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**AGREEMENT BETWEEN THE SCHOOL BOARD AND
THE OWATONNA PRINCIPALS' ASSOCIATION**

**ARTICLE I
PURPOSE**

Section 1. Parties

This Master Agreement concerning terms and conditions of employment is entered into this 1st day of July, 2020, by and between the Owatonna Principals' Association hereinafter called the "OPA", as the exclusive representative of all principals in the Owatonna School District and Independent School District No. 761, Owatonna, Minnesota, acting by and through its duly elected Board of Education, hereinafter called the "Board" according to the provisions of the Public Employees Labor Relations Act of 1973, hereinafter referred to as P.E.L.R.A.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Representation

The OPA shall represent all principals in the appropriate bargaining unit as determined pursuant to P.E.L.R.A. For purposes of this section, the term "principal" shall mean any person employed by Independent School District No. 761 who is licensed by the State Department of Education as Principal or Assistant Principal, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, and who devote more than 50 percent of their time in the capacity of as Principal or Assistant Principal.

**ARTICLE III
DEFINITIONS**

Section 1. School District

For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

Section 2. Other Terms

Terms not defined in this Agreement shall be those meanings as defined by the P.E.L.R.A.

**ARTICLE IV
MANAGEMENT RIGHTS**

The OPA recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the full extent of the law.

**ARTICLE V
ASSOCIATION SECURITY**

Section 1. Dues Checkoff

Any principal who is a member of the Association, or has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues to the OPA. Pursuant to such authorization, the Board shall deduct one twenty-fourth (1/24th) of such dues from the regular check of the principal for twenty-four (24) payments, beginning in September of each year. Deductions for principals employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

**ARTICLE V
ASSOCIATION SECURITY (Continued)**

Section 2. Remittance

With respect to all sums deducted by the Board, whether for membership dues or fair share fee, the Board shall promptly remit to the OPA the total amount deducted.

Section 3. Association Leave

The OPA shall be allowed five (5) days OPA leave during the life of this contract to conduct the official business of the OPA. These days shall be non-cumulative. The Board shall be given adequate advance notice of the use of such leave to permit orderly scheduling.

Section 4. Use of Facilities

The OPA shall have the right to hold OPA meetings in School District facilities outside of the regular principals' work day and according to District policies governing the facility usage.

Section 5. OPA Representation

The OPA shall be entitled to representation on policy making committees affecting terms and conditions of employment.

**ARTICLE VI
PRINCIPALS' RIGHTS**

Section 1. Rights

Principals shall have all rights guaranteed by P.E.L.R.A. and all other applicable statutes.

Section 2. Personnel File

Each principal shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the OPA may, at the principal's request, accompany the principal in this review.

Section 3. File Entries

The principal shall have the right to place a response to any material contained, and said response shall become a part of said file.

**ARTICLE VII
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition

A claim by principals or the OPA that there has been a violation, misinterpretation, or misapplication of any provision of this contract shall be called a "grievance" and may be processed as a grievance as hereinafter provided.

Section 2. Representative

The principal, OPA, administrator or school board may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension:

The limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

Subd. 2. Days:

Reference to days regarding time periods in the procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law or professional days.

Subd. 3. Computation of Time:

In computing any period of time prescribed or allowed herein, the date of the act, event or default, or awareness thereto, for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, a legal holiday, or a professional day.

Subd. 4. Filing and Postmark:

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver

After informal discussion, grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days (20) after the employee(s), through the use of reasonable diligence, should have had the knowledge of the occurrence that gave rise to the grievance. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Notwithstanding the expiration of this contract, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 5. Adjustment of Grievance

The School Board and the principal or OPA shall attempt to adjust all grievances which may arise during the course of employment of any principal within the School District in the following manner:

Subd. 1. Informal Discussion

In the event that a principal or the OPA believe there is basis for a grievance, they shall first discuss the alleged grievance with their supervisor either personally or accompanied by an OPA supervisor, a grievance still exists, they may invoke the formal grievance procedure through the OPA on a form signed by the grievant and a representative of the OPA. A copy of the grievance form shall be delivered to the supervisor. If the grievance involves more than principal, it may be filed with the superintendent or his/her designee.

Subd. 2. Formal: Level I

Within five (5) days of receipt of the grievance, the Director of Human Resources shall meet with the grievant or his/her representative in an effort to resolve the grievance. The superintendent shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the OPA. If the immediate supervisor is the superintendent, then grievance shall move to Level II.

**ARTICLE VII
GRIEVANCE PROCEDURE (Continued)**

Subd. 3. Formal: Level II

If the OPA is not satisfied with the disposition of the grievance on Level 1, or if no disposition has been made within five (5) days of such meeting (or ten (10) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Such transmittal shall be within five (5) days following completion of Level 1. Within seven (7) days of receipt of the transmittal, the superintendent or his/her designee shall meet with the OPA on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the OPA.

Subd. 4. Formal: Level III

If the OPA is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) days of such meeting (or twelve (12) days from the date of filing), the grievance shall be transmitted to the board by filing a written copy thereof with the secretary or other designee of the Board. The Board, at its next regular meeting or two (2) weeks, whichever shall be later, shall meet with the OPA on the grievance. At the option of the School Board, a committee of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the School Board.

Disposition of the grievance in writing by the board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the OPA. The O.P.A. may proceed to the next step, if the Board fails to act.

Section 6. Arbitration Procedures

If the OPA is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator.

Subd. 1. Request

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 in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure.

Subd. 3. Selection of Arbitrator

Upon the proper submission of a grievance under the terms of the procedure, the parties shall, within five (5) 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 BMS to submit a list of five (5) arbitrators provided such request is made within twenty (20) days after the receipt of said request. From such list of five arbitrators the parties shall alternately strike names until only one name remains who shall be the neutral arbitrator.

Subd. 4. Submission of Grievance Information

Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator the submission of the grievance which shall be a "concise statement of the nature of the grievance, the provision of the contract applicable to the grievance, and the relief requested". The responding party at its option may also submit a concise statement of the nature of the grievance to the arbitrator.

**ARTICLE VII
GRIEVANCE PROCEDURE (Continued)**

Subd. 5: Hearing

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. The parties shall have opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 6 Decision

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 by the P.E.L.R.A. of 1971 and amendments.

Subd. 7 Expenses

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. A transcript or recording shall be made of the hearing at the request of either party and the cost of the transcript shall be shared equally by the parties.

Subd. 8. Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. Questions arising over arbitration of an alleged grievance shall be submitted to arbitration for determination. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.

Section 7. Personnel File

All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8. Withdrawal of Grievance Grievances may be withdrawn at any level without prejudice.

**ARTICLE VIII
PRINCIPAL RESPONSIBILITIES**

Section 1. Responsibilities

The principal agrees to perform faithfully the duties of the position identified by individual contract during the life of this agreement.

Subd. 1.

The principal shall furnish throughout the life of this agreement a valid and appropriate certificate as defined and required by the State of Minnesota.

Subd. 2.

These policies are subject to the provisions of M.S. 125.12 and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge. These policies shall remain in full force and effect except if modified by mutual consent I.S.D. No. 761 and the OPA or unless terminated as provided by law or written resignation.

Subd. 3. Strikes and Work Stoppages

In the event of a strike or work stoppage by other groups of District employees, the principals will consider themselves to be on duty to carry out Board policy and safeguard personnel and property. Compensation for principals will continue in the event of strikes or work stoppages of other District employees.

**ARTICLE IX
WORK YEAR**

Section 1. Work Year

The work year for all principals and assistant principals shall be defined according to days of employment.

Subd. 1.

A 'Year Round' administrator shall be a principal/assistant principal who works 260 days during the calendar year. Such an employee is entitled to 20 days of paid vacation per year.

Subd. 2.

A 'School Year' administrator shall be a principal/assistant principal who works 230 days during the calendar year. Such an employee is not entitled to paid vacation as defined in Subd. 1 of this section, however is entitled to all other benefits contained within this contract as if considered to be 'Year Round'.

Section 2. Holidays

The work year will start on July 1 and end on June 30. Holidays during the work year shall be eleven (11) as follows:

July 4	December 24	January 1
Labor Day	December 25	President's Day *
Thanksgiving (2)	December 31	Memorial Day
		District Designated Holiday (1)

* If President's Day is a student or staff day, another day will be selected by the District in lieu of President's Day.

Section 3. Vacation

Principals employed under a 52 week contract shall earn paid vacation at the rate of twenty (20) days per full year of employment. The maximum accumulation of unused vacation shall not exceed forty (40) days.

Vacation days must be approved in advance by the Superintendent or designee. Not more than five (5) days of earned vacation may be used by a principal while students are in attendance during the regular school year.

A principal, upon termination of contract, shall be reimbursed by the District for unused accumulated vacation days at a rate per day equal to the daily rate of pay for the school year during which the contract was terminated. A divisor of 260 days shall be used to calculate the daily rate of pay.

Principals employed less than 52 weeks shall not earn paid vacation. Said principals work year calendar shall be approved by the Superintendent.

Section 4. Personal Leave

Principals/assistant principals who work a 230 day (46 week) calendar year are entitled to two (2) personal leave days each year. Personal leave is to be schedule with the prior approval of the superintendent or designee.

**ARTICLE IX
WORK YEAR (Continued)**

Section 5. Summer School

Summer School may be assigned by the superintendent on a shared basis involving two or more administrators. If Summer School is assigned to a 46-week administrator, the administrator shall be compensated on a pro rata to annual salary basis.

**ARTICLE X
GROUP INSURANCE**

Section 1. Single and Family Coverage

2020-2021: During the 2020-2021 fiscal year, the District shall contribute \$824 per month for twelve months toward the premium for single health insurance or \$1,859 per month for twelve months toward the premium for family health insurance for principals who qualify for and are enrolled in a district group health and hospitalization plan. The District shall also contribute \$186 per month toward a Health Reimbursement Account (HRA) for principals enrolled in a single or family health insurance plan.

Subd. 1. Premium Tax Shelter

The District shall make available to principals a tax shelter as provided by law for principal health insurance contributions as soon as possible as provided by the Select Plan of the current insurance carrier.

Subd. 2. Income Protection

The District shall pay the full cost of an income protection plan as adopted by the District.

Subd. 3. Life Insurance

The District shall pay 100% of the cost of group term life insurance with a face value of \$260,000.

Subd. 4. Dental Insurance

A dental insurance plan shall cover eligible principals and their families as defined in the Article. The full premium shall be paid by the District for single and family coverage for each eligible principal employed by the District.

Subd. 5. Leave of Absence Health Insurance

Principals on approved leaves of absence shall be able to purchase the major medical and health insurance coverage at the prevailing group rate, for up to twenty-four (24) months.

Subd. 6. Rights

Nothing in this section is meant to limit rights of principal or his/her family as provided under federal or state laws.

Section 2. Liability Insurance

The school district shall provide a liability insurance policy covering the principal in an amount not less than the statutory limits.

Section 3. Health Insurance Benefit for Retired Principals

The District shall pay 50% of the premium for single coverage under the group insurance policy for administrators employed after July 16, 1991.

To be eligible for this benefit, the principal must have completed a minimum of ten (10) years of service in District No. 761 and be a participant in the district's health insurance plan. The District shall continue contributions toward this benefit until such time as an administrator covered under this provision is eligible for benefits under Medicare.

**ARTICLE XI
LEAVE OF ABSENCE**

Section 1. Sabbatical Leave

The District, upon recommendation of the Superintendent of Schools, may grant sabbatical leave to principals. The purpose of the sabbatical leave is for individual principal self-improvement, such as advanced academic training, study, research, writing, and/or travel.

Subd. 1.

In order to be eligible for sabbatical leave, a principal must have worked for the past five (5) consecutive years in Independent School District No. 761.

Subd. 2.

Application for sabbatical leave is to be submitted to the Superintendent of Schools by April 1 for the succeeding school year.

Subd. 3.

The length of a sabbatical leave shall be no more than one school year.

Subd. 4.

A principal, upon completion of a sabbatical leave, shall return to his/her former position or to a position of like nature and status, and shall be continued at the same seniority step on the salary schedule as if he/she were a principal in the district during such a period.

Subd. 5.

The salary of the principal during the year of sabbatical leave shall be three-fourths of the basic salary (not to include extra assignment or extra weeks pay) that the principal would receive if he/she were a full-time principal.

Subd. 6.

A principal receiving sabbatical leave is required to return to the schools of Independent School District No. 761 and work for four school years or repay the financial grant that was allowed, reduced in proportion to the number of years less than four worked in the system.

Subd. 7.

Sabbatical leave may be granted to combine with programs of study, research, writing or travel (in that order of priority) which are financed by outside non-commercial agencies such as universities or foundations. The amount of any financial grant provided by an outside non-commercial agency shall not be considered in the granting of sabbatical leave. Any employment during the sabbatical leave period must receive prior District approval. Full-time employment during the year of sabbatical will not be approved.

Subd. 8.

In certain situations, it might prove advantageous to the District to waive certain of the above conditions. Upon recommendation of the Superintendent and at the discretion of the District, exception may be taken to the number of years and the length of sabbatical leave.

Section 2. Emergency Short Term Leave

Subd. 1.

A principal shall be allowed full pay in the event of absence to take health examinations; however, the number of days absent will be subtracted from the regular sick leave time.

Subd. 2.

A principal will be limited to five (5) days with full pay for attending a funeral of the principal's or principal's spouse's immediate family (father, mother, sister, brother, spouse, son, daughter, grandfather, grandmother the principal's or principal's spouse's in-laws) and one (1) day for the funeral of other persons.

Subd. 3.

Emergency and personal business leave will be granted any principal when it is recommended by the Superintendent.

ARTICLE XI
LEAVE OF ABSENCE (Continued)

Section 3. Sick Leave

Subd. 1.

Sick leave shall be with pay and shall accumulate from year to year without limitation to 230 days.

Subd. 2.

At the beginning of each school year, the District shall credit each principal who has completed five or more years with the District, twelve (12) days of sick leave to be used to cover absence caused by personal illness or disability. Newly hired principals will be given 60 days of sick leave. Regular cumulative sick leave will not begin to accrue until the sixth year of employment. Sick leave exceeding the regular twelve (12) days per year can only be used in the event of disability and with the approval of the Superintendent.

Subd. 3.

Employees shall be allowed the use of sick leave for their own use when ill and for health care examinations. In addition employees shall be allowed the use of sick leave due to the serious illness of a minor or adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, step-parent or infirm adult living in the household for reasonable periods of time as the employee's attendance may be necessary up to 160 hours, or pursuant to Minn. Stat. §181.9413, whichever is less. This provision is not meant to increase or decrease the amount of leave otherwise provided in this Article except as otherwise required by law.

Subd. 4.

Sick leave with pay shall be allowed by the District whenever a principal's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on the day or days.

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.

Subd. 6.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Subd. 7.

Sick leave pay shall be approved only upon submission of a signed request available from the Superintendent.

Subd. 8.

A principal who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave shall be granted a leave of absence without pay for the illness or disability up to two (2) years and such leave may be renewed by mutual consent with the Superintendent upon the written request of the principal.

Section 4. Military Leave

Subd. 1.

A leave of absence shall be granted to any principal who is inducted, activated, or who enlists for military duty in any branch of the Armed Forces of the United States after being on the staff of the District. Upon return from such leave, the principal shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as the principal would have accrued had the principal worked in the District during such period.

Subd. 2.

Upon return, the principal will be assigned a position as similar as possible to the position which the principal left, unless placed on unrequested leave of absence. If the principal desires, the principal will then be reassigned to a more suitable position as soon as possible.

**ARTICLE XI
LEAVE OF ABSENCE (Continued)**

Subd. 3.

The principal must apply for reinstatement within 90 days after release from active duty or from hospitalization continuing after such release for not more than one year. Failure to apply within that time limit shall be considered a resignation.

Subd. 4.

Military leave shall not extend beyond four (4) years plus such additional time as the principal may be required to serve pursuant to law.

Subd. 5.

If a principal is required to fulfill duties to the Armed Forces by attending a reserve camp, up to fifteen (15) duty days shall be allowed for this, without loss of pay. If at all possible, principals shall first attempt to schedule such reserve camp time other than during the school year.

**ARTICLE XII
CHILD CARE LEAVE**

Section 1. Conditions of Requested Leave

At the earliest possible date prior to commencement of the leave, the principal shall meet with the superintendent to determine the conditions of the requested leave consistent with the terms of this contract.

Section 2. Maternity Disability Leave

Subd. 1.

Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be afforded benefits the same as any other illness or disability.

Subd. 2.

For the convenience of the District, a pregnant principal may be granted an unpaid leave of absence prior to the onset of the disability to coincide with a natural break in the school year without disqualification for disability benefits.

Section 3. Leave for Infant Care

Subd. 1.

A leave of absence without pay will be granted for the purpose of infant care inclusive of adopted infants.

Subd. 1(a).

Infant care leave shall commence within six weeks of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within six weeks after of the date the child leaves the hospital. If the leave commences with the first day of a school year, it shall terminate with the last day of that school year.

Subd. 1(b).

The length of the leave up to six (6) weeks shall be as determined by the principal. Leave longer than six weeks shall extend to the beginning of the next full school year unless the principal and district mutually agree otherwise.

**ARTICLE XII
CHILD CARE LEAVE (Continued)**

Section 4. Principal Right of Return

Subd. 1.

A principal on a maternity disability leave shall have the right of return to previous assignment at the conclusion of disability.

Subd. 2.

A principal or infant care leave shall have the right of return to previous assignment so long as the continuous absence including disability does not extend into two (2) succeeding school years.

Subd. 3.

Should a maternity disability leave extend from one school year into the succeeding school year, the principal shall have the right to an infant care leave with the right of return to previous assignment.

Subd. 4.

Other than the right to return to previous assignment as stipulated in Section 4, Subd. 1 and 2 above, an administrator on an infant care leave shall have the right of return to employment subject to the applicable leave provisions of Article IX of this contract.

Subd. 5.

The rights and conditions of return may be altered or disrupted by the District transfer and unrequested leave action under provisions of this contract.

Subd. 6.

Any principal on a maternity leave prior to the date of ratification of the contract shall be subject to the terms and conditions of the contract in force at the time the leave was granted unless waived by mutual agreement between the District and the principal.

**ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE - SENIORITY POLICY**

Section 1. Purpose

The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave of absence shall be effective at the close of the school year. In placing principals on unrequested leave of absence, the provisions of this Article shall apply.

Section 2. Probationary Period

A principal selected from the School District's teacher bargaining unit shall serve a full school year's probationary period. If the principal does not successfully complete the one-year probationary period, as determined in the sole discretion of the School District, he/she shall be returned to the teachers' bargaining unit.

A member of the School District's teacher bargaining unit who wishes to accept the School District's offer of a principalship shall apply for and be granted a long-term leave from his/her teaching position covering the probationary period described herein.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE - SENIORITY POLICY (Continued)

Section 3. Seniority and Establishment of Seniority List

To the extent permitted by law, principals shall have seniority with respect to all licensed teaching positions based on current licensure and continuous service to the School District (including all leave referred to in this contract) commencing with the first date of employment in a licensed teaching position. Nothing in this agreement shall be interpreted as a waiver by an individual principal of any claim to a position in the teacher bargaining unit for which the principal has the requisite seniority and license if such principal is proposed for unrequested leave. Principals shall have seniority within the principals' bargaining unit based on position and building level assignment in the following categories: Assistant Principal/ALC Principal; Elementary Principal, Middle School Principal; and Senior High Principal. For purposes of this section, a principal's seniority date in the principal's bargaining unit will be the first date of employment in the principal's bargaining unit.

Subd. 1. Seniority List

Unit members will have the date of official board action approving the principal's hire for the contract signed as the basis for placement on the seniority list.

Subd. 2. Posting

By November 1 of each year, the District shall cause a copy of the seniority list to be delivered to each unit member.

Subd. 3. Review

Any principal who may disagree with any of the data on the list shall have thirty (30) days from the date of the District's distribution of the list to supply written documentation supporting a request for the change in the data on the seniority list.

Subd. 4. Evaluation

The Superintendent shall evaluate the request for a change in the data and issue a decision.

Subd. 5. Grievance

Any principal who disputes the determination of the Superintendent as to the principal's seniority date may file a grievance in accordance with the grievance procedure. Provided, however, that any such grievance shall be deemed to go directly to the arbitrator level without being processed through the prior levels.

Subd. 6. Final List

The final seniority list that results from any challenge process will then be distributed to each unit member.

Subd. 7. Finality

The seniority list shall be deemed to be final and no data on the seniority list may be challenged at any Unrequested Leave of Absence hearing.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE - SENIORITY POLICY (Continued)

Section 4. Placement on Unrequested Leave of Absence

Principals shall be placed on unrequested leave in the reverse order of their hiring in the categories of: 1) Senior High Principal; 2) Middle School Principal; 3) Elementary Principal; and 4) Assistant Principal/ALC Principal. A principal shall not be entitled to bump into a higher building level but may bump into the position of a less senior principal in a lower building level if the principal has the required administrative license (i.e.: A 15 year Elementary School Principal may not bump 10 year Middle School principal but a 20 year ALC Principal may bump a 10 year Assistant Principal. A principal bumping into another category shall retain his/her original seniority date in the bargaining unit. In the event that principals have the proper license for a position and equal seniority, the School District shall have the sole discretion to determine the most qualified individual for the position and the principal who will be placed on unrequested leave.

Section 5. Reinstatement

Subd. 1.

Principals shall be recalled from an unrequested leave of absence, in order of seniority, to an available principal position if currently licensed and if the principal previously was employed by the School District in that building level position or a higher building level position. A principal shall not be entitled to be recalled to a promotional position (i.e.: A Middle School Principal is not entitled to recall to a Senior High Principal position). A principal who is not entitled to recall, however, may apply for and be hired for the vacant principal position if no other principal is entitled to recall.

Subd. 2.

The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the OPA.

Subd. 3.

No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed and qualified as provided in this Article to fill such vacancy.

Subd. 4.

Notification shall be by certified mail to the last known address of the principal as recorded in the office of the Director of Human Resources. In the event a principal declines a position in a lower classification or a position of less than full-time equivalent, the principal shall retain status on the principal recall list. In the event a principal declines a position offered in a previously employed category and equivalent FTE, or fails to notify the Human Resources Officer in writing of the principal's intention to exercise his or her recall rights within ten (10) calendar days of the date of notification, the principal shall be removed from the recall list.

Subd. 5.

A principal placed on unrequested leave may engage in teaching or any other occupation during the period of unrequested leave.

Subd. 6.

The unrequested leave of absence of a principal who is not reinstated shall continue for a period of two (2) years from the date the principal's unrequested leave of absence begins, or until the principal fails to respond within ten (10) calendar days of the date of notification of recall, or until the principal submits in writing a request to be removed from the recall list, whichever occurs first. A principal who is recalled from leave to a principal position for which the principal is not licensed shall be disqualified from recall and shall be removed from the recall list.

**ARTICLE XIV
PRINCIPAL ASSIGNMENT/TRANSFER POLICY**

Section 1. Transfers

In order to assist in a smooth and timely transition, the District will notify the principals involved in a transfer/change in assignment by May 10 of a school year, to be effective in the following school year, except in emergency circumstances. The needs of the individual unit member as well as the District will be considered when determining transfers.

Principals involuntarily transferred to a principal assignment which receives less pay than said principals current assignment will be assigned additional District duties by the superintendent and will maintain current level of pay. Pay for said principal will not increase until the current pay level falls within the parameters set forth for the appropriate assignment found in the Administrative Pay Table Schedule A or Schedule B.

Section 2. Vacancies

The District will post notices of all vacant positions and deliver a copy to the Association. Any principal may apply in writing for a transfer to any vacant position for which such principal has a currently valid certificate from the State Board of Education. No permanent appointment shall be made until the vacancy has been properly posted and there has been a consideration of all O.P.A. applicants from within the District.

**ARTICLE XV
ADDITIONAL COMPENSATION**

Section 1. Service Recognition Plan

To be eligible for benefits under this section, the principal must give notice of retirement or resignation prior to July 15th.

The principal will be considered vested after five (5) years of service as a licensed principal with the District and receive the following Service Recognition amount upon termination of employment.

After Year	5	20%	x	Last Annual Salary	=	Service Recognition Amount
After Year	6	25%	x	Last Annual Salary	=	Service Recognition Amount
After Year	7	30%	x	Last Annual Salary	=	Service Recognition Amount
After Year	8	35%	x	Last Annual Salary	=	Service Recognition Amount
After Year	9	40%	x	Last Annual Salary	=	Service Recognition Amount
After Year	10	45%	x	Last Annual Salary	=	Service Recognition Amount
After Year	15	50%	x	Last Annual Salary	=	Service Recognition Amount
After Year	20	55%	x	Last Annual Salary	=	Service Recognition Amount

Section 2. Deferred Compensation

Eligible O.P.A. members shall be entitled to a matching contribution under M.S. 356.24 up to \$4,000/Year.

Section 3. Advanced Degree Stipend

In addition to the annual salary afforded to a principal per Schedule A and Schedule B, each principal who has been awarded a doctorate degree in educational administration or a related field (i.e. educational leadership) from an accredited institution shall receive two thousand dollars (\$2,000).

**ARTICLE XV
ADDITIONAL COMPENSATION (Continued)**

Section 4. Career Increments

- Completion of 7 years up to 10 years - \$1,000 stipend
- Completion of 10 years up to 15 years - \$1,500 stipend
- Completion of 15 years up to 20 years - \$2,000 stipend
- Completion of 20 years and later - \$2,500 stipend

An employee is eligible to receive an annual career increment beginning on their anniversary date after the completion of 7, 10, 15, and 20 years of full-time employment. The stipend will be prorated over the Employee's pay checks throughout the school year.

**ARTICLE XVI
ANNUITY PLAN**

Section 1. Tax-Sheltered Annuity

The principal will be eligible to participate in a tax-sheltered annuity plan established pursuant to United States Public Law No. 870370, M.S. 123.35, Subd. 12 and school district policy.

**ARTICLE XVII
MISCELLANEOUS**

Section 1. Dues

The District agrees to pay the annual regional, state, and national professional dues as appropriate to assignment.

Section 2. Professional Growth

The District agrees to pay expenses for attendance at regional, state, and national conferences as approved by the Superintendent.

Section 3. Travel

Travel and expense reimbursement shall be governed by the provisions of School District policy.

**ARTICLE XVIII
CONTRACT**

Section 1. Contracts

Principals shall be paid consistent with the Compensation Schedule as attached heretofore.

Satisfactory performance by the administrator will result in movement of said administrator from initial placement on the salary schedule to the next level. The District may withhold a salary increase provided the administrator is notified of such action prior to April 1 preceding the duty year for which such action is taken, providing tenured principals receive a rationale for the withholding of a salary increase.

The salary schedule contained in Schedule A shall not be construed to be part of the individual continuing contract. Initial placement on the salary schedule will be at the discretion of the superintendent.

**ARTICLE XVIII
CONTRACT (Continued)**

Section 2. Salary Schedule Adjustment

A principal/assistant principal who receives a bona fide offer from another school district may present the offer to the superintendent for consideration of an adjustment to their salary. At the district's discretion, the district may offer the principal a salary adjustment of up to \$5,000 in additional compensation.

Section 3. Assistant Principal Promoted to Principal Position

When an assistant principal is promoted and appointed by the Board as a principal, the new principal will be placed on the step that results in the lowest pay increase on the principal's salary schedule. In recognition of this granted pay increase, the new principal will work 5 additional days in the first year of the new assignment. This provision applies only to promotional appointments enacted by the Board.

**ARTICLE XIX
DURATION**

This Agreement shall remain in full force and effect for a period commencing July 1, 2020 through June 30, 2021 and thereafter pursuant to P.E.L.R.A.

**ARTICLE XX
DOCUMENT AUTHORIZATION**

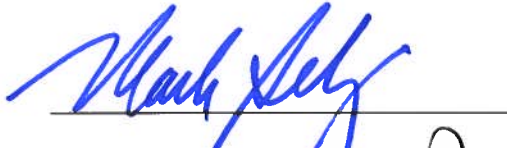
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

OWATONNA PRINCIPALS' ASSOCIATION

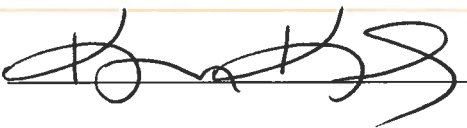
INDEPENDENT SCHOOL DISTRICT 761



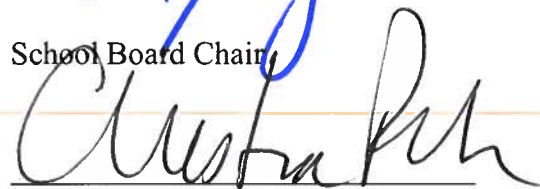
President



School Board Chair



OPA Negotiator



District Chief Negotiator

Date 9-20-20

Date 9-20-20

**OWATONNA PUBLIC SCHOOLS
ADMINISTRATIVE SALARY SCHEDULE A
2020-2021**

Position	Steps	52 Week Pay Table	46 Week Pay Table
Assistant Principal/ALC Principal/Activities	Entry	108,461	104,031
		110,675	106,153
		112,890	108,276
	Career	115,103	110,399
Elementary Principal	Entry	115,188	110,494
		117,513	112,721
		119,832	114,947
	Career	122,155	117,174
Middle School Principal	Entry	124,766	
		127,290	
		129,808	
	Career	132,330	
Senior High Principal	Entry	129,350	
		131,968	
		134,589	
	Career	137,210	

Note: Salary for individual administrators will be based on schedule placement.

The 52 week ALC Principal and 52 week Elementary Principal positions include administrative responsibilities for district summer Targeted Services programming.

