meeting. Official minutes of Board meetings will be available to the Association as soon as they are prepared following Board approval of such minutes.

Section 4. Bargaining Committee

It is recognized by the School District that the bargaining unit has the right to elect a two-person bargaining committee. Such Committee shall be given time off for purposes of collective bargaining without a loss of pay or benefits if such meetings are held during normal working hours.

Section 5. School District Rules and Regulations

The School District shall attempt to furnish to the Association any new School District rules or regulations at least five (5) days prior to implementation.

**ARTICLE IV - ADMINISTRATOR RIGHTS**

Section 1. Individual Contract of Employment

- (a) Each Administrator shall be given the appropriate individual contract of employment in the form attached hereto as Appendix III.

The terms and conditions of the individual contract of employment shall be subject to all the provisions set forth in this collective bargaining agreement and the individual contract of employment shall incorporate by reference the provisions of this collective bargaining agreement as if they were set forth in the individual contract of employment in their entirety.

- (b) The Building Administrator shall not be granted tenure as an Administrator, but shall have tenure only as a classroom teacher, and the individual contracts of employment shall so provide.

Section 2. Probationary Period

During the first two (2) years of employment in a position with the bargaining unit, the administrator shall be deemed to be in a period of probation and shall be given a one (1) year contract of employment. During the period of probation, the administrator may be terminated and no grievance shall arise nor shall such action be considered a breach of the individual contract of employment. An administrator, once having attained seniority, shall not be required to serve a new probationary period for any position in the bargaining unit.

Section 3. Seniority Contract and Employment Security

After the first two (2) years of employment in a position within the bargaining unit, the Administrator shall be given a two (2) year seniority contract of employment. A building administrator having a two (2) year seniority individual contract of employment will be notified by the Superintendent of Schools at least sixty (60) calendar days prior to the completion of the first year of his two (2) year contract if his individual contract of employment will not be extended an additional one (1) year. Failure to notify the Administrator within the sixty (60) calendar

days shall result in an additional one (1) year extension and accordingly a new two (2) year individual contract will be issued where the second year in the previous contract becomes the first year in the succeeding contract.

In the event an Administrator's contract is not extended, then the Superintendent of Schools, or his designee, shall offer reasonable assistance to the Administrator in correcting any alleged inadequacies.

#### Section 4. Non-Renewal of Administrator's Contract

The School District shall have no obligation to renew any Administrator's contract nor shall the School District be obligated to employ an administrator in any administrative position at the expiration of said individual contract and such action of non-renewal shall not be the basis of a grievance nor shall such action constitute discipline, discharge or a demotion or constitute a breach of any provision of this Agreement or the individual contract of employment provided, however, the Board's decision of non-renewal shall be preceded by the following:

- (a) The Superintendent shall notify the Board of Education that non-renewal of contract is being recommended.
- (b) The Board of Education shall review and act upon the recommendation of the Superintendent.
- (c) The Board shall notify the administrator of its decision that it is considering non-renewal and provide the administrator with a written statement of the reasons for such contemplated action at least ninety (90) calendar days prior to the close of the Administrator's contract.
- (d) In cases of contemplated non-renewal, the administrator shall have the right to a meeting before the Board of Education in open or executive session upon his written request being made to the superintendent of schools within ten (10) calendar days after receiving notice of the Board's contemplated action. Such meeting shall take place within thirty (30) calendar days of notice to the Administrator by the Board of Education of its original contemplated action.
- (e) If a meeting is timely requested, the Board of Education shall establish a reasonable time and place for the meeting.
  - (i) The right to counsel by the Administrator and the Board of Education is affirmed.
  - (ii) After termination of the meeting, the Board of Education, through the Superintendent, shall notify the Administrator in writing of its decision at least sixty (60) days prior to the contract termination.

- (f) Section 4 above shall not be considered a waiver of any non-contractual legal rights the Administrator may have, but an alleged violation of those rights shall not be subject to the grievance procedure or arbitration.

Section 5. Discharge During the Term of the Administrator's Individual Contract of Employment

- (a) Prior to recommending the discharge of an Administrator, the Superintendent shall meet with the Administrator and generally advise the Administrator of the charges to be lodged against him and of the general nature of the evidence supporting those charges. The Administrator shall have the opportunity at that meeting to offer rebuttal. At this meeting, the Administrator may be represented by the Association and/or counsel. If following the meeting the Superintendent's position remains unchanged, then he shall notify the Board that discharge is being recommended.
- (b) The Board shall review and act upon the recommendation of the Superintendent.
- (c) The Board shall notify the Administrator of its action of discharge and provide him with a written statement of the reasons for such action at least ninety (90) days prior to the close of the Administrator's employment contract.
- (d) In cases of discharge for cause, the Administrator shall have the right to a post-discharge hearing before the Board in open or executive session. Such hearing shall take place on a date mutually acceptable to both parties, but within forty-five (45) days of the action of the Board.
- (e) If a hearing is requested, the Board shall establish the time and place of the meeting.
  - (i) The right to counsel by the Administrator and the Board is affirmed.
  - (ii) Upon termination of the hearing, the Board, through the Superintendent, shall notify the Administrator in writing of its decision.

Section 6. Transfers to Administrative Positions

- (a) An Administrator may be transferred to another administrative position for the following reasons:
  - (i) At the request of said Administrator; or
  - (ii) With the consent of said Administrator; or,
  - (iii) When it is deemed to be in the best interest of the school system by the Superintendent, provided he has consulted with the Association.
- (b) During the term of an Administrator's contract of employment and in accordance with classification seniority as provided in Section 8 herein, an Administrator may be

involuntarily transferred for economic and/or reorganization reasons without such action being a basis of a grievance or a breach of the Administrator's individual contract of employment. In such cases, the salary of the Administrator shall be that of the assigned position.

- (c) Involuntary transfers during the term of an Administrator's individual contract of employment, except for the reasons set forth in (b) above, shall be subject to the grievance procedure to insure compliance with Section (a) (iii) above.
- (d) A transferred Administrator may return to the position held prior to the transfer and bump an administrator with less classification seniority with agreement of the Superintendent of Schools.
- (e) An Administrator desiring a transfer for the next school year shall file his request with the Superintendent by April 1 of the preceding school year. Whenever possible, an Administrator shall be notified at least sixty (60) days prior to the effective date of a requested transfer.

#### Section 7. Appointment to Administrative Positions

- (a) In the event the Board declares a vacancy in an Administrative position, excluding the position of Superintendent of Schools, then the Association's President shall be notified and the position shall be posted in the central office building. The posting shall contain, among other things, the annual salary and the qualifications, as determined by the Superintendent, for the position. Administrators who presently possess the posted qualifications shall be interviewed for the position, but the decision of the Superintendent regarding the filling of the vacancy shall be final and binding, and no grievance shall be filed regarding his selection.
- (b) If the Board declares a vacancy during the school year, the position may be temporarily filled for the remainder of that school year but the position shall be posted prior to the next school year.

#### Section 8. Administrative Staff Reduction and Recall

If in the Board's opinion it is necessary to reduce the administrative staff, it shall be done in accordance with this section:

- (a) Classification seniority is defined as an administrators total years of experience in the district in the following classifications in the bargaining unit.
  - (i) High School Principal
  - (ii) Junior High/Middle School Principal
  - (iii) Assistant High School Principal and Assistant Middle School Principal
  - (iv) Elementary Principal

- (v) District Director I of Special Education
  - (vi) District Director I of Community and Career/Technical Education
  - (vii) District Director II of Athletics and the Principal of Community High/Middle School
  - (viii) District Director II of Technology
  - (ix) District Supervisor II of Adult Education/GED
- (b) District wide seniority is defined as an administrator's total years of experience in any administrative position within the Romulus Community School District.
  - (c) In the event more than one administrator has the same seniority date, the Association shall conduct a drawing to determine the proper placement on the appropriate seniority list.
  - (d) Within two (2) weeks of the effective date of this agreement and on September 15 of each school year thereafter, the School District shall post in the Board offices a classification seniority list. This list shall be final and conclusive as to the seniority dates of any administrator unless that administrator objects in writing to his seniority within two (2) weeks of the posting.
  - (e) In the event the Board, or its designee, elects to reduce the number of administrators in a particular position, the following procedures will be followed:
    - (i) An administrator being reduced in a particular position (not classification) shall be declared surplus. That administrator shall then have the right, based on his classification seniority only, to bump the lowest seniority administrator in the classification to be reduced.
    - (ii) If the administrator being declared surplus does not have sufficient classification seniority to bump in the affected classification, then he may bump a lower seniority administrator in his previously held classification where he has higher classification seniority, if the administrator successfully held the prior classification.
    - (iii) If an administrator being declared surplus does not have sufficient classification seniority to bump within any classification, then based upon his qualifications, accreditation and certification, he may bump an administrator with less district wide seniority provided the position to which he is bumping is not a higher paying position, as determined by the salary of the maximum step. Qualifications shall be determined as that set forth in the last previous posting for that particular job. It is being further understood that the Director of Special Education and Director of Community and Career/Technical Education are all positions requiring special qualifications which are not subject to bumping on the basis of district wide seniority.



- (f) For the period of the layoff of an administrator's district wide seniority, or one (1) year from the date of layoff, whichever is more, he shall be entitled to be recalled to any administrative position for which he would have been able to hold under Paragraphs (i) through (iii) above, provided he had not been laid off.
- (g) The failure of a laid off administrator to accept in writing an offered administrative position for which he would have been entitled to hold under Paragraphs (i) through (iii) above, provided he had not been laid off, within ten (10) calendar days shall end all recall rights of the administrator and the administrator shall be considered as having voluntarily resigned as an administrator. Provided however, that notification of recall shall be made by 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 date of delivery of notice to his last address on file.
- (h) During layoff, neither salary increments, fringe benefits, sick days or seniority shall accrue or continue, but upon recall unused sick days shall be reinstated and the administrator shall be placed upon the salary schedule in the same position held immediately preceding layoff, provided, however, that in the event an administrator's recall rights are terminated he shall be entitled to all accumulated sick/personal days and severance pay as provided in the collective bargaining agreement.

Section 9. Administrator's Protection

- (a) If criminal proceedings are brought against an Administrator alleging that he committed a criminal offense in connection with his employment, the Board shall, at its sole option, furnish legal counsel to defend him, or reimburse him for attorney's fees which he may incur in the event he is found not guilty or the case is dismissed.
- (b) If an Administrator is complained against or sued as a result of the performance of his duties, the School District shall provide legal counsel and render all necessary assistance to the Administrator in his defense. It shall be the responsibility of the Administrator to bring any such complaints to the attention of the Board in writing.
- (c) Time lost by an Administrator in connection with an incident mentioned in subparagraphs (a) and (b) of this Section shall not be charged against the Administrator's leave bank.
- (d) Although Administrators may be required to collect and transmit money to be used for school purposes, they will not be held responsible for the loss of any money collected, except through their own negligence or unlawful action.
- (e) The School District agrees to render each Administrator full support while he is fulfilling his assigned duties and responsibilities and shall provide liability insurance coverage to the amount of \$2,000,000.00.

Section 10. Bus Responsibilities

An administrator shall not be responsible in the supervision of bus stops.

Section 11. Budget Allocations

- (a) Program priorities within each school or department varying educational needs shall be established by the Superintendent or his designee in cooperation with the building or program Administrator.
- (b) Once budget allocations are established and approved by the Board, the Administrator shall be responsible for exercising budgetary controls with regard to these budget allocations within his or her building or department. The decisions exercised by the Administrator concerning budget allocations shall conform to Board policy and administrative procedures or directives.

Section 12. Pupil Assignment

Each building principal shall have the responsibility to make a determination regarding each pupil's classroom assignment within his building, and shall recommend grade placement.

Section 13. Complaints

The Board agrees that in the case of a citizen's complaint regarding an Administrator, a program or employee he supervises, such citizen shall first be encouraged to discuss the matter fully with the Administrator. The public portion of the Board of Education Meeting, reserved for audience communication shall not be used by any individual to make a personal attack or otherwise degenerate or vilify a District Administrator. Any complaint will be directed to the Superintendent or designee for resolution. Any Administrator who is the subject of such an attack shall have the right to request a closed session with the Board to resolve the complaint.

Section 14. Staff Assignments

- (a) Subject to the approval of the Superintendent, each Administrator shall have the opportunity, if possible, to interview and make a recommendation concerning all personnel being considered for assignment within his jurisdiction. the Administrator maintains the right to consultation with the Superintendent regarding staffing assignments.
- (b) Each Administrator shall be informed, if possible, concerning all personnel being considered for assignment or reassignment to or from his building.

Section 15. Right to Review Personnel File

Each Administrator shall have the right to review his personnel file. An Administrator shall have

the right to submit a written rebuttal to any information in his file and have same included in his file.

Section 16. Administrator Evaluations

On-going evaluation of Administrators shall be conducted on a regular basis, at least annually. Administrators shall be supplied with copies of their own evaluations.

Section 17. Parent-Teacher Conference

Administrators will work during parent-teacher conference days according to the same schedule as do the teachers and will receive the time off during the midwinter break as do the teachers.

**ARTICLE V - LEAVE POLICY**

Section 1. Jury Duty

Both parties recognize the civic responsibility of serving on jury duty if called, but at the same time recognize the Administrator's often greater responsibility of performing their professional assignments. An Administrator called during the school year shall notify the Office of the Superintendent immediately upon receipt of such call. If requested by the Superintendent, the Administrator shall write to the court requesting he be excused from jury duty, explaining the potential hardship to children. A copy of such letter shall be sent to the Office of the Superintendent. The Superintendent may also contact the court. In the event such request is denied, then the Administrator shall be granted special leave for this purpose and shall be compensated for the difference between the administrative pay received for the performance of such duty. Such special leave shall not be deducted from sick or personal business leave.

Section 2. Sick or Personal Leave

Each full-time Administrator shall be allowed (1/2) day for each ten (10) working days per year, plus three (3) additional days for sick, business or emergency leave. The number of days available shall be determined and credited at the beginning of the working year.

Section 3. Health Leave

Health leave of absence without pay for a period up to one (1) year shall be granted to an Administrator after he/she has submitted to the Personnel Department a written request for such leave, accompanied by his/her physician's statement verifying estimated date of confinement.

Request for return from leave shall be accompanied by a physician's statement of approval. Subject to the Family and Medical Leave Act (FMLA), the returning Administrator shall be restored to his position or a position of like nature at a commensurate salary level.

Section 4. Military Leave

A military leave of absence without pay shall be granted to any regularly appointed Administrator who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States. An Administrator on probationary status returning to employment from military service shall be regarded as retaining the period of probationary service achieved prior to this military service. Administrators on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system, the Board reserving the right to give or to withhold increments or to deny extension of leave to those remaining in military service beyond the compulsory period. Sick leave allowance will be maintained but shall not accrue during military leave.

Section 5. Sabbatical Leave

- (a) On the recommendation of the Superintendent, the Board of Education may, in accordance with the requirements of Michigan Compiled Laws, Section 340.572, as amended, permit members of the Association to apply for Sabbatical Leave for the purpose of self-improvement and benefit to the school system through formal study or research.
- (b) A maximum of one (1) Administrator in the bargaining unit may be on leave at any one time.
- (c) Said Administrator shall be paid fifty percent (50%) of his normal salary.
- (d) Application and Procedures:
  - (i) A plan, in writing, must be submitted to the Superintendent by April 15 or October 15.
  - (ii) The Superintendent shall make a recommendation to the Board.
  - (iii) The Board shall determine whether or not to grant the request.
  - (iv) Notification is given to the applicant within sixty (60) days after the Board decision indicating approval or rejection.
- (e) Benefits:
  - (i) Leave time shall count toward retirement in accordance with the School Code.
  - (ii) All negotiated insurance benefits shall continue with the specified Board participation.
- (f) Return from Leave:

Upon termination of a Sabbatical Leave, the employee shall be restored to his position or a position of like nature, seniority, status and pay, provided all regulations of Sabbatical Leave have been fulfilled. The Administrator shall continue in the employ of the District for the three (3) consecutive years following the termination of the Sabbatical Leave, unless terminated in writing by the Board. If the Administrator fails to comply with this subsection, he shall reimburse the Board for the full cost the Board has incurred in granting his Sabbatical Leave.

#### Section 6. Unpaid Leave of Absence

- (a) Any regularly appointed Administrator may be granted a general leave of absence without pay upon application to the Superintendent of Schools. The Superintendent will forward the application with his recommendation to the Board for approval. During the period of said approved leave, the Administrator shall continue to accrue seniority and, subject to the FMLA, upon return, the Administrator shall be restored to his position or a position of like nature at a commensurate salary level. Subject to the FMLA, if the Administrator so desires, he shall be permitted to continue participating in any and all insurance programs upon timely submission of appropriate contributions. Any and all severance pay, benefits and/or death benefits shall remain in effect during the period of said approved leave.
- (b) All approved general leaves of absence shall begin and end on a date certain which is expected to be followed by said Administrator.
- (c) Subject to the FMLA, the Administrator, on such leave, shall give written notice to the Superintendent of Schools at least sixty (60) calendar days prior to the end of said leave of his/her intention to return. Failure to furnish such a notice shall constitute a notice of resignation.
- (d) Subject to the FMLA, upon return, the Administrator shall retain his/her original seniority date and shall be placed at the next step of the salary schedule from whence he/she was at the start of said leave.
- (e) Child care leave may be granted up to a maximum of one (1) year. An Administrator adopting a child may receive similar leave, which leave shall commence upon entry of an order terminating the rights of the natural parents by the probate court.

#### Section 7. Family and Medical Leave Act

In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave addressed above is a FMLA leave if the leave is for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;

- (b) Because of the placement of a son or daughter with the employee for adoption or foster care;
- (c) To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- (d) The employee is unable to perform the essential job functions because of a serious health condition.

FMLA leaves are only available to employees who have been employed by the School District for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical, optical and dental benefits and the right to job restoration under FMLA ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period.

Leaves resulting from an employee's own serious health condition must be supported by medical certification from a health care provider stating the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform the essential functions of his/her position.

When a leave denoted as c. or d. above is granted, the employee shall utilize accumulated sick leave time, accumulated personal business days, and accumulated vacation (in that order).

When a leave denoted as a. or b. above is granted, the employee shall utilize accumulated personal business days and accumulated vacation (in that order).

The School District will continue to provide an employee's medical, optical and dental insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

The School District may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

- (a) The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
- (b) The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

## **ARTICLE VI - PROFESSIONAL IMPROVEMENT**

### **Section 1. Professional Organization Membership**

Administrators are encouraged to join appropriate professional organizations and participate in their activities. If such participation interferes with the Administrator's duties to the School District, such participation must be approved by the Superintendent prior to such participation. The Board will pay for membership dues for one state or national professional association appropriate to the administrator's position, as approved by the Superintendent.

### **Section 2. Conferences, Workshops, Conventions**

- (a) Request for attendance at conferences, workshops or conventions shall be submitted to the Superintendent for approval a minimum of thirty (30) days in advance of the starting date.
- (b) If such request is approved, the School District shall pay the Administrator per diem of \$65.00 for each 4-hour period of attendance. Partial days of attendance shall be prorated.
- (c) In addition to the per diem allowance granted in Subsection 2 above, the School District shall pay the reasonable costs of transportation not to exceed \$400.00, and the registration fee for such conference, workshop or convention.
- (d) Each school year a minimum of one-third (1/3) of the administrative staff covered by this Agreement will be allowed to attend education-oriented conventions or conferences of their choice under the guidelines set forth in Section 2 above, and the Letter of Understanding dated May 1, 1985.

### **Section 3. In-Service Education**

- (a) The School District shall pay tuition for an administrator who attends an in-service class, workshop, seminar or training session approved by the Superintendent or his designee.
- (b) Administrators who participate, with approval of the Superintendent or his designee, in an in-service class, workshop, seminar or training session outside of the Administrator's regular work year shall receive compensation for their involvement.
- (c) With prior approval from the Superintendent or his designee, a bargaining unit member may be granted permission to act as a resource person or active participant in pre-service or in-service programs, professional conferences and/or professional meetings organized by some agency other than the Romulus Community School district without loss of pay.

## ARTICLE VII - GRIEVANCE PROCEDURE

### Section 1. Definition

- (a) Purpose: The purpose of the Grievance Procedure is to establish effective machinery for fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall be any alleged violation, misinterpretation, or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment.
- (b) Informal Resolution: Information resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level.
- (c) Grievances shall be processed according to the following procedure:

STEP 1: The Administrator or a representative of the Association shall, within ten (10) days after the occurrence of the grievable event or within ten (10) days after receiving knowledge of the grievable event, present the grievance in writing on the form provided by the School District for such purpose to the Superintendent or his designee. Such report shall set forth the contract section which is the subject of the grievance and any and all information that would be pertinent thereto.

Within ten (10) working days after receiving the written grievance or the occurrence of the conference, whichever occurs later, the designee of the Superintendent shall communicate his decision, in writing, to the Association representative and to the aggrieved Administrator, if any.

STEP 2: If a grievance is not satisfactorily settled after Step 1, the Administrator or the Association shall have the right to appeal, in writing, to the Board within ten (10) days after receipt of the decision below. A representative of the Association and/or the Administrator shall meet with the Board or an Ad Hoc Committee comprised of at least two (2) members of the Board within fifteen (15) working days of the presentation of the appeal. The Board or Ad Hoc Committee shall answer within fifteen (15) working days after said meeting.

STEP 3: If the answer of the Board or Ad Hoc Committee is unsatisfactory to either the Administrator or the Association, within thirty (30) days after receipt of the decision, the Association may, in writing, appeal the decision to binding arbitration under the auspices of the rules of the American Arbitration Association, the cost of the arbitration to be shared equally by the Board and the Association.

- (d) Time Limitations: If either side fails to comply with the procedure in filing a grievance within the time limitations set forth in the grievance procedure, the matter shall be deemed to be resolved against the party failing to comply.



- (e) Any time limit specified herein may be waived by written consent of the parties concerned.

### **ARTICLE VIII - SALARY AND FRINGE BENEFITS**

Salary and fringe benefits are set forth in Appendices I and II.

### **ARTICLE IX - SEVERABILITY**

Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement. The remaining articles, sections and/or clauses shall remain in full force and effect for the duration of this Agreement, providing the intent of the remaining language is not changed. Any such article shall be subject to immediate renegotiation at the request of either party.

### **ARTICLE X - SUPERSEDER CLAUSE**

This Agreement shall supersede any rules and regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

### **ARTICLE XI - MISCELLANEOUS PROVISIONS**

#### **Section 1. Scope of the Agreement**

It is mutually acknowledged that this collective bargaining Agreement represents the complete agreement between the parties, and any other matter outside of this Agreement which has not been incorporated by reference herein shall not be deemed to be a part of such collective agreement.

#### **Section 2. Definitions**

In the application and interpretation of the provisions of this Agreement, the following definition shall apply:

- (a) "Board" shall mean the Board of Education of the Romulus Community Schools or its designated agents.
- (b) "Superintendent" shall mean the Superintendent of Schools of the Romulus Schools or his designated agent(s).

- (c) "School District" shall mean the Romulus Community School District.
- (d) "Association" shall mean the Romulus Association of School Administrators.
- (e) "Administrator" shall mean all members of the bargaining unit represented by the Association.

Section 3. Construction of Words

In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

Section 4. Distribution of Agreement

The School District shall be responsible for the typing, printing, and distribution of this Agreement. The cost of the above shall be shared equally by the Association and the School District.

Section 5. Administrator and Board Relations

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions on their conduct towards each other.

Section 6. Special Conferences

The Superintendent of Schools and the Association shall meet to discuss matters relating to this Agreement at the request of either party. Such meetings take place within ten (10) days of such request and at a reasonable time and place.

Section 7. Non-Discrimination

The Association agrees to continue to admit all Administrators to membership without discrimination on the basis of race, creed, color, age, national origin, sex, or marital status and to represent them without regard to their participation in the affairs of other professional educational organizations. The School District agrees to continue its policy of non-discrimination against any Administrator on the basis of race, creed, color, age, national origin, sex, marital status or membership participation in or in or association with the activities of any professional educational organization.

Section 8. Payroll Deduction

The School District will make payroll deductions for Credit Union, professional organization dues, charities, annuities, and insurances approved by the School District and as directed by the Administrator.

Section 9. Evaluation Committee

During the term of this Agreement, the Association and the School District shall appoint members to a Committee for the purpose of studying and recommending an Administrator evaluation instrument. Upon the agreement of the Association and Board of Education, the evaluation instrument shall be utilized in formal evaluations of Administrators.

**ARTICLE XII - DURATION OF AGREEMENT**

This Agreement shall commence and continue in full force until June 30, 2009. This Agreement may be amended at any time by the mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.

The Board and the Association agree, at the request of either party, to begin negotiations for a new agreement no less than one hundred twenty (120) days prior to the expiration date given above.

ROMULUS COMMUNITY SCHOOLS

ROMULUS ASSOCIATION OF  
ADMINISTRATORS

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary, Board of Education

By: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_

**APPENDIX I**  
**SALARY SCHEDULE**

<b>Position</b>	<b>Work Year</b>	<b>Step</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
High School Principal	225	1	\$109,446.11	\$110,540.58	\$111,645.98
		2	\$111,503.34	\$112,618.38	\$113,744.56
		3	\$113,621.14	\$114,757.35	\$115,904.93
Middle School Principal	216	1	\$97,244.12	\$98,216.56	\$99,198.73
		2	\$99,184.95	\$100,176.80	\$101,178.57
		3	\$101,109.14	\$102,120.23	\$103,141.43
Elementary Principal	208	1	\$93,138.42	\$94,069.81	\$95,010.50
	work 206	2	\$95,036.47	\$95,986.83	\$96,946.70
		3	\$96,917.91	\$97,887.09	\$98,865.96
High School Assistant	206	1	\$92,052.39	\$92,972.91	\$93,902.64
	work 201	2	\$93,978.94	\$94,918.73	\$95,867.92
		3	\$95,928.07	\$96,887.35	\$97,856.23
Middle School Assistant	202	1	\$89,863.32	\$90,761.95	\$91,669.57
		2	\$91,744.75	\$92,662.20	\$93,588.82
		3	\$93,642.82	\$94,579.24	\$95,525.04
District Director I	216	1	\$94,680.90	\$95,627.71	\$96,583.99
		2	\$96,656.19	\$97,622.75	\$98,598.98
		3	\$98,645.71	\$99,632.17	\$100,628.49
District Director II	206	1	\$90,275.47	\$91,178.22	\$92,090.00
		2	\$92,154.52	\$93,076.07	\$94,006.83
		3	\$94,057.33	\$94,997.90	\$95,947.88
District Supervisor	202	1	\$84,395.99	\$85,239.95	\$86,092.35
		2	\$86,117.18	\$86,978.26	\$87,848.14
		3	\$87,879.74	\$88,758.53	\$89,646.12
District Supervisor II	202	1	\$82,710.55	\$83,537.65	\$84,373.03
		2	\$84,395.99	\$85,239.95	\$86,092.35
		3	\$86,117.08	\$86,978.26	\$87,848.04

Year Two - For the 2007-08 school year, increase the 2006-07 schedule by one percent (1%).

Year Three - For the 2008-09 school year, increase the 2007-08 wage schedule by one percent (1%).

### **Preservation of Administrator Per Diem Rate**

- A. The Board agrees to maintain a per diem rate for elementary principals that is higher than the per diem rate of a teacher at the MA Step 10 level.
- B. In the event that a per diem adjustment is called for, the entire RASA will be adjusted by either a reduction in work days or a salary change in order to achieve the rate stipulated in paragraph A.

## **SALARY SCHEDULE CONTINUED**

### **Administrator Work Days**

The Senior High Principal shall work 225 days. All other Administrators shall have their days scheduled between August 1 and July 31. The Salary Schedule set forth above has been determined by the number of work days indicated but the work days are not guaranteed but subject to the other provisions of this collective bargaining agreement.

High School Assistant Principals are paid for 206 days but work 201 days to allow for after-school activities, programs, etc.

Elementary School Principals are paid for 208 days but work 206 days.

### **Additional Duties Stipend**

For the 2007-08 school year, there will be three additional duties positions created.

The Romulus Community Schools Board of Education agrees to compensate each administrator who holds an additional duties position at the rate of \$10,000.00. Each administrator who holds an additional duties position agrees to work a minimum of ten (10) additional work days (or 80 hours) to carry out the assigned duties of the position.

The three positions are:

Elementary Curriculum Coordinator

Secondary Curriculum Coordinator

Career and Technical Education Coordinator for Romulus/Van Buren Schools

Continuation of these additional duties positions beyond the 2007-08 school year must be mutually agreed to by RASA and the Board of Education.

**APPENDIX II**  
**FRINGE BENEFITS**

Section 1. Health, Dental and Vision Insurance.

The District will provide health and dental care coverage for each full-time Administrator who enrolls in said plan. Less than full-time administrators will be provided coverage on a pro-rated basis.

- (a) Health Insurance shall be Community Blue Option I with a \$5 generic/\$10 brand Prescription Drug Rider. Effective with the 2005-06 school year, the Prescription Drug shall be changed to a \$10/\$20 Plan.
- (b) The Dental shall be Delta Dental Plan of Michigan, Plan E with Plan 0-7 Orthodontic Rider as per teachers. The employer retains the right to change dental insurance carriers, or to provide these benefits through self-insurance as long as no reduction in benefits occurs.
- (c) The current Vision Plan shall be continued.
- (d) Employees eligible for District-paid health insurance who are covered by another employer-paid group health plan can opt-out of the District's group health plan under the following terms and conditions:
  - (1) To opt-out, an employee must file a written statement acknowledging that he/she is covered by another group health plan.
  - (2) An employee who opts-out shall be entitled to accrue a payment of \$100 per monthly billing period for any billing period during which hospitalization insurance is not provided by the District during the calendar year following the date the employee opted-out.
  - (3) Said payment shall be made as an adjustment to a regular paycheck to those employees who are entitled to a regular paycheck in the first pay period in December, or on a monthly basis, as determined by the District.
  - (4) A Section 125 Plan shall be adopted.
  - (5) In the event an employee is eligible for the District's health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in the District's group health plan and said coverage shall become effective at the beginning of the next billing period.

Section 2. Life Insurance

Group term life insurance protection in the amount of fifty thousand (\$100,000) dollars that will be paid to the Administrator's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Section 3. Long Term Disability Insurance

The Board agrees to continue to provide a Long Term Disability Insurance Program.

Amount of Disability Income Benefit:

60% of your Basic Monthly Earnings;  
Maximum Benefit - \$6,000 per month;  
Minimum Benefit - 15% of basic monthly earnings up to a maximum of \$100.

Section 4. Mileage Reimbursement

Prevailing Internal Revenue Service rates shall be paid when an Administrator's personal car is used for school business.

Section 5. Eligibility, coverage and benefits under all of the plans in this Appendix II are subject to the terms and conditions, including any waiting periods, contained in the applicable contracts between Romulus Schools and the carrier/provider.

Insurance coverages listed above shall be discontinued at the end of the month when an employee is terminated or the employee goes on any leave of absence without pay or is laid off, subject to applicable COBRA regulations.

It shall be the responsibility of the employee to enroll in the respective programs offered and to notify the Personnel Office of any change in his/her status with respect to eligibility for coverage, including dependent coverage.

Section 6. Termination and Separation Allowance

An Administrator who has completed five years of service in a position included within the bargaining unit shall receive, upon separation of employment from the School District, seven days' pay for every year of service, in a position included within the bargaining unit, at his/her current rate of pay. In no event, however, shall this amount exceed Thirty Thousand Dollars and it is further agreed that a feasibility study will be conducted for an investment plan. Employees shall have the option of receiving said severance pay in part or in full within three years from the date of separation.

In addition, upon separation of service from School District as an Administrator for any reason, the Administrator may elect to be paid fifty percent of his/her accumulated leave allowance (i.e.,

days earned under Article V, Section 2) to a maximum of sixty days (thirty days' maximum pay) at his/her last rate of pay in the last administrative position held in the District. If the Administrator makes this election, his/her leave allowance shall be treated for all purposes as being exhausted.

If the Administrator does not makes this election, and assumes a non-administrative position outside the bargaining unit, he/she may utilize the Administrative sick/personal leave allowance during the time that the non-administrative position is held. Upon separation of employment from the School District, the Administrator shall be paid fifty percent of his/her remaining administrative leave days to a maximum of sixty days (thirty days' maximum pay) at his/her current rate of pay in the last administrative position held prior to assuming a non-administrative position.

In all cases when an Administrator leaves the employ of the School District, then he/she shall sign the following Agreement and Release upon receiving payment under this Section:

**AGREEMENT AND RELEASE**

For and in consideration of the Romulus Community Schools paying \_\_\_\_\_ the sum of \_\_\_\_\_, less applicable withholding taxes, receipt of which is hereby acknowledged hereby releases and forever discharges the Romulus Community Schools, the Romulus Board of Education, the individual members, both past and present of the Romulus Board of Education, in both their individual and official capacity, and employees and agents, both past and present of the Romulus Community Schools, from any and all claims, causes of action, suits, damages or demands, of any kind in law or equity based upon any claim for reinstatement or reemployment; any claim for sick pay, vacation pay, termination or retirement pay, or back wages; or any claim or action under MCLA 38.71 et seq.; any claim under MCLA 380.247 et seq.; any claim for breach of individual employment contracts or for breach of any collective bargaining agreements.

\_\_\_\_\_  
Witness  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Dated: \_\_\_\_\_

School District  
Dated: \_\_\_\_\_

**Section 7. Extra Credits**

Administrators who continue studies beyond the basic degree will be paid \$25.00 per hour, up to a maximum of thirty (30) hours or \$750.00, except that Administrators achieving a specialist degree will receive \$1,870 in lieu of the \$750.00



Administrators on Educational Specialist degree scale will be paid \$30.00 per hour, up to a maximum of thirty (30) hours or \$900.00

Administrators upon obtaining a Ph.D., Ed.D., or other doctorate shall be paid a total of \$3,058 for all advanced degrees.

Section 8. Administrator Certification

The Board will pay per administrator up to \$75.00 for grandfathering administrator certification as required by state.

Section 9. Deferred Compensation Package

Administrators may enroll in a Board authorized IRS 457 deferred compensation plan with voluntary employee contributions.

**APPENDIX III**  
**SENIORITY EMPLOYMENT CONTRACT**  
**TWO YEARS**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Romulus Community Schools, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a two (2) year term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, subject to all the covenants and conditions of this Agreement. The Administrator agrees that he shall not be deemed to be granted continuing tenure in such capacity by virtue of this contract, nor shall failure of the School District to continue or reemploy such Administrator in any capacity other than as a classroom teacher, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. (Teacher Tenure Act).
2. The Administrator agrees that he shall be responsible to the Superintendent of Schools, or his designee, in the performance of all assigned duties.
3. If a collective bargaining agreement, covering the Administrator, is in effect during the term of this contract and has not been terminated, then the provisions of this contract shall be subject to and be governed by the provisions of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provisions of that existing collective bargaining agreement.
4. In the event a collective bargaining agreement is not in effect, then this Agreement shall not be terminated, nor shall the Administrator be discharged, reassigned or laid off during the term of this Agreement without prior negotiations with the Association.
5. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Romulus Community Schools

**PROBATIONARY EMPLOYMENT CONTRACT**  
**ONE YEAR**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Romulus Community Schools, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (2) year term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ subject to all the covenants and conditions of this Agreement. The Administrator agrees that he shall not be deemed to be granted continuing tenure in such capacity by virtue of this contract, nor shall failure of the School District to continue or reemploy such Administrator in any capacity other than as a classroom teacher, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session as amended. (Teacher Tenure Act)
2. The Administrator agrees that he shall be responsible to the Superintendent of Schools, or his designee, in the performance of all assigned duties.
3. If a collective bargaining agreement, covering the Administrator, is in effect during the term of this contract and has not been terminated, then the provision of this contract shall be subject to and be governed by the provision of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provision of that existing collective bargaining agreement.
4. For any reasons this contract may be terminated at any time without liability hereunder.
5. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Romulus Community Schools

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**2006-2009**

**MASTER AGREEMENT**

**between the**

**ROMULUS COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

**and**

**ROMULUS ASSOCIATION  
OF SCHOOL ADMINISTRATORS**