THE ROSEVILLE COMMUNITY SCHOOLS

> <u>AGREEMENT</u> 2022 - 2026

THE ROSEVILLE PRINCIPALS ASSOCIATION



Updated 02/02/2023

BOARD OF EDUCATION

THERESA GENEST PRESIDENT

KEVIN SWITANOWSKI VICE PRESIDENT

JOSEPH DEFELICE SECRETARY

MATTHEW MCCARTNEY TREASURER

> GINA AIUTO TRUSTEE

MICHAEL ANDERSON TRUSTEE

MICHELLE WILLIAMS-WARD TRUSTEE

Updated 02/02/2023

TABLE OF CONTENTS

ARTICLE NO		PAGE
ARTICLE I	RECOGNITION	2
ARTICLE II	NEGOTIATIONS	2
ARTICLE III	PRINCIPALS RIGHTS AND RESPONSIBILITIES	2 - 4
ARTICLE IV	BOARD RIGHTS AND RESPONSIBILITIES	4
ARTICLE V	CURRICULUM CHANGE	4
ARTICLE VI	INDIVIDUAL CONTRACTS	4 - 5
ARTICLE VII	PRINCIPAL AND PERSONNEL UNDER HIS/HER ASSIGNMENT	5
ARTICLE VIII	VACANCIES AND TRANSFERS	6
ARTICLE IX	SICK/PERSONAL/FUNERAL LEAVE AND RETIREMENT	6 - 8
ARTICLE X	EXTRA DUTY ASSIGNMENTS	8
ARTICLE XI	PRIORITY SCHOOLS	8
ARTICLE XII	CONVERSION OF COMP TIME	8
ARTICLE XIII	SALARY SCHEDULE LONGEVITY PROFESSIONAL DEVELOPMENT SALARY PLACEMENT AND EVALUATION WORK YEAR HEALTH BENEFITS	9 10 10 11 11 - 12 12 - 14
ARTICLE XIV	GRIEVANCE PROCEDURES	15 - 16
ARTICLE XV	STAFF REDUCTION AND RECALL	17
ARTICLE XVI	EMERGENCY MANAGER	18
APPENDIX A	MUTUALLY RECOGNIZED PAST PRACTICES	18 – 19
	LETTER OF AGREEMENT MEMO OF UNDERSTANDING	20 20

AGREEMENT

BETWEEN THE ROSEVILLE BOARD OF EDUCATION

AND

THE ROSEVILLE PRINCIPALS' ASSOCIATION

- 1. This Agreement and each of its provisions shall be effective as of July 1, 2022, and shall continue in full force and effect until June 30, 2026.
- 2. This Agreement is made by and between the Board of Education of the Roseville Community Schools, Macomb County, Michigan (hereinafter called the "Board") and the Roseville Principals' Association (hereinafter called the "Association").
- 3. In witness whereof, the parties have executed this Agreement by their duly authorized representatives this 30th day of June, 2022.

BOARD OF EDUCATION ROSEVILLE COMMUNITY SCHOOLS MACOMB COUNTY, MICHIGAN

Mark Blaszkowski, Superintendent

Peter Hedemark Assistant Superintendent Human Resources Title IX Coordinator

David Rice Assistant Superintendent Curriculum & Instruction

ROSEVILLE PRINCIPALS' ASSOCIATION

Jason Bettin, Chief Negotiator

Chuck Felker, Negotiating Team

Michael Zimmer, Negotiating Team

<u>ARTICLE I</u>

RECOGNITION

Section One

The Board recognizes the Roseville Principals' Association as the sole bargaining agent for the Principals and Assistant Principals of the Roseville Community Schools.

Section Two

The word "Principals" when used in this Agreement shall include the assistant principals and Dean of Students unless the context clearly states otherwise.

ARTICLE II NEGOTIATIONS

Section One

It is recognized that the best interest of Roseville public education will be served by establishing communication procedures which will provide a method for the Board and the Association to discuss future contracts. To this end, free and open exchange of ideas is desirable and necessary.

Section Two

Committees known as the Negotiating Committees shall be formed, consisting of representatives of the Association and representatives of the Board. A mutually agreed time and place will be arranged by the Board's chief negotiator.

Section Three

When agreement is reached covering all items under negotiations, the Agreement will be written in contract form and submitted to the Board and Association for ratification. The contract will be ratified when the Board and the Association each cast a majority vote for same in a duly constituted meeting of each organization.

ARTICLE III PRINCIPALS AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section One

The Principal shall be considered the chief administrator of his/her building. He/She shall follow Board policy in executing the education program for his/her school community.

Section Two

The list of past practices that appear as an addendum to this contract in Appendix A shall be considered as a part of this Agreement.

ARTICLE III (Principals And Association Rights And Responsibilities continued)

Section Three

Should there be a conflict between the individual contract of a principal and this Master Agreement, the terms and conditions of the Master Agreement shall prevail.

Section Four

Personnel assigned to a building shall be interviewed and approved by the Principal whenever possible.

Section Five

Principals shall be granted representative status on all committees excepting those committees established to study policies directly reserved by the Board of Education. Committees arising from negotiations with other employee classifications shall be independent of the Association even though principals may serve on them.

Section Six

All principals serving on duly constituted committees resulting from this Agreement shall be selected by the Superintendent from names submitted by the Association.

Section Seven

Principals shall be assigned to a line role on a district organization chart subordinate to the Superintendent, the Assistant Superintendent(s) and to such Directors of Elementary and Secondary Education as may be appointed.

Section Eight

Principals will substitute in emergencies such as, lateness of the regular teacher or substitute, illness of a staff member during the day, and when early departure of a teacher is necessary. Principals will not substitute on a regular basis when a teacher is absent and no substitute is available.

Section Nine

The Superintendent may transfer a principal to a similar assignment. Such transfer will not result in a demotion or in the loss of any benefits, rights or basic salary. Whenever possible, the principal to be transferred shall have thirty (30) days notice in advance of the transfer date.

Section Ten

It is agreed that changes in adopted Board Policies that directly affect principals and/or the position of the principals will not be changed without prior consultation with representatives of the Association.

ARTICLE III (Principals And Association Rights And Responsibilities continued)

Section Eleven

The Association may request that a principal serve as consultant to the Board negotiating team involved with the Roseville Federation of Teachers and with Local 732 of AFSCME. Upon such request, the Superintendent will appoint a principal from a list recommended by the Association. A principal appointed shall serve in a consultive capacity only. A principal appointed to such a role shall be compensated at the rate of \$25.00 per session when negotiation sessions are held outside of the regular assigned work periods.

Section Twelve

When complaints regarding a principal or a building are received by central administration, these guidelines will be followed.

- 1. The complainant will be referred to the building principal in an effort to resolve the situation at that level.
- 2. Whenever possible, the principal will be included in any meeting held with complainant.
- 3. If the principal is not part of the meeting, every effort will be made to inform the principal about the nature of the complaint as quickly as possible.
- 4. Any Freedom of Information Act request for a principal's employee records or materials will be processed in compliance with the law. The principal will be notified if materials are reviewed by or released to the public.

ARTICLE IV BOARD RIGHTS AND RESPONSIBILITIES

The Board 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 and vested in it by the laws and the constitution of the State of Michigan and the United States.

ARTICLE V CURRICULUM CHANGE

Recommendations for curriculum change shall be made according to established administrative practice which insures principal involvement. If such recommendation involves only one building, the recommendation shall be made to the principal. When the recommendation involves more than one building, the Assistant Superintendent or the appropriate Director will transmit the information to all principals affected.

ARTICLE VI INDIVIDUAL CONTRACTS

Section One

A person newly appointed as a principal will receive a two-year probationary contract without administrative tenure.

ARTICLE VI (Individual Contracts continued)

Section Two

A principal, who has not been granted administrative tenure, and who is reemployed will be offered a three (3) year contract without administrative tenure by March 1 of his/her second year and each three (3) years thereafter upon recommendation of the Superintendent and approval of the Board of Education.

If the Board of Education is not satisfied with the performance of a principal, the Board may offer a one or two year contract.

Section Three

A principal who is not to be recommended for a renewal of contract, or a principal who is being recommended for dismissal for cause, shall have the opportunity to appear before the Board of Education and make a formal presentation on his/her own behalf. The principal may be represented by counsel at any such hearing.

ARTICLE VII THE PRINCIPAL AND PERSONNEL UNDER HIS/HER ASSIGNMENT

Section One

In recognition of the need for adequate administrative personnel, the Board will, as economically feasible, provide for assignment of principals according to the following guidelines:

<u>Pupil</u>	<u>Principals</u>
250 - 750	One (1) Supervising Principal
751 - 1500	One (1) Supervising Principal and One (1) Assistant Principal
1501 - 2000	One (1) Supervising Principal and Two (2) Assistant Principals

Should an administrative unit exceed 2000 students, the Board will consider recommendations of the Association as to the need for additional administrative personnel.

Section Two

It is recognized that there are occasional fluctuations of enrollment that are temporary in nature. In such cases, there shall be no increase or decrease in the administrative staff for a particular school unless the enrollment varies above or below the established guidelines by more than five (5) per cent.

Section Three

Nothing in the above sections of this article shall be considered to limit the authority of the Board to establish or alter school boundaries and attendance areas, open or close schools, or make such adjustments to administrative units as may be necessary to provide for the management of the school district.

Section Four

Principals shall consult with the Superintendent or his/her representative regarding the needs for non-certified personnel for each building.

ARTICLE VIII VACANCIES AND TRANSFERS

Section One

Principals shall be notified in writing of all administrative vacancies. If interested, they shall apply in writing to the Superintendent or his/her designee.

Section Two

Principals shall be given an opportunity to request a lateral transfer when positions are open. Such requests shall be submitted in writing to the Superintendent or his/her designee.

Section Three

Positions, when posted, shall be described in terms of minimum qualifications as they appear in Board Policy at the time of posting. It is understood that the Board may add preferred qualifications any time as they deem advisable.

Section Four

Principals who apply and meet the minimum requirements shall be granted an interview by the Board of Education, provided the Board of Education holds interviews for the positions.

ARTICLE IX SICK LEAVE, PERSONAL LEAVE, FUNERAL LEAVE AND RETIREMENT

Section One

Principals shall be granted twelve (12) sick leave days per school year.

There shall be unlimited accumulation of sick leave days.

Section Two

- A. Up to three (3) days, from the principal's individual sick leave bank, may be used for personal leave annually.
- B. Personal leave days shall not be granted on the day before or the day after a holiday or vacation period except:
 - 1. When reasonable evidence has been presented to show the absence was involuntary because of a cancellation of reservations with a common carrier, official closing of a highway due to extreme weather conditions or other circumstances of an unusual nature beyond the control of the individual.
 - 2. When prior request has been approved by the Superintendent or his/her designee. Requests shall be submitted in writing at least one (1) week prior to the intended absence and shall include the reason for the request. Approval or denial of the request shall be at the sole discretion of the Superintendent or his/her designee. Denial of such a request shall not be the proper subject of a grievance.
- C. Members who have perfect attendance (no sick, personal, or noncompensated leave usage) for an entire marking period will be paid a stipend of \$250 at the conclusion of that marking period (4 per year).

ARTICLE IX (Sick Leave, Personal Leave, Funeral Leave And Retirement continued)

- 3. For those members who are assigned a position in the Unit after July 1, 1994, Personal Business Days may only be used for urgent personal business that can only be conducted during regular working hours. Approval for the use of the day must be received at least 24 hours in advance of the intended absence. In an emergency, the time limitation for personal business leave may be waived. In no instance are the personal days to be used as or in conjunction with vacation days.
- D. It is understood that in buildings with more than one principal assigned, no more than one will be granted personal leave on the same day except in extreme circumstances approved by the Superintendent or his/her designee.
- E. In recognition of their required attendance at meetings, activities and events outside of the regular workday, principals will be credited with two days of compensatory time each year.

The day will not be part of the principal's individual sick/personal leave bank and cannot be carried over to a subsequent year.

Scheduling of the day must be approved by the Assistant Superintendent.

Section Three

Upon submission of proof of retirement through the provisions of the Michigan Public School Employees Retirement Act, principals shall be paid their per diem rate for one-half (1/2) of the first 70 accumulated sick leave days in their individual bank plus 24% of any additional sick leave accumulation ranging from 71 to 215 days. Based on this formula, a maximum severance shall not exceed payment for 70 days.

50% of the 1 st 70 days	=	35 paid days
24% of days 71 – 215		
(145 @ 24%)	=	35 paid days
Maximum payout	=	70 paid days

Severance pay as described above will be paid through an IRS approved special pay deferral plan, currently an employer sponsored 403(b) plan.

Individuals who were active members of the bargaining unit in the 2011/2012 school year will receive five days pay at the time of their retirement from the district. Payment will be calculated at their then current daily rate.

All individuals actively employed in 2013/14 will receive an additional five (5) days pay at the time of their retirement. Per diem payouts (i.e. severance or conversion of comp time) will be based on the 2012/13 daily rate or the then prevailing daily rate, whichever is greater.

ARTICLE IX (Sick Leave, Personal Leave, Funeral Leave And Retirement continued)

Section Four

- A. Principals shall be granted up to five (5) days funeral leave in case of death in the immediate family without pay deduction or charge to their individual sick bank. The immediate family shall include spouse, father, mother, brother, sister, grandmother, grandfather, son or daughter and the corresponding inlaws of the employee.
- B. Principals shall be allowed to use up to one day annually to attend the funeral of a relative not listed above or of a close friend.
- C. Attendance at funerals of staff members or at funerals of the immediate household of staff members shall be reported by the principal and recorded as absence for school business.

ARTICLE X EXTRA DUTY ASSIGNMENTS

Principals will be compensated for their work in approved student support programs that are funded with grant dollars and conducted outside the regular school day.

Principals may apply for compensated assignments as supervisors in district summer school programs.

Central Administration shall assign all new principal/assistant principal hires with a mentor principal/assistant principal for a period of one (1) school year from their hire date. Central Administration may extend the arrangement. The mentor principal will receive a stipend of \$500 per year.

ARTICLE XI PRIORITY SCHOOLS

Principals assigned to Priority Schools on a full time basis will receive an annual stipend of \$3,000 to be paid for the first three years of the Priority status. Assistant principals assigned to a Priority School on a full time basis will receive an annual stipend of \$1,500.

ARTICLE XII CONVERSION OF COMP TIME

Beginning in June 2016, members* will have the option to convert up to four unused snow, compensatory days or contractual compensatory days to a per diem salary payout at the end of the school year. Per diem payouts will be based on the 2012/2013 daily rate or the then prevailing daily rate, whichever is greater.

*Does not apply to Class I: Assistant Elementary Principal, Teaching Assistant Principal, or Dean of Students

ARTICLE XIII SALARY SCHEDULE AND BENEFITS

ROSEVILLE PRINCIPALS ASSOCIATION SALARY SCHEDULE						
EFFECTIVE 7/1/2022						
			2.5% Increase			
POSITION	STEP	BA	MA	MA+30	EDS	PHD
Dean of Students	1	83,201				
	2	85,103				
	3	86,616				
	4	88,130				
	5	90,273				
Elementary Principal	1		92,446	95,068	96,070	98,534
Middle School Asst Princ	2		94,559	97,179	98,185	100,679
	3		96,240	98,861	99,868	102,384
	4		97,922	100,544	101,548	104,092
	5		100,303	102,976	103,999	106,602
Middle School Principal	1		98,798	101,419	102,425	104,985
	2		100,908	103,532	104,537	107,129
	3		102,591	105,213	106,222	108,835
	4		104,273	106,895	107,902	110,541
	5		106,780	109,455	110,481	113,182
High School	1		96,665	99,284	100,288	102,817
Assistant Principal	2		98,776	101,395	102,404	104,961
	3		100,458	103,076	104,085	106,669
	4		102,139	104,761	105,767	108,375
	5		104,603	107,279	108,305	110,971
High School Principal	1		111,350	115,142	119,447	122,338
	2		113,535	117,345	121,718	124,639
	3		115,276	119,101	123,524	126,469
	4		117,013	120,857	125,328	128,302
	5		119,790	123,714	128,287	131,327
						12/14/2022

ARTICLE XIII (Salary Schedule and Benefits continued)

Section One

Effective January 2012, all payroll checks will be issued as direct deposits to a banking institution designated by the employee.

Section T	WO
Longevity	(Effective

e	e <u>vity</u> (Effective December 2022 moving forwa 5 or more years of service as of June 30	ard) \$4,500
	10 or more years of service as of June 30	5,000
	15 or more years of service as of June 30	5,500
	20 or more years of service as of June 30	6,000
	25 or more years of service as of June 30	6,500
	30 or more years of service as of June 30	7,400

Professional Development

The District will reimburse principals for membership fees in the National and State Principals' Associations. Principals must produce proof of membership for each year in which they claim reimbursement.

If the principal presents a completed application, the Board will pay directly for membership fees in the National and State Principals' Association.

Administrative Certification: The Board of Education requires administrative certification in all positions for which certification is available from the State Department of Education.

Except for retirement, any member who voluntarily leaves his/her administrative position during the term of the certificate shall repay the district any costs of the renewal for which the member had been reimbursed. The Board will have the right to deduct such repayment from salary or other payment due the member leaving the administrative position.

ARTICLE XIII (Salary Benefits continued)

Section Three

Salary Placement and Evaluation

- 1. The Superintendent will examine the credentials and experience of a newly employed principal and make recommendations to the Board of Education as to the proper placement on the salary schedule of each newly employed principal.
- 2. Each principal will meet with the superintendent(s) annually to determine the performance objectives to be met by the principal during that school year.

Section Four Principals' Work Year

In addition to the basic school year as established by the Board of Education, principals shall work additional days each school year as follows:

Dean of Students	10 Days
Elementary Asst. Principal or Teaching Asst. Principal	15 Days
Elementary Principal	20 Days
Middle School Asst. Principal	20 Days
Middle School Principal	25 Days
High School Asst. Principal	25 Days
High School Principal 40 Day	

With the approval of the Assistant Superintendent, principals* may elect to work up to two days beyond their contractually required work year, and will be compensated at \$550 for the day.

Section Five

To be placed on the MA+30 salary lane, a principal* shall notify the Personnel Office of the change and present evidence of satisfactory completion of thirty (30) semester hours of graduate credit in education related areas in addition to those required for completion of the Master's Degree. These thirty (30) semester hours may be earned before or after the date of completion of the Master's Degree.

*Does not apply to Class I: Assistant Elementary Principal, Teaching Assistant Principal, or Dean of Students

ARTICLE XIII Salary Benefits continued)

Section Six

A. The following amounts shall be added to the Principal's salary where no assistant principal is assigned as provided in Article VII, Section One.

Student Enrollment		
600 - 749	\$2,000.00	
750 and above	\$3,000.00	

B. A principal assigned to supervise two separate school buildings shall be provided extra compensation in the amount of \$4,000* per year plus official I.R.S. mileage allowance for necessary business trips between his/her two buildings.

*Class I: Assistant Elementary Principal, Teaching Assistant Principal, or Dean of Students=\$1,000

Section Seven

Principals required to work additional days beyond those required in Section Four of this Article shall be paid a prorated amount computed on a daily rate from his/her base pay.

If the required work is not an extension of principal duties (such as but not limited to committee work, research, studies, surveys etc.) the principal shall be paid the hourly rate established for principals.

Section Eight

The Principal's salary as it relates to building enrollment shall be determined upon the membership count on the fourth Friday following Labor Day and at the end of the first semester. Payment shall be made in two amounts.

Section Nine

Effective August 1, 2010, the Board will pay up to and including the full family rate for medical, surgical and hospitalization insurance for contracted teachers with benefits comparable to or better than the coverage in place at that time.

Effective October 1, 2011, bargaining unit members receiving medical /hospitalization benefits will be responsible for a monthly contribution equivalent to 20% of the current illustrative rate for their level of coverage.

Members who do not enroll in medical coverage programs, and show documentation that they have coverage from a different source will be eligible for an annual stipend in the amount of \$1,000. In the case where a married member's spouse is also eligible for medical coverage with the Roseville Schools only one of the married couple will be eligible for the \$1,000 annual stipend. The other spouse will not be eligible for any stipend or added benefit listed below.

ARTICLE XIII (Salary Benefits continued)

Effective 2021/2022:

- New employees hired from outside of the district are offered only the High Deductible Health Plan.
- In the first year of enrollment, the district will contribute: Single \$750, Couple \$1,000, Family \$1,250
- The contribution shall be prorated based on hire date.
- After the first year of enrollment \$500 will be deposited in the HSA annually in January.
- 80/20 rules apply: Employees must contribute at least 20% annually (For example, employee contribution of \$125 on district contribution of \$500)
- Based on a January 1st Enrollment
- RPA and District agree to work on details to address turnover and impact on HSA funds.

Section Ten

Each Principal shall be provided with group life insurance policy in an amount equal to two and one-half (2.5) times the principal's salary. The policy shall include accidental death and dismemberment benefits.

Section Eleven

The Board shall provide a long-term group disability policy for each member. The terms of the policy shall provide that eligibility shall begin after ninety (90) calendar days of disability. All terms and conditions of the policy shall prevail, subject to the rules and regulations of the carrier.

Individual sick bank accumulations will be frozen from the 91st day of disability until the member returns, or retires. Members who retire on disability will be eligible for the severance payment based on the formula and their frozen accumulation of sick leave.

Section Twelve

The Board will provide a Dental Care Program for all principals up to and including full family coverage.

Section Thirteen

The Principals and the District agree that coordination of benefits for medical, dental and optical insurances to avoid duplication of coverage is desirable. Language for implementation will be developed by the parties.

<u>ARTICLE XIII</u> (Salary Benefits continued)

Section Fourteen

Each principal shall be provided with family coverage optical plan.

- 1. Coverage employee, spouse and children.
- 2. It will include at least partial reimbursement for: Examinations Lenses Frame Contact Lenses Lenticular Lenses
- 3. Each member shall receive a list of specific monetary coverages each year.

Section Fifteen

Mileage - Reimbursed at the district's prevailing rate. Home to school, school to home mileage will not be paid.

Section Sixteen

A principal who is not provided with a cellular phone by the district and, instead, uses his or her private cellular phone for conducting school business, will receive a \$100 annual stipend.

Section Seventeen Cafeteria Benefits/125 Plan/Flexible Spending

The following Cafeteria Plan will be offered as described below provided that it does not violate any laws and/or not change the tax status of the Benefit Plan of the Roseville Community Schools. If the program is judged to be non-compliant with law or IRS Regulations the Union and the Board will meet to explore alternatives.

Should either party wish to change the Cafeteria Plan Year from January - December the parties shall meet to agree on the changes.

All members will be eligible to participate in Salary Reduction Reimbursement Accounts for Child Care and Medical Expenses.

Section Eighteen

Beginning June 2022, reimbursement will be given to members for renewal of administrative and teaching certificates, if applicable, in the June following recertification every five (5) years.

ARTICLE XIV GRIEVANCE PROCEDURES

Section One Definition

The term "grievance" shall be interpreted to mean a complaint by a principal or by the Association in its own behalf that,

- A. There has been a violation, misinterpretation or misapplication of any provision of this Agreement, or,
- B. There has been a violation, misinterpretation or misapplication of written policies affecting the conditions of employment of a principal.

Section Two Procedure for Adjustment

A. Informal Procedure

The aggrieved Principal or Association may present the grievance informally to the appropriate Director, Assistant Superintendent or Superintendent in an attempt to resolve the problem on an informal basis. An individual principal may be accompanied by a representative of the Association if he/she so desires.

- B. Formal Procedure
- Step 1 Within ten (10) working days after the occurrence of the cause for complaint or within ten (10) working days after the principal or the Association gains knowledge of the cause for complaint, the principal or the Association may present the grievance in writing to the Superintendent. The written grievance shall include the provisions of this Agreement or the written policy allegedly violated, a description of the circumstances of the occurrence and the remedy desired.

The Superintendent shall meet with the aggrieved party within five (5) working days after receipt of the written grievance. The Association may be represented at this meeting.

Within five (5) working days after the meeting the Superintendent shall render his/her decision in writing to the grievant and provide the Association with a copy of the response.

ARTICLE XIV (Grievance Procedures continued)

Step 2 If the grievant is not satisfied with the response received at Step 1, he/she may, within five (5) working days after receipt of the Superintendent's response, submit his/her appeal in writing to the Board of Education.

The Board of Education will schedule a private hearing within thirty (30) days after receipt of the appeal from the grievant. The Association may be represented at this meeting. The Board of Education within ten (10) working days after completion of the hearing will provide a written response to the grievant and to the Association.

Step 3 Should the Association not be satisfied with the resolution of the grievance at Step 2, they may, within thirty (30) calendar days after receipt of the response at Step 2 and upon notification to the Board of Education, appeal the grievance to arbitration through the American Arbitration Association, in accordance with the rules thereof. The decision of the arbitrator shall be final and binding on all parties.

Section Three

The arbitrator shall have no power to add to, detract from, alter or modify any of the terms of this Agreement nor shall he/she have the authority to substitute his/her judgment for the judgment of the Board in regard to any policies established by the Board of Education.

Section Four

The arbitrator shall render his/her decision within thirty (30) calendar days after the taking of testimony and hearing arguments.

Section Five

The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by both parties.

Any other expenses shall be paid by the party incurring the expense.

Section Six

The time limits specified in this Article shall be observed except in such instances where both parties mutually agree to extend them.

Section Seven

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend.

ARTICLE XV STAFF REDUCTION AND RECALL

Section One

Should it be necessary because of declining enrollment, closing of a building, financial limitations or other serious and legitimate business or legal reasons, or because of a serious natural disaster to decrease the administrative staff, the Board shall, individual contracts notwithstanding, have the authority to layoff, demote, or reassign principals to achieve the necessary reduction in staff

Section Two

Reductions of staff shall be accomplished by seniority within the classification affected.

Section Three

A principal, subject to action under this Article, who has served in another principal classification, shall have the right to claim a position in that classification if he/she has greater length of service than a principal currently serving in that classification.

Section Four

A principal affected by the reduction and to whom Section Three does not apply shall be offered a teaching position within the area that he/she is qualified due to total seniority, certification and tenure.

Section Five

Should a position as principal become available, principals who have been laid off shall be recalled within their classification in order of seniority.

Section Six

For the purposes of this Article, classifications of principals and seniority dates of all principals within each classification shall be established.

The classification shall be:

Class I	Assistant Elementary Principal, Teaching Assistant Principal,
	or Dean of Students

- Class II Elementary Principal
- Class III Middle School Assistant Principal
- Class IV Middle School Principal
- Class V High School Assistant Principal
- Class VI High School Principal

ARTICLE XVI EMERGENCY MANAGER

The following language is inserted pursuant to Act. No. 9 of the Public Acts of 2011, and is not the result of mutual agreement on the provision by the parties:

This entire agreement or specific provisions of this agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

APPENDIX A MUTUALLY RECOGNIZED PAST PRACTICES

It is recognized that:

- 1. Conferences -
 - A. Up to one third (1/3) of the members of the principals bargaining unit may attend one (1) national educational conference during a school year. Those who do not attend a national conference may attend a state educational conference. Reimbursement for expenses to attend such a conference is subject to approval by the Board of Education and is dependent upon the financial circumstances of the school district.
 - B. Under unusual circumstances, the time limits on conference leave may be waived by the Superintendent or his/her designee.
 - C. A principal who has been elected to a state or national office of an educational organization or who has been assigned conference responsibilities may be approved for attendance in addition to the 1/3 quota established.
 - D. Principals may attend local in-service or professional educational organization meetings during school time with the approval of the Superintendent or his/her designee.
 - E. The Board of Education of the Roseville Schools encourages attendance, participation and representation in the activities of local, state and national educational organization.
- 2. Change in Work Schedule -Principals may request a change in work days as scheduled. If granted, such days are to be made up at the beginning or end of the regular school year.
- Principals Daily Work Schedule -The principals work day will be 8 1/2 hours, including 1-hour unpaid lunch. The hours will be as established by the district, ex. 8:00a.m.-4:30p.m.

In schools with two or more administrators, the principal may stagger the hours in order to expand building coverage.

Principals will also be responsible for attendance at student activities and events scheduled outside the regular workday.

<u>APPENDIX A</u> (Mutually Recognized Past Practices continued)

- Use of Sick Days -Principals may charge their absence due to illness of the family in their immediate household to their individual sick bank.
- 5. Extra Instructional Assignments Qualified principals may apply for positions in such programs as Adult Education, Driver Education, Title I and Summer School classes offered for credit and shall be given consideration for employment ahead of non-district applicants, provided that such employment, if given, shall in no way interfere with the performance of their regular duties.

6. Experience Credit

Principals who are employed one-half or more of the principal's work year shall be given a full year's credit on the salary schedule for the following year. Such credit shall be applied only one time.

7. Payroll Deductions -Principals may request payroll deductions for such programs as may be approved by the Roseville Board of Education.

8. Right of RPA to Appear Before the Board of Education

The Roseville Principals' Association has the right to appear before the Board of Education on a matter affecting their bargaining unit after following the normal lines of action and communication with Central Administration. Should the RPA desire to appear before the Board, they shall submit their request through the Superintendent.

9. Pay Plans

Principals working 42 weeks or less may elect to spread their salary over the full year or divide it in 21 equal pays, payable on the teachers' pay schedule.

LETTER OF AGREEMENT May 9, 1983

Effective July 1, 1983, the medical and dental coverage provided to the Principals shall be equal to the coverage provided the Teachers of the District.

Frank Mancina, Assist. Superintendent

Martin Drouillard, RPA President

MEMO OF UNDERSTANDING

As part of the settlement of the 2006 collective bargaining agreement the Association will agree to accept modifications to their health care plan provided that the modifications are also implemented in the Roseville Federation of Teachers collective bargaining agreement.

In the absence of an RFT agreement, the Association will agree to reopen negotiations with the Administration with the goal of exploring health care costs containment measures.