

AGREEMENT

Between

PRINCIPALS

of Independent School District 15
St. Francis, Minnesota

And

St. Francis Area Schools
Independent School District 15



Approved by the School Board on May 26, 2020

Effective July 1, 2019 through June 30, 2021

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District 15, St. Francis, Minnesota (hereinafter referred to as the “District”) and the District 15 Principals Association (hereinafter referred to as the “Association”) pursuant to and in compliance with Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as “PELRA”) to provide the terms and conditions of employment for principals during the duration of this Agreement. The parties hereto shall have such rights, duties and obligations as provided by PELRA and by this Agreement.

Section 2. Effects of Laws, Rules and Regulations: This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the Principals of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, concerning terms and conditions of employment inconsistent with these provisions. Any statement in this Agreement found to be in violation of any valid rule, regulation or order of State and Federal agencies shall be considered null and void.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the District recognizes District 15 Principals Association as the exclusive representative of Principals employed by the District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The Association shall represent all Principals of the District as defined in this Agreement.

ARTICLE III

DEFINITIONS

Section 1. Principal: The term Principal shall include all employees who are Principals and Assistant Principals and are so licensed by the State Department of Education and who devote more than 50 percent of their time to administrative and supervisory duties and who are employed more than 14 hours per week and more than 100 days per year.

Section 2. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment.

Section 3. School Board or School District: Any reference to School Board or School District in this Agreement shall mean the School Board or its designated officials.

Section 4. Superintendent: Any reference to Superintendent shall mean the Superintendent of Schools of Independent School District 15 or a designated representative.

Section 5. School Year Designation: The 2019-2020 school year shall be referred to as Year One and 2020-2021 school year shall be referred to as Year Two for the purposes of this Agreement.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V

PRINCIPAL AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Principal or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment as provided in official District job descriptions for Principals and Assistant Principals or circumvent the rights of the Association.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check Off:

Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the payroll supervisor of a properly executed authorization card of the principal involved, the School District will deduct from the principal's paycheck the dues that the principal has agreed to pay to the principal organization in six (6) equal installments, beginning with the first pay period in September.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 4. Indemnification:

Subd. 1. The Association shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Sections 1-3 of this Article.

Subd. 2. In the event that an action is brought or a claim is made against a principal arising out of or in connection with his/her employment, and the Principal is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of

malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

Section 5. Facilities: The Association may use School District facilities as a site for Association meetings provided that this does not interfere with the normal school operation.

Section 6. Association Time: Pursuant to M.S. 179A.07, Subd. 6, reasonable time off shall be afforded to elected officials and appointed representatives of the Association. The Association shall repay the District at the applicable daily rate for each person for each day's absence. Every effort shall be made by both parties to schedule negotiations sessions, grievance hearings, mediation, or arbitration at times other than those conflicting with the workday. In the event that it is agreed to by both parties or mandated by a third party that any of the aforementioned meetings be held during the regular working day, the Association shall reimburse the District in the amount paid to the principal's substitute, if any.

ARTICLE VI

DUTY YEAR

Section 1. Work Year/Duty Days: The work year including paid holidays, for each Class I Principal shall be 220 days, for each Class II Principal 224 days, and for each Class III and Class IV Principal 230 days. In computing the value of a duty day for purposes of this Agreement the total annual compensation shall be divided by 220 for Class I, divided by 224 for Class II Principals, and divided by 230 for Class III and Class IV Principals. Modification of the work year which is mutually agreed upon will use the same daily computation to determine the compensation for the Principal.

Section 2. Scheduling of Duty Days: The specific duty days during the calendar period, July 1 through June 30, shall be established by individual Principals and the District. The District reserves the right to designate specific calendar days during the period, July 1 through June 30, as mandatory duty days.

Section 3. Holiday Observance: Each Principal is granted up to fifteen (15) paid holidays during the period July 1 through June 30. Ten (10) days will be designated annually by the Board as authorized paid holidays and five (5) days will be floating holidays to be taken at the employee's discretion with the approval of his/her supervisor. A holiday shall be defined as a paid day on which a Principal will not be scheduled to perform job duties and responsibilities.

Section 4. Work Stoppage: In the event of a work stoppage, additional days added to a Principal's work year will be compensated on a pro-rata basis.

ARTICLE VII

COMPENSATION

Section 1. Salary Schedule: The salaries reflected in Appendix A attached hereto, shall be part of the Agreement for 2019-2021 school year. Principals will be paid an annual salary in accordance with their position and step placement on the Salary Schedule. Principals with an earned Specialist Degree will be paid an additional \$1000 per year. Principals with an earned Doctorate Degree will be paid an additional \$2000 per year. The level of degree earned by July 1 will be the basis of pay for July 1 – December 31 and the level of degree earned by January 1 will be the basis of pay for January 1 – June 30.

Section 2. Granting of Annual Experience Increment: Principals completing a normal duty year, as defined by Article VI, Section 1, shall be advanced one step, except for 2020-2021, on the Salary Schedule, subject to the following conditions:

Subd. 1. The District reserves the right to withhold increases for just cause. A salary increase shall not be withheld unless the Principal is notified of the deficiency in writing and given reasonable opportunity to correct such deficiency. The withholding of an annual step increase may be appealed through the grievance procedure established by Article XII.

Section 3. Status of Salary Schedule: The Salary Schedules contained in Appendix A shall not be considered part of a Principal's individual continuing contract as defined in M.S. 122A.40. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a Principal shall be compensated according to the previous year's compensation until such time as a successor agreement is executed.

Section 4. Summer School Pay: Summer school positions for principals will be posted internally. If there are no internal applicants, positions will be posted outside of the District if deemed necessary by the Superintendent. Selection of applicants to fill any positions will be done by the Superintendent or his/her designee.

Compensation for Principals in the unit will be at the Principal's hourly salary schedule rate for hours assigned.

Section 5. Pay Deduction: Whenever a pay deduction is made for a Principal's absence, the annual salary shall be divided by 220 for Class I, 224 for Class II Principals and 230 for Class III and Class IV Principals shall be deducted for each day's absence.

Section 6. Placement on Salary Schedule:

- Subd. 1. The superintendent or his/her designee shall place a principal hired from outside the district on the salary schedule on the step determined to be appropriate.
- Subd. 2. Any voluntary or involuntary transfer of a principal will result in a step placement which does not reduce annual compensation.
- Subd. 3. A current employee assigned as a principal on Step 3 or above shall be placed no lower than Step 3 when voluntarily or involuntarily transferred.
- Subd. 4. The District will seek review and input of a principal's initial placement on the salary schedule by two principals (one secondary and one elementary).

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District as provided by law.

Section 2. Insurance: Beginning July 1, 2019, cafeteria insurance contribution amount will be determined by adding the total yearly contribution amount for teachers and the total yearly contribution amount for directors and divide by two (2), not to decrease below the 2014-2015 contribution amount. The administrator must participate in District long term disability and life insurance coverage, including \$100,000 in life insurance. The principal may opt to purchase up to an additional \$50,000-\$200,000 of term life insurance on self and \$5,000 on each eligible dependent from the District carriers; providing it is allowed by the insurance carrier. Any unused dollars go back to the principal as a direct salary payment from June 16 through June 30 of the following year or paid into an investment(s) of the employee's choice.

Section 3. Long Term Disability: The employee must participate in the District long term disability insurance, paying a maximum benefit of \$5,556 per month or 66 2/3% of total annual salary, whichever is less, and will pay the entire premium.

Section 4. Claims Against the School District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A Principal is eligible for District contribution as provided in this Article as long as the principal is employed by the District. Upon termination of employment, all District contribution shall cease.

Section 6. Eligibility: Benefits provided in this Article are designed for full-time personnel as described in Article III and shall not apply to part-time personnel.

Section 7. Health Care Savings Plan (HCSP): The District's HCSP contribution of \$1,000 for Year One and \$1,000 for Year Two of the contract shall be paid on the first pay day of each fiscal year or upon contract ratification. The contribution for individuals not covered under an employer sponsored group medical plan will be applied to a post-employment account within the HCSP. Such post-employment account may be used only to reimburse eligible expenses incurred while the individual is not an employee of the District (i.e., after the individual's employment with the District has terminated). An individual who is enrolled in another employer's group medical plan must provide information to the District regarding that coverage as a condition of receiving contributions to a HCSP account that is not restricted to post-employment expenses. In addition, the District will pay the monthly administrative fee charged by the carrier for active employees.

ARTICLE IX

PAID LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Principals shall earn sick leave with pay at the rate of 17 days per year.

Subd. 2. Unused sick leave days may accumulate to an unlimited level.

Subd. 3. Sick leave with pay shall be allowed whenever absence is found to have been due to the Principal's own illness and/or injury which prevented the Principal's attendance at work and performance of duties on that day or days or to attend to a dependent child who is ill.

Subd. 4. Sick leave pay shall be allowed only upon submission of the applicable District form which must be filled out, signed, and submitted to the District Office promptly upon return to work.

Subd. 5. The District may require a Principal to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Principal will be so advised.

Section 2. Bereavement Leave:

Subd. 1. An employee shall be granted up to five days bereavement leave, the days to be deducted from sick leave, for deaths the employee chooses to attend, or facilitate the grieving process.

Subd. 2. The District may elect to grant additional days in consultation with the employee and employee's supervisor.

Section 3. Leave:

Intent: The District shall adhere to the Family Medical Leave Act (FMLA) and Minnesota State Parental Leave Act (SPLA) for instances of leave including: family/dependent/life partner illness, personal illness, child care leave, adoption, pregnancy, military leave, jury duty, and any other leave and provisions covered under FMLA and SPLA. Any paid leave will run concurrent to FMLA or SPLA leave. The District will not

restrict the use of accrued sick leave, vacation, and floating holidays while connected to a FMLA or SPLA certification.

Subd. 1. Family/Dependent/Life Partner Leave: Employees that request time off to attend to a family member/life partner or dependent may do so for up to three days (deducted from sick leave). The District may require FMLA certification for leaves over three consecutive days. The employee may exhaust sick leave, floating holidays, and vacation under this section. Unpaid leave may be elected after sick leave is exhausted. Periodic FMLA certification may be requested by the District.

Section 4 Personal Leave: Personal leave to attend to business that must be conducted during the Principal's workday will be handled informally on an individual basis when requested. Request shall be submitted to the Superintendent or designee. Personal leave of one full day or more shall be deducted from the Principal's accumulated sick leave.

Section 5. Short Term Leave: Short term leave may be granted by the District without loss of pay or benefits to the Principal, for civic activities, professional service, education workshops, or other activities as approved by the District. Such leave shall require prior approval of the Superintendent.

Section 6. Sabbatical Leave: One year or part of a year of sabbatical leave may be granted at the discretion of the District to Principals for the purpose of professional development.

Subd. 1. Not more than one (1) Principal shall be on sabbatical leave at any given time.

Subd. 2. To be eligible for sabbatical leave, an individual must have been a licensed employee six (6) full years in District 15.

Subd. 3. The recipient of a sabbatical leave for professional study is expected to carry a normal course load as determined by the college attended except, with the approval of the Superintendent, work on a thesis may be substituted by PhD, EdD, or Specialist candidates.

Subd. 4. The reimbursement for sabbatical leave shall be one-half of the Principal's salary and fringe benefits for the year of leave. At the Principal's option, an alternate sabbatical reimbursement is three-fourths (3/4) salary and fringe benefits the year of the leave and three-fourths (3/4) salary and fringe benefits the year following the leave. This reimbursement shall be paid on the condition that the Principal returns to duty for two years immediately following the year of leave. If the Principal does not return and remain on duty for two years after the sabbatical leave, the Principal shall be personally obligated to refund all compensation received and insurance contributions made by the District during the sabbatical leave.

Subd. 5. Applications for such leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after March 1 of the year prior to the year for which the request is made. When a Sabbatical Leave request is made, the Superintendent shall convene a review committee made up of the Superintendent, the School Board Chair, the Director of Human Resources, and a representative from the Principals Association. Such committee shall make a recommendation to the School Board concerning approval of the Sabbatical Leave requested. The School Board shall act upon the requested Sabbatical Leave at the first regular meeting following receipt of the recommendation from the review committee, and their decision for approval or denial shall be final.

Subd. 6. The following conditions shall apply to a Principal on sabbatical leave:

A. Retirement: Deductions from salary shall be made for TRA and social security purposes. The salary on which the TRA deduction is based is at the employee's discretion under the TRA rules. The social security deduction shall be based on actual salary paid.

B. Salary Schedule Movement: The sabbatical year counts as a year of service to the

District. A Principal on sabbatical leave shall be eligible for an experience increment for the year following the leave.

C. Insurance Coverage: All voluntary insurance programs shall continue to be provided as established by Article VIII.

Subd. 7. Prior to April 1 of the year of an approved sabbatical leave, Principals who have been granted a sabbatical leave shall inform the Superintendent in writing of their intentions for the duty year immediately succeeding the year of the sabbatical leave.

Subd. 8. Upon expiration of the sabbatical leave, the Principal shall return to the position occupied prior to the leave.

Section 7. Principal's Absence Due to Assault: A principal's absence due to injury as a result of assault related to the position of employment by a student or non-student shall not be charged against the principal's sick leave days. To be considered an assault for this section there must be an assault with a law enforcement case number assigned.

Section 8. Salary Deductions: Principals absent without paid leave under these provisions during the contract year shall have their salary reduced according to the number of day(s) absent. See Article VI, Section 1.

Section 9. Surrender of Unused Days: On an annual basis, each principal who has completed at least three years of service to the District may surrender a combination of up to 15 days of unused sick leave and floating holidays. In return for those days the individuals will receive their daily rate of pay times the number of surrendered days as a direct salary payment from July 1 through July 15 of the following year or as a payment into an investment(s) of the employee's choice, including the District approved Health Care Savings Plan.

Section 10. Workers' Compensation: For the employee who is absent from work as a result of a compensable injury:

Subd. 1. Up to three (3) days (including the day of the injury if employee leaves work) employees may use their sick leave to receive pay in full. A doctor note will be required for time off and any duty related restrictions.

Subd. 2. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.

Subd. 3. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical lost time.

ARTICLE X

UNPAID LEAVES OF ABSENCE

Section 1. General Leave

Subd. 1. Principals with a minimum of two (2) years of experience in the District may apply for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the discretion of the District.

Section 2. Conditions During an Unpaid Leave of Absence: Principals granted an unpaid leave of absence as established by Sections 1 and 2 of this Article shall be subject to the following conditions:

Subd. 1. All benefits earned by a Principal shall be "frozen" as of the date of the beginning of a leave of absence. Upon return to duty at the expiration of the leave of absence a Principal's

“frozen” benefits shall be reinstated.

Subd. 2. Principals may continue to participate in the group insurance programs established by Article VIII, by assuming the full cost of the monthly premiums.

Subd. 3. Principals returning from a leave of absence shall be offered a position similar to that held at the time the leave was granted.

ARTICLE XI

RETIREMENT

Section 1. Eligibility: Full time Principals who retire with twelve (12) years of service in the District and who qualify for retirement under the terms of the Teacher Retirement Association shall be eligible to receive severance, pursuant to the provisions of Article XI, upon submission of a written resignation at least ninety (90) work days prior to his/her intended retirement date and accepted by the School Board.

Section 2. Insurance Option: A Principal hired after July 1, 2019 is not eligible for this section. A Principal who retires pursuant to this Article shall receive a onetime payment to the Principal’s Health Care Savings Plan (HCSP) of \$30,000 and will be eligible to continue participation in the District group medical/hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her retirement. It is the responsibility of such a principal to make arrangements with the District business office to pay the District the monthly premium amounts in advance and on such date as determined by the District. Such participation and corresponding premium is subject to insurance carrier contract currently in effect.

Section 3. Group Life Insurance Option: A Principal who retires under the terms of this Article shall be eligible to continue participation in the District group life insurance plan until age 65. The full cost of such coverage is to be paid by the retired individual.

Section 4. Benefit In Case of Death of Employee: If a Principal dies during retirement but before all or a portion of the payments as provided in this Article have been disbursed, that balance due shall be paid to a named beneficiary, or, lacking same, to the deceased person’s estate.

Section 5. Sick Leave Pay-Out: In addition to the benefits provided in Sections 2 and 3 of this Article, a principal who qualifies for retirement under the terms of the Teacher Retirement Association shall be eligible to receive severance as pay upon his/her retirement the amount obtained by multiplying 50% of his/her unused number of sick leave hours times the principal’s hourly rate of pay up to 960 hours of accumulated sick leave. One-half of that amount shall be paid to a district-approved 401(a) or 403(b) account designated by the principal, no later than November 15 following retirement. The other one-half of that amount shall be paid to the principal’s Health Care Savings Plan (HCSP) account no later than November 15 following retirement.

Section 6. Career Service Recognition Payment: A principal with ten (10) years of administrative service in the District giving one (1) month notice of severance, shall receive \$1,000 Career Service Payment for each year of service in the District to the Principal’s Health Care Savings Plan (HCSP), no later than sixty (60) days following severance.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance means a dispute or disagreement as to the interpretation or application of terms and conditions of employment contained in this Agreement.

Section 2. Representative: The Principal, group of Principals, or the School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

- Subd. 1. Reference to days regarding time periods in this procedure shall refer to the days Monday through Friday unless they are designated as holidays per Board resolution.
- Subd. 2. In computing any period of time prescribed herein, the date of the act or event for which the designated period of time begins to run shall not be included. The last day of the period shall be counted.
- Subd. 3. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail Service within the time period.
- Subd. 4. Time limits specified in this Agreement may be extended by written agreement between the parties.

Section 4. Time Limitation and Waiver:

- Subd. 1. Failure to file a grievance or failure to appeal a grievance from one level to another within the times specified shall be deemed a waiver thereof.
- Subd. 2. Failure of the Board or its representatives to issue a decision within the time periods provided shall constitute a denial of the grievance and the Principal may appeal it to the next level.

Section 5. Adjustment of Grievance: In the event that a Principal believes there is a basis for a grievance, it shall be resolved in the following manner: The Principal shall discuss the alleged grievance with the Superintendent or designee. If this informal discussion does not resolve the grievance, the Principal may invoke the formal grievance procedure by filing a written statement with the Superintendent setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought. The filing of this statement shall be completed within twenty (20) days of the occurrence of the grievance. The Superintendent or designee shall give a written decision within ten (10) days of his/her receipt of the written grievance.

Section 6. School District Review: The District reserves the right to review any decision issued under this procedure provided the District or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the District reviews a grievance under this Section, the District reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: In the event that the Principal and the District are unable to resolve any grievance, the grievance may be submitted to binding arbitration as defined herein:

- Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision.
- Subd. 2. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeals provisions.
- Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Public Employee Relations Board (hereinafter referred to as "PERB") to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the PERB within the time period provided

herein shall constitute a waiver of this grievance.

- Subd. 4. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.
- Subd. 5. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in PELRA.
- Subd. 6. Each party shall bear its own expense in connection with arbitration including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case to arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
- Subd. 7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the Principal filing the grievance. Grievance cases shall be as confidential as possible.
- Subd. 8. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.
- Subd. 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided for in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII

MISCELLANEOUS

Section 1. Physical Examination: Any employee, whose condition of physical or mental health is thought to be adverse to the welfare of the public or other employees may be required to undergo a health examination by a licensed physician, at the expense of the School District. The procedure to be followed under this section is to be identical to those procedures stated in M.S. 125.12, Subd. 7.

Section 2. Expenses: Actual expenses incurred on District business will be reimbursed as approved by the

Superintendent, with automobile mileage reimbursed at a rate to be set by the School Board.

Section 3. Copies of this Agreement: The District shall prepare and post a copy of this master agreement for download on the District website within thirty days after final School Board approval.

Section 4. Professional Dues: The District will pay state and national dues for Principals provided the Principal joins the organization during the term of this agreement.

Section 5. Deferred Compensation: Principals participating in the District approved Deferred Compensation Plan (meaning any district approved 457 or 403(b) Plan) shall be eligible for a dollar for dollar district matching of up to \$2,000 per year. Contributions may be by payroll deduction or through surrender of days as limited in Article IX Section 9.

Section 6. Professional Development:

Subd. 1. Effective July 1, 2009 each principal shall be entitled to \$2000.00 during the duration of the contract for purposes of professional development only. Each principal shall prepare a professional development plan outlining the professional development activities in which the principal plans to participate during the year. The superintendent will review a copy of the plan. The plan must also include provisions for reporting back information to the school building, or other administrators. The plan may be amended during the contract period. Each principal shall be entitled to receive \$45.00 per hour for related meetings, workshops, and conventions plus costs of travel, lodging, and meals.

Section 7. Telephone: Principals are required to maintain a cellular telephone for school-related calls and business. The Principal shall receive a stipend of \$1,300 per school year toward the principal's cellular telephone and service to be paid on the first pay day of each fiscal year. The reimbursements are subject to all applicable IRS rules and regulations.

ARTICLE XIV

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10, by adopting a plan for unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Section 2. Definitions:

Subd. 1. Principal: "Principal" shall mean those members of the unit as defined by PELRA and this Agreement.

Subd. 2 Seniority: "Seniority" means the length of continuous and uninterrupted service within the District of a Principal commencing with the first date of hire as a Principal by the District. Prior service as a teacher employed by the District shall not be considered in determining seniority.

Subd. 3 Hire: "Hire" means to be assigned by the District to, and the actual commencement of the performance of duties in, a position within the principal's bargaining unit.

Section 3. Tiebreaker: In the event that more than one Principal has the same seniority, the following criteria shall be used to determine which Principal shall be placed upon unrequested leave of absence:

- 1) A Principal with an earlier initial date of service in any position of employment with the District requiring licensure shall be considered to have greater seniority.

- 2) In the event that two Principals have identical initial dates of hire, the Principal with the earliest/ lowest Professional Educator Licensing and Standards Board File Folder number shall be considered to have greater seniority.

Section 4. Unrequested Leave of Absence:

Subd. 1. Terms: The School Board may place on unrequested leave of absence such principals and/or assistant principals, without pay or fringe benefits, as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence may continue for a period of three (3) years, after that the right to reinstatement shall terminate; provided the principal's right to reinstatement shall also terminate if the principal fails to file with the director of human resources, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the principal and the School Board.

Subd. 2. Method: The School Board will place the least senior principal within a category on unrequested leave of absence. All unit members will be assigned a category. The categories are: high school principal, middle school principal, elementary principal, crossroads principal/secondary assistant principal. Nothing in this language allows a principal to receive a promotion during the unrequested leave process. Principals may not assert a seniority right into a position that is promotional. Principals may assert a seniority right into a position that is not promotional.

Section 5. Reinstatement:

Subd. 1. Recall: Principals will be recalled from unrequested leave of absence to available unit positions for which they are licensed. Principals cannot assert a reinstatement right to a promotional position. The principal with the highest seniority date will be reinstated first.

Subd. 2. No appointment of a new principal will be made while there is available, on unrequested leave of absence, a principal who is properly licensed to fill such vacancy and the vacancy is not a promotional for the principal on unrequested leave of absence.

Subd. 3. Notice: When placed on unrequested leave of absence, a principal must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District human resources office. Notice will be by certified mail to the principal's last known address. The principal on unrequested leave of absence shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a principal shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 4. Acceptance of Re-employment: If a position becomes available for a qualified principal on unrequested leave of absence, the School District shall mail the notice to such principal, who shall have fifteen (15) days from the date of such notice to accept the re-employment. Failure to accept re-employment, in writing, within such fifteen (15)-day period shall constitute a waiver on the part of the principal to any further rights of employment or reinstatement, and that principal shall forfeit any future reinstatement or employment rights.

Section 6. Filing of Licenses: In any year that a reduction of principal positions is occurring and the School Board is placing principals on unrequested leave of absence, only those licenses actually received in

the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining unrequested leave of absence within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

Section 7. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all principals, as defined in Section 2., Subd. 1. above, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 8. Procedure: Any challenge by a principal who is proposed for placement on unrequested leave of absence or reinstatement therefrom shall be subject to the hearing before an independent hearing officer selected by the School Board and the hearing officer shall, after a hearing, make a recommendation to the School Board and, therefore, shall not be subject to the grievance procedure. The alleged challenge of this article must be submitted in writing to the director of human resources within fourteen (14) calendar days of notice proposing placement on unrequested leave of absence or reinstatement.

ARTICLE XV

PUBLIC OBLIGATION

Section 1. Rights of Students and Residents: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. No-Strike Agreement: The Association agrees, therefore, that during the term of this contract, neither the Association nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVI

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2021 and thereafter pursuant to PELRA. If the Association desires to modify or amend this Agreement commencing on July 1, 2021 it shall make every effort to give written notice of such intent no later than May 1, 2021 including complete language and detail of proposed changes. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

DISTRICT 15 PRINCIPALS ASSOCIATION

INDEPENDENT SCHOOL DISTRICT 15

President

Chairperson

Secretary

Clerk

Date

Date

APPENDIX A SALARY SCHEDULE

2019-2020

	MS Assistant Principal	HS Assistant Principal	Crossroads Principal	Elementary Principal	Middle School Principal	High School Principal
Step	Class 1A	Class 1B	Class 1C	Class II	Class III	Class IV
1	\$103,319	\$104,007	\$102,006	\$109,607	\$117,431	\$120,859
2	\$103,915	\$104,602	\$102,600	\$110,204	\$118,027	\$121,455
3	\$104,771	\$105,459	\$103,455	\$110,799	\$118,624	\$122,049
4	\$105,367	\$106,056	\$104,051	\$111,396	\$119,218	\$122,647
5	\$106,424	\$107,111	\$105,104	\$112,614	\$121,284	\$124,986
6	\$108,074	\$108,763	\$106,752	\$114,428	\$123,349	\$127,327

2020-2021

	MS Assistant Principal	HS Assistant Principal	Crossroads Principal	Elementary Principal	Middle School Principal	High School Principal
Step	Class 1A	Class 1B	Class 1C	Class II	Class III	Class IV
1	\$105,096	\$105,795	\$102,720	\$111,493	\$119,454	\$122,942
2	\$105,702	\$106,402	\$103,319	\$112,101	\$120,061	\$123,549
3	\$106,573	\$107,273	\$104,179	\$112,707	\$120,668	\$124,154
4	\$107,180	\$107,880	\$104,779	\$113,314	\$121,273	\$124,762
5	\$108,255	\$108,954	\$105,840	\$114,553	\$123,375	\$127,142
6	\$109,934	\$110,634	\$107,500	\$116,399	\$125,476	\$129,524

No step movement for 2020-2021. \$1,800 will be added to each 2020-2021 Class 1C step on 6/30/2021.

INDEPENDENT SCHOOL DISTRICT 15
PRINCIPAL PROFESSIONAL DEVELOPMENT PLAN
Contract Period 2019-2020/2020-2021

Name _____ Date Submitted _____

Superintendent's Review _____ Date _____

Principals have up to \$2,000 to use for their personal professional development which upon submission of a District Expense form will be reimbursed by the School District.

Contract language is as follows:

Section 5. Professional Development:

Subd. 1. Effective July 1, 2009 each principal shall be entitled to \$2,000 during the duration of the contract for purposes of professional development only. Each principal shall prepare a professional development plan outlining the professional development activities in which the principal plans to participate during the year. The superintendent will review a copy of the plan. The plan must also include provisions for reporting back information to the school building, or other administrators. The plan may be amended during the contract period. Each principal shall be entitled to receive \$45.00 per hour for related meetings, workshops, and conventions plus costs of travel, lodging, and meals. If the Principal does not return and remain on duty for the full two years of the contract, the Principal shall be personally obligated to refund any compensation received during the first year of the contract above \$1,000.

My personal professional goals for the 2019-2020/2020-2021 school year is:

1. _

2. _

3. _

4. _

Please itemize the estimated reimbursable expense you will claim to support your goal. You may distribute all or part of your \$2,000 budget for fiscal years 2019-2020 & 2020-2021 into the 2019-2020 fiscal year or distribute all or part of the budget into the 2020-2021 fiscal year, please describe your intent.

Description of the Professional Growth Activity:

Date: _____ Estimated Cost: _____

MEMORANDUM OF UNDERSTANDING REOPENING
FOR AFFORDABLE CARE ACT CLARIFICATION

In the interest of both parties, with the uncertainty of the Federal Affordable Care Act (ACA) which may result in the assessment of penalties, fees, or fines against the School District due to this agreement, the parties agree to reopen negotiations for benefits of Health Insurance, VEBA, HCSA and any other benefit in this agreement affected by the ACA final determinations. This may result in a new agreement for those categories only affected by the ACA.

MEMORANDUM OF UNDERSTANDING

ISD 15, St. Francis and the Principals' Association recognize the increased workload occurring during construction or remodeling of facilities. Principals participate in many daily details and decision-making, in addition to the routine responsibilities that are assigned. In any future building projects, the District and Principals' Association agree to enter into conversations regarding the workload, and consider alternatives that may be appropriate. This statement does not bind the District or the Principals' Association to any specific contract modifications, but is designed to encourage open communication regarding workload.