

Collective Bargaining Agreement

Between

Independent School District 281

Hennepin County, Minnesota

And

The Principals' Association

**2019-2020**

**2020-2021**



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**PREAMBLE**

The School Board and the Principals' Association of District 281 recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term educational goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

**AGREEMENT**

This agreement entered into between the School Board of Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Principals' Association of District 281, hereinafter referred to as the association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA of 1971, as amended, to provide the terms and conditions of employment for the principals during the duration of the agreement.

**RECOGNITION**

In accordance with the PELRA of 1971, as amended, the School Board recognized the association as the exclusive representative of principals employed by the School Board, which exclusive representative shall have those rights and duties as prescribed by the PELRA of 1971, as amended, and as described by the provisions of this agreement.

## **ARTICLE I DEFINITIONS**

### ***1-1 Terms and Conditions of Employment***

This shall mean the terms of employment, including compensation and fringe benefits, and the working condition of the employees. This does not mean the retirement contributions or benefits nor does it mean the educational policies of the school district.

### ***1-2 Principals***

This shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the Minnesota Board of School Administrators as a principal or assistant principal, who are employed for more than 14 hours per week and for more than 67 days per year and who devote more than 50 percent of their time to administrative or supervisory duties in the capacity of a principal or assistant principal.

### ***1-3 Full-time Principal***

This shall mean a principal who is employed 1.0 on the principals' salary schedule.

### ***1-4 Probationary Period***

1-4-1 All principals hired to any position classified as a principal and covered by the continuing contract laws shall serve a probationary period in accordance with that law.

1-4-1-1 Principals who have never achieved continuing contract status in Minnesota will serve a three (3) year probationary period.

1-4-1-2 Principals who have achieved continuing contract status in a single Minnesota school district other than 281 will serve a one (1) year probationary period.

1-4-2 Any District 281 teacher who has achieved continuing contract status and moves into any principal position will be asked to sign a waiver of continuing contract rights in the principal position and serve one (1) year of probation as a principal.

1-4-3 Any District 281 principal who has achieved continuing contract rights as a principal and is promoted to a different principal position within the organization will be asked to sign a waiver of continuing contract rights in the new principal position and serve one year of probation. A change of building but in the same role does not constitute promoted to a different principal position.

## **ARTICLE II SCHOOL BOARD RIGHTS**

### ***2-1 Inherent Managerial Rights***

The association agrees that the School Board 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. All management rights and functions not expressly delegated in this agreement are reserved to the School Board.

### ***2-2 Management Responsibilities***

The School Board has the right and obligation to manage efficiently and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

### ***2-3 Effect of Laws, Rules and Regulations***

All employees covered by this agreement shall perform the administrative and supervisory duties prescribed by the School Board and shall be governed by the laws of the state of Minnesota, federal laws and by the School Board rules, regulations and directions issued by properly designated officials of the school district.

### ***2-4 Reservation of Board's Rights and Duties***

This agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance and management of the public school system.

## **ARTICLE III PRINCIPAL AND ASSOCIATION RIGHTS**

### ***3-1 Right To Join***

Principals have the right to join any principal organization, but membership in a principal organization shall not be required as a condition of employment.

### ***3-2 Right To Discuss Complaint***

No principal shall be prevented from informally discussing a complaint with the principal's immediate supervisor or processing a grievance on the principal's behalf in accordance with the grievance procedure hereinafter set forth in Article IV.

### ***3-3 Individual and Organizational Rights***

Nothing contained herein shall be construed to prevent any authorized representative of the School Board from meeting with any professional staff member organization representing instructional professional staff members in the bargaining unit for the purpose of hearing the views and proposals of its members except that as to matters presented by such organizations which are proper subjects of negotiations, the association shall be informed of the meeting and be permitted a representative.

### ***3-4 Use of School Building***

The association shall be permitted the use of school property at reasonable times provided that this shall not interfere with or interrupt normal school operations.

### ***3-5 Use of Interschool Mail***

Principals may use the district mail service for official communications to principals.

### ***3-6 Administrative Advisory Committee***

The School Board and the association shall jointly maintain an administrative advisory committee for the purpose of discussing educational policies and conditions of principals' employment not specifically regulated by this agreement. Membership of the committee shall be composed of two (2) members appointed by the Superintendent, two (2) members elected by the association to include one (1) member at large and the president of the Principals' Association. This committee shall meet at the request of either party.

## **ARTICLE IV GRIEVANCE PROCEDURES**

### ***4-1 Definition***

A grievance shall mean an allegation by a principal resulting in a dispute or disagreement between the principal employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in the agreement. Where the singular use of the word principal is used, the plural of principals may be substituted, where applicable.

### ***4-2 Representative***

The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the administration's behalf. The principal must be present at all steps of the procedure which the principal elects to pursue and the principal may be represented by legal counsel or a representative of the association or both.

### ***4-3 Extension***

Time limits specified in this agreement may be extended by mutual written agreement.

### ***4-4 Days***

Reference to days regarding time periods in this procedure shall refer to school days. A school day is defined as all days principals are required to be on duty.

### ***4-5 Time Limits***

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved licensed principal to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.



#### ***4-6 Computation of Time***

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default 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, Sunday or school holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or school holiday.

#### ***4-7 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.

#### ***4-8 Adjustment of Grievance***

All effort shall be made to resolve any conflict by the licensed principal involved with the supervisor or administrator directly involved. Any grievance must be filed within a reasonable time not to exceed 20 school days from the date of the occurrence alleged to be a grievance and every effort shall be made to keep a grievance from carrying over into another fiscal year. Grievances of a licensed principal, during the course of the principal's employment, shall be presented and adjusted in the following manner:

##### ***4-8-1 First Level***

The statement of the grievance shall be oral and the proceedings informal. If a satisfactory settlement cannot be reached within five (5) school days, the second level may be initiated within three (3) school days thereafter.

##### ***4-8-2 Second Level***

Any licensed principal who has not received a satisfactory settlement as outlined in level one shall submit the grievance in writing with a letter of transmittal to the Superintendent of schools. Within ten (10) school days of the receipt of the grievance, the Superintendent or designee shall meet with the aggrieved and the supervisor or administrator directly involved in an effort to reach a satisfactory settlement. The superintendent shall render his/her decision in writing to the parties involved, including the association. If a satisfactory settlement cannot be reached within ten (10) school days after the Superintendent's hearing, the third level may be initiated within ten (10) school days thereafter.

##### ***4-8-3 Third Level***

Any licensed principal who has not received a satisfactory settlement as outlined in the second level shall submit a grievance in writing to the School Board. The School Board shall have a hearing and rule on the grievance or refer the matter on to the fourth level within 20 school days. In the event the board does decide to have a hearing, it shall give a fair and impartial hearing to the aggrieved along with the supervisor or administrator and his/her counsel. The School Board shall render a written decision with 15 school days to the parties involved, including the association. If the School Board's decision is not acceptable to the licensed principal involved and the matter pertains to this principal agreement, the matter may proceed to the fourth level within five (5) school days thereafter. Otherwise, the decision of the School Board is final.

#### ***4-8-4 Fourth Level***

Within said five (5) working days, either party may voluntarily request mediation through the Bureau of Mediation Services. The mediation process will not normally last more than one(1) day. The mediator will propose a resolution as soon as possible. The mediator's decision shall not bind either party to adherence, nor prohibit use of the fifth level of the grievance process. Both parties must agree to use this voluntary step, otherwise and unsolved step, otherwise an unresolved grievance will proceed to the next step.

#### ***4-8-5 Fifth Level***

Within said five school days, either party may request arbitration. The parties shall, within ten (10) school 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 Bureau of Mediation Services to submit a list of five (5) arbitrators, providing such request is made within 20 school days after request for arbitration. The parties shall alternately strike names from the list of five (5) until only one (1) name remains who shall be the agreed upon arbitrator. Failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

#### ***4-9 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, 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.

#### ***4-10 Decision***

The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA of 1971. The arbitrator shall issue a written decision and order including findings of fact which should be based upon substantial and competent evidence presented at the hearing. All witnesses should be sworn upon oath by arbitrators.

#### ***4-11 Expenses***

Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties will share equally fees and expenses of the arbitrator. The cost of a transcript or recording, if requested, shall be borne by the requesting party(ies).

#### ***4-12 Jurisdiction***

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 change 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.

#### ***4-13 Appearance and Representation***

Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such hearings are during school hours, all persons who are required to participate shall be excused with pay for that purpose and that time shall not be deducted from the principal's personal leave. School hours are defined herein as the hours during which the principal is assigned direct control of the students.

#### ***4-14 Investigation of Grievances***

The investigation of grievances shall not interfere with the orderly process of education in District 281.

#### ***4-15 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 and 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 right to pursue a grievance under this article. This section shall not apply to any action to compel arbitration as provided in the agreement or to enforce the award of an arbitrator.

### **ARTICLE V WORKING CONDITIONS**

#### ***5-1 Required Personnel Information***

Each principal must hold a valid Minnesota administrator's certificate, and submit all necessary forms and documentation to comply with existing state and federal mandates and district requirements. This material will be kept on file in the human resources office during the entire time that the principal is employed in the school system.

#### ***5-2 Failure to Show Evidence of Certification***

Employment will be terminated for any principal who cannot qualify for a Minnesota administrator's certificate, or who after proper notification fails to submit a valid certificate by the first day school is in session in the fall or does not provide evidence by the same date that an effort is being made to comply with certification regulations and that application has not been rejected.

### ***5-3 Health Reports***

The School Board may require that a principal furnish a certificate of good health, according to Minnesota Statute 122A.40, subd. 12.

### ***5-4 Holidays***

The following will be recognized as paid holidays: Labor Day, teachers' convention day, Thanksgiving Thursday and Friday, Martin Luther King Day, Presidents' Day, Easter Monday, Memorial Day, and July 4th for those working that week.

### ***5-5 Religious Holidays***

Two (2) days may be granted for religious holidays. Principals who wish to be granted time off for a religious holiday must make application giving full particulars to the office of the Superintendent five (5) days in advance of said holiday for approval to have such leave deducted from current sick leave or personal leave at the principal's option. In the years that it is necessary for some principals to have three school days for religious observances, an additional day may be granted upon application to the Superintendent or the Superintendent's representative for approval.

### ***5-6 Conference Attendance***

Head principals can request to attend a national conference or comparable conference at reasonable cost every other year. On the alternate year, they can request to attend a state conference or comparable conference. Assistant principals can request to attend a national conference or comparable conference at reasonable cost every third year. On the alternate years, they can request to attend a state conference or comparable conference.

### ***5-7 Professional Dues***

The district will provide each principal the cost for dues for one (1) approved national and/or state professional organization.

## **ARTICLE VI LEAVE OF ABSENCE**

### ***6-1 Sick Leave***

Starting July 1, 2005, all principals will accrue sick leave at the rate of 13 days per school year and it shall accrue to a limit of 130 days.

#### ***6-1-1 Accrued Sick Leave***

A principal who has accrued sick leave either as a principal or district employee prior to July 1, 2005, will maintain those days as reserve sick leave. These days can be utilized for sick leave, if all current sick leave is exhausted.

#### ***6-1-2 Family Illness/Injury***

Sick leave may be used by an employee for illness or injury consistent with provisions of the Family Medical Leave Act (FMLA) in the immediate family which shall be defined as spouse, child, parent and legal guardian. Request to have such family care leaves deducted from sick leave are to be completed through the district notification system. The district may require a doctor's certificate on family care leave claims for three (3) days or more.

#### ***6-1-3 Bereavement Leave***

Each principal will be granted bereavement leave with pay not to exceed five (5) days due to a death in the immediate family and three (3) days for a death in the extended family. The immediate family will be defined as spouse, child, parent, legal guardian, significant other, brother and sister. Extended family will be defined as grandparent, grandchild, parent in-law, brother or sister in-law, son or daughter in-law, aunt and uncle.

#### ***6-2 Sick Leave Pool***

Principals will have the option of participating in the district sick leave pool. Sick leave pool bylaws are available in the human resources office.

#### ***6-3 Medical Leave***

A principal may request in writing to be placed on medical leave. A physician's written statement shall accompany the request for medical leave that includes a diagnosis of the illness/injury, prognosis for recovery, and limitations that may be placed on the principal's ability to perform his/her assigned responsibilities, beginning date of the leave and, if possible, the return date. Principals granted medical leave shall continue to accrue seniority for a maximum of two (2) years.

#### ***6-4 Personal Leave***

Each principal may be granted up to five (5) days of personal leave per year without salary deduction and without being deducted from sick leave. Personal leave shall be defined as follows: leave granted to an individual for compelling personal affairs that cannot be consummated outside of the school hours. Request for such leave must be submitted at least three (3) days in advance to the human resources office, or immediately upon return in the event of an emergency.

#### ***6-5 Child Care Leave***

Child care leave will be granted because of need to prepare and provide for natural born or adopted child or children. This will be paid leave if the principal has accrued sick leave. A maximum of 12 weeks (60 days) may be used. Principals will accrue seniority for 12 weeks of leave of absence. If a principal exhausts his/her paid time off, the principal may receive up to an additional ten (10) days of paid leave.

#### ***6-5-1 Initiation of Leave***

Principals who choose and are granted a medical leave for child care will continue to accrue seniority for a maximum total of two (2) years.

#### ***6-5-2 Date of Return***

The date of return shall be stipulated at the time the leave is requested.

#### ***6-5-3 Length of the Leave***

Each child care leave shall not exceed one (1) full year excluding the school year in which the leave begins. The principal has the option to apply for an additional year of leave and would accrue seniority during the leave.

#### ***6-5-4 Failure to Return***

Failure of the principal to return pursuant to the date determined under this section shall be deemed a voluntary resignation unless the school district and the principal mutually agree to an extension of the leave. The district shall send written notice to the principal of the scheduled date of return.

#### ***6-5-5 Reassignment - Current School Year***

A principal who returns within the 12-week limit of FMLA will be assigned to the same position. Principals who exceed the 12-week limit will be assigned to a comparable position. A principal returning the subsequent school year shall notify the office of human resources by February 1 of his/her intention.

#### ***6-5-6 Subsequent School Year Salary***

A principal returning from child care leave will be placed at the appropriate step of the salary schedule for the current year.

### ***6-6 Rules Governing Personal Leaves of Absence without Pay***

#### ***6-6-1 Service Requirement***

A minimum of two (2) consecutive years of employment shall be required to qualify for a personal leave of absence without pay, with the exception of military or child care leave.

#### ***6-6-2 Length of Leaves***

The duration of leaves without pay shall be for one (1) year with the option to apply for an additional year. If granted, the principal will not earn seniority during the leave.

#### ***6-6-3 Purpose***

Leaves without pay will be considered for the following purposes: study, educational employment in a foreign country, election or appointment to perform service in state or national organizations or appointment to an office in government, accompanying spouse on temporary assignment out of the area, travel, recuperation or other purposes approved by the School Board.

## ***6-7 Military Service***

### ***6-7-1 Military Leaves***

Principals shall be eligible for up to 15 days of military leave without loss of pay in accordance with Minnesota Statute 192.26. Additional unpaid leave may be granted in accordance with 6-6. Requests for such leave shall be submitted to the Executive Director of Human Resources by the principal upon receipt of such orders, but in no event more than two (2) work days following receipt of such orders.

### ***6-7-2 Involuntary Service***

Principals involuntarily called for military service shall receive credit for experience and seniority as if they had been on staff.

### ***6-7-3 Reserve Service***

Any principal who is a member of a reserve component of the armed forces who is required to perform active, full-time duty shall be granted leave from the principal's duties for such purpose.

## ***6-8 Extended Leaves of Absence***

The district may, at its discretion, grant extended leaves of absence consistent with Minnesota Statute 122A.46. Principals granted such leave shall be solely responsible for all retirement contributions. Approval of the School Board is required. Applications for extended leave must be received by the human resources office no later than February 1 of the school year prior to which it would apply. Exceptions to the February 1 deadline may be granted by the school district at its discretion.

### ***6-8-1 Qualifications***

To qualify, the principal must have been employed by District 281 for at least five (5) years and have at least ten (10) years of allowable TRA service and must have been a full-time employee the year prior to the granting of the leave.

### ***6-8-2 Purpose***

Since the intention of Minnesota Statute 122A.46 is to minimize the number of layoffs caused by declining enrollments, the district may grant leaves of absence primarily for qualified staff members to explore alternative careers.

### ***6-8-3 Time Limits***

Extended leaves of absence shall not exceed five (5) years in duration and may be granted only once.

### ***6-8-4 Reinstatement***

After the third year of an extended leave of absence, a principal shall have the right to be reinstated to a position for which the principal is licensed pursuant to Minnesota Statute 122A.46. A principal returning the subsequent school year shall notify the office of human resources by February 1 of his/her intention.

#### ***6-8-5 Seniority and Continuing Contract Rights***

Any principal who is reinstated to a principal position after an extended leave of absence pursuant to this section shall retain seniority and continuing contract rights in the employing district as though the principal had been a principal in the district during the period when the principal was on the extended leave.

#### ***6-8-6 Effect of Leave on Salary***

The years spent by a principal on an extended leave of absence shall not be included in the determination of the principal's salary upon the principal's return to a position as principal in the district. The credits earned by a principal on an extended leave of absence shall not be included in the determination of the principal's salary upon the principal's return to service in the district for a period equal to the time of the extended leave of absence.

#### ***6-9 Part-time Provision for Principals with 20 or More Years of Allowable Minnesota TRA***

The district may, at its discretion, grant such leaves in accordance with Minnesota Statute 354.66. Principals granted such leave shall be solely responsible for all retirement contributions. Approval of the principal's supervisor and the School Board is required. Applications for this type of part-time employment must be received by the district human resources office no later than February 1 of the school year prior to that to which it would apply. Exceptions to the February 1 deadline may be granted by the district at its discretion. Principals on such assignment shall continue to accrue full seniority in District 281.

#### ***6-10 Leaves of Absence with Pay - Sabbatical Leaves***

The School Board may grant at least one (1) sabbatical leave of absence per year to a principal in the principals' bargaining unit provided the program submitted meets the criteria set forth in the guidelines established by School Board policy. Leaves for less than one (1) year may be granted, but the total, during a principal's career, may not exceed one (1) year.

##### ***6-10-1 Qualifications***

Principals shall be eligible for a sabbatical leave after each seven (7) consecutive years of service in District 281. Time spent on authorized leave of absence neither contributes to nor interrupts the accumulation of consecutive years of service.

##### ***6-10-2 Time to Apply***

Applications for sabbatical leave must be made on forms available in the office of Superintendent on or before March 1. Successful applicants will be notified on or before May 1.

##### ***6-10-3 Salary***

The sabbatical salary for a full-time principal with seven (7) to ten (10) years of experience in District 281 shall be 50 percent and a full-time principal with ten (10) years or more, 60 percent of the salary to which the principal would be entitled for full-time work during the sabbatical year payable on the regular payroll schedule.



#### ***6-10-4 Requirements***

The principal will undertake a program which is designed to help him/her perform his/her professional duties upon return.

#### ***6-10-5 Supplemental Compensation***

Principals on sabbatical leave may augment their sabbatical salary with aids, fellowships, scholarships, or other stipends up to an amount which when added to the sabbatical salary will not exceed the amount of their basic salary.

#### ***6-10-6 Return Requirement***

The principal must agree to work as assigned in District 281 schools for two (2) years after the sabbatical leave or repay to the School Board the sabbatical salary received.

#### ***6-10-7 Benefits***

Principals on sabbatical leave shall continue to be eligible for hospitalization, life, dental insurance and long-term disability. The School Board will contribute the same amount as if the principal was on staff as a full-time employee.

#### ***6-11 Reassignment***

Principals returning from any authorized leave shall be entitled to a similar position providing such assignment is not in conflict with any other provisions of this contract.

#### ***6-12 Jury Duty***

Principals who are summoned for jury duty may serve such duty without loss of salary. A principal who receives such a summons must immediately contact the district human resources office for information pertaining to procedural steps to be taken. Principals called for jury duty shall suffer no loss in compensation from the school district. A copy of the jury duty check should be sent to the Payroll Department as proof of service.

### **ARTICLE VII**

#### **REASSIGNMENT, UNREQUESTED LEAVE OF ABSENCE AND REINSTATEMENT**

##### ***7-1 Introduction***

In the event a principal subject to this agreement must be reassigned or placed on unrequested leave because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, the following provision shall apply.

##### ***7-2 Seniority Determination***

Determination of seniority for purposes of reassignment or placement on unrequested leave shall be based solely on date of hire as a principal. The seniority date will be the date the assignment as principal as approved by the School Board. Principals will accrue seniority in the following classifications: elementary assistant principal, middle school and high school assistant principal, elementary principal, middle school principal or high school principal. For purposes of the order of reassignment, placement on unrequested leave and reinstatement of those principals with the same date of hire as a principal, ties shall be broken using the following criteria: 1) Date of hire to the district and 2) File folder number on file with the Minnesota Department of Education. The principal with the lowest file folder number will have seniority.

### ***7-3 Right to Reinstatement***

The unrequested leave of absence of a principal who is not reinstated shall continue for a period of five (5) years after which the right to reinstatement shall terminate. Principals will be rehired in the inverse order in which they were released, before any other applicants are considered.

### ***7-4 Rights and Seniority Outside the Association***

Any licensed member of the association who takes a position outside the association with District 281 and who later returns to status as a principal, shall retain all rights and seniority as the principal may have held at the time of the principal's transfer outside the association. No credit for seniority will be granted for the time spent outside the Principals' Association.

### ***7-5 Temporary Assignment***

Principals temporarily assigned to positions outside of the unit shall continue to be paid in accordance with the salary schedule attached hereto, and will continue to receive benefits in accordance with this agreement including the continual accrual of seniority.

## **ARTICLE VIII BASIC SCHEDULES AND RATES OF PAY**

### ***8-1 The Basic Salary Schedule Shall Have Seven (7) Steps***

The basic salary schedule shall have seven (7) steps for each of the principal categories. Each category will identify a specified number of duty days per contract year.

Elementary Head	225 days
Middle School Head	235 days
High School Head	235 days
Elementary Assistant	200 days
Secondary Assistant	225 days

#### ***8-1-1 Elementary Principal Flex Days***

With pre-approval from the Assistant Superintendent, elementary head principals may schedule up to five (5) non-work days at their daily rate of pay during the calendar year for days worked outside of the contracted days.

#### ***8-1-2 Professional Responsibility Stipend***

See memo of understanding for the 2019-2021 school years.

### ***8-2 Initial Placement on Salary Schedule***

The initial placement on the salary schedule shall be made at the time of the initial hiring. The placement shall be on a specific step.

### ***8-3 Salary Schedule***

The salaries for the 2019-2020 and 2020-2021 contract years appear on page 23.

## ARTICLE IX PRINCIPAL WELFARE

### ***9-1 Cafeteria Benefits***

The District will provide a cafeteria benefit amount listed below per full time principal. Each principal must enroll in at least a single health insurance plan under the district's group hospitalization/major medical insurance plan and the district's long-term disability plan. A principal may also elect to participate in the district's group dental insurance and/or the district's group life insurance plan of \$250,000, at the group rate plus the option to purchase additional coverage based on the carrier's rates and terms.

If an employee elects to purchase group insurance fringe benefits offered by the school district which results in monthly premium charges greater than the amount allocated to the employee's account pursuant to the above, any cost in excess of the monthly allocation shall be borne by the employee and paid by payroll deduction.

The employee will receive as additional salary any money allocated to the employee for that month which was not charged against the employee's account for purposes of benefit purchases in accordance with above.

Monthly allocation to employees for the purposes of purchasing insurance benefits shall cease on the first of the month following: 1) termination of employment with the district, if it occurs before the end of the school year, or 2) leaving on an authorized leave of absence, unless other provisions of this agreement make provision for continuance of the monthly allocation.

***9-1-1*** For full time principals who enroll in a Comprehensive Major Medical Insurance Plan with a single plan annual deductible of at least \$750 or a family plan annual deductible of at least \$1500, the district shall contribute a monthly VEBA amount as follows:

Effective	Cafeteria Plan	VEBA
January 1, 2020	\$1,405	\$45.84 per month
January 1, 2021	\$1,425	\$45.84 per month

### ***9-2 Insurance Limits for a Principal on Unpaid Leave***

The board shall allow the principal to continue to participate in benefit programs at no cost to the school district while the principal is on leave without pay unless prohibited by Minnesota Statutes or by the agency or company involved.

### ***9-3 Authorized Deductions***

Principals may individually and voluntarily authorize deductions for credit unions, Board-approved bank savings plans, tax-sheltered annuities, dues to professional organizations and district charitable giving options.

#### ***9-4 Mileage/Communication Allowances***

##### ***9-4-1***

Principals can file for mileage for school related business according to IRS and school district guidelines.

##### ***9-4-2***

Each principal will receive a \$1,000 allowance paid in full by October 31 to have a cellular phone available for school business. The allowance is to pay expenses for the purchase of a phone and monthly charges. Principals are to give their cellular phone numbers to their office staff and to designated Education Service Center staff. They are to have their cellular phone with them when away from their school buildings during school hours or at school related events.

#### ***9-5 Deferred Compensation***

The district will provide each principal up to \$2,500 for each of the 2019-2020 and for 2020-2021 school years in a deferred compensation match. The deferred compensation match will be paid in 24 payments bi-weekly at the rate of \$104.16. If a principal modifies or ceases his/her deferred compensation match contribution, it is the principal's responsibility to inform the benefits representative in Human Resources of the change.

#### ***9-6 Professional Growth and Support Stipend***

Principals will be provided \$1,000 each year for the purpose of developing leadership skills, mentorship, improving instruction and for other professional activities and technology. Expenditures will require pre-approval from the Assistant Superintendent. Stipends for technology may not be submitted during the year of planned separation from the district.

### **ARTICLE X UNUSED SICK LEAVE**

#### ***10-1 Payment for Unused Sick Leave***

For principals hired before July 1, 2005, and who chose to not participate in 10-1-1, the amount of pay shall be for the remainder of the unused sick leave up to a maximum of 30 days at the principal's daily rate of pay at the time of retirement. Salary shall be defined as contract salary amount and shall not include any additional compensation. Payment for unused accrued sick leave will be paid into a special pay deferral plan in December of the year in which the principal retires.

***10-1-1 Payment for Unused Sick Leave-For Principals Hired after July 1, 2005***

On an annual basis, principals hired after July 1, 2005, who have accumulated more than 65 days of a combination of unused annual sick leave and personal leave may surrender up to 15 days of combined sick and personal leave following their sixth year as a principal in the district. In return for those days, the individuals participating during that contract term (contract class), will receive their daily rate of pay times the number of surrendered days to be paid into a special pay deferral plan between July 1 and July 15 of the following fiscal year.

Each "contract class" of principals who will meet the requirements to participate in the Payment for Unused Sick Leave, 10-1, during each contract term will need to confer and agree to a payment structure prior to the ratification of each contract.

**ARTICLE XI**

**RETIREE - INSURANCE**

***11-1*** Any principal of District 281 who is a member of the District 281 major medical and hospitalization group plan, who has 15 years of full-time employment in the school district and hired prior to July 1, 2005, and who retires following the age of 55 may continue as a member of the group hospitalization/medical and dental insurance plan provided by the district.

For a principal receiving the cafeteria benefit, the maximum district contribution is determined at the time of retirement, but will not be more than the principal's cafeteria benefit at the time of retirement. If the monthly premium exceeds the maximum district contribution the principal must pay the additional amount. The maximum cafeteria benefit may be used for Single or Family medical and dental premiums.

***11-2*** The duration of this hospitalization/medical insurance contribution shall be eight (8) years (96 months) after the principal's retirement from the district. After the eight (8)-year period, the retired principal may continue in the group at no cost to the school district unless prohibited by the insurance carrier. When either the retired employee or the spouse of the retired employee become eligible for Medicare or another similar insurance coverage, he/she must participate in that supplemental insurance plan and the insurance benefits must be coordinated with Medicare of the other similar insurance plan. The district's contribution will not exceed the cost of the supplemental plan. After the eight (8)-year period, the retired principal may continue in the group at no cost to the school district unless prohibited by the insurance carrier.

***11-2-1*** Any head principal of District 281 who is a member of a District 281 medical plan, who is 55 years of age, and who retires and who was not able to accumulate 15 years of service will be granted medical and dental coverage from the district, at the rate of one (1) year of coverage for each year of service to the district. This coverage will be at the same dollar amount as was provided at the time of retirement. After accrued coverage expires, the principal may remain in the group at no cost to the district.

***11-2-2*** Principals hired after July 1, 2005, who leave the district, may continue in the group medical/dental plans with no cost to the district, unless prohibited by the insurance carrier.

## **ARTICLE XII INDEMNIFICATION**

The school district shall "indemnify" the principals in the conduct of their duties as specified in Minnesota Statutes Chapter 466.07, subdivision 1a. The School Board agrees to defend, hold harmless and indemnify principals against judgments of any amounts paid in settlement in connection with any claim or demand, if such claim, demand, judgment or amounts to be paid in settlement arises out of an alleged act or omission occurring in the course of their employment or performance of their duties. It is understood that this provision shall not apply to intentional acts or criminal offenses.

## **ARTICLE XIII DURATION AND EFFECT**

### ***13-1 Savings Clause***

If any provision of this agreement is or shall at any time be contrary to federal, state or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provision shall be subject to appropriate consultation and negotiation with the association.

### ***13-2 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.

### ***13-3 Effect***

This agreement constitutes the full and complete agreement between the School Board and the association representing the principals of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning the terms and conditions of employment clearly inconsistent with these provisions. Principals will be expected to report to work during a strike or work stoppage by any other employee groups.

### ***13-4 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 unless mutually agreed to by the parties.

### ***13-5 Term and Reopening Negotiations***

This agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021. If either party desires to modify or amend this agreement commencing on July 1, 2021, they shall give written notice of such intent no later than July 1, 2021.

**ARTICLE XIV  
COLLECTIVE BARGAINING AGREEMENT**

The School Board shall furnish a printed copy of this collective bargaining contract to each principal in the bargaining unit, four (4) contract weeks after the contract is signed. Fifteen (15) copies shall be furnished to the association.

IN WITNESS WHEREOF, the parties have executed this agreement as follows:  
**THE PRINCIPALS' ASSOCIATION OF DISTRICT 281**



Frederico Rowe (Nov 13, 2020 11:58 CST)

Frederico Rowe, President and Chief negotiator

**INDEPENDENT SCHOOL DISTRICT 281**



Amy O'Hern (Nov 13, 2020 10:45 CST)

Amy O'Hern, Executive Director of Human Resources

Nov 13, 2020

Dated



Gregory M. Hein (Nov 18, 2020 03:51 CST)

Executive Director of Business Services

Nov 18, 2020

Dated



David Boone (Nov 13, 2020 13:19 CST)

David Boone, Chair of the School Board

Nov 13, 2020

Dated



Pam Lindberg (Nov 14, 2020 10:54 CST)

Pam Lindberg, Clerk of the School Board

Nov 14, 2020

Dated

## PRINCIPALS' SALARY SCHEDULE

2019-2020

### Principals Salary Schedule

Step	Elem (225 Days)	Elem Asst (200 Days)	Middle (235 Days)	High (235 Days)	Sec Asst (225 Days)
1	115,371	94,140	123,488	127,738	112,595
2	118,145	97,143	126,324	130,010	115,371
3	120,923	98,940	129,160	133,697	118,145
4	123,697	100,734	131,995	137,380	120,923
5	126,475	102,533	134,832	141,069	123,697
6	129,248	104,330	137,667	144,754	126,475
7	129,884	104,843	138,344	145,467	127,096

Ph.D. 2,147

2020-2021

### Principals Salary Schedule

Step	Elem (225 Days)	Elem Asst (200 Days)	Middle (235 Days)	High (235 Days)	Sec Asst (225 Days)
1	116,525	95,081	124,723	129,015	113,721
2	119,326	98,114	127,587	131,310	116,525
3	122,132	99,929	130,451	135,034	119,326
4	124,934	101,742	133,315	138,754	122,132
5	127,740	103,559	136,180	142,479	124,934
6	130,540	105,373	139,044	146,202	127,740
7	133,131	107,464	141,802	149,104	130,274

Ph.D. 2,147



## **Memorandum of Understanding: Principal Stipend**

### **July 29, 2020**

The memorandum of understanding makes available to all head principals, assistant principals, principals on assignment and additional staff evaluated by the Principal's Evaluation Process during the 2019-2020 school year a one-time stipend totaling \$1600.00. The amount of the stipend is based on the rubric used for evaluation of school level administration.

The one-time full stipend was agreed upon by the members of the Robbinsdale Area School Principals Negotiation Team and the District Level Negotiation Team. The agreement only covers the 2019-2020 academic school year.

The principal stipend process will return to using a normal process for the 2020-2021 as outlined below.

#### **Performance Measure of Core Competencies**

The members of the RAPA (head and assistant principals as well as the principal for leadership development) will be given the opportunity to earn compensation as measured by Robbinsdale Area Schools' Principal Evaluation Model and approved by the **Assistant Superintendent or designee**. This model provides support for all principals through a process of professional growth and a growth mindset.

Principals are measured in the following core competency areas, which are derived from the Minnesota Competencies for all Administrative Licenses:

##### **Instructional Leadership**

- A principal sets high standards for the professional practice of instruction and assessment that result in high achievement and accountability for all learners.
- A principal is knowledgeable about the best curriculum and instruction as well as emerging education practices.
- A principal constantly refreshes this knowledge through ongoing professional development.
- A principal uses information, including student performance assessment data, to cause the creation of structures within the school designed to meaningfully hold all learners to high standards and to promote top achievement for all students.

##### **Cultural Leadership**

- A principal understands the important role of culture as a contributor to student and school success.
- A principal honors the positive traditions; artifacts, symbols, values, and norms of the school and community that result in a sense of identity and pride upon which to build a productive future.
- Cultural leadership involves understanding the school and its people, how they came to their current state, and how to connect with their traditions to move them forward to support the school's efforts to achieve individual and collective goals.
- A principal helps build a strong and positive sense of community in the school.

##### **Strategic Leadership**

- A principal creates conditions that result in the shared and strategic creation of the school's vision, mission, and goals in accordance with those established by the school district.
- A principal creates a climate of intellectual inquiry and informed opinions that challenges the school community to continually seek positive change by building on its core values and beliefs about both its preferred future and its high standards for all students.
- A principal acts on these core values and beliefs by developing strategic pathways to reach them.

#### **Managerial Leadership**

- A principal is an educational leader who proactively promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.
- A principal ensures that the school is a professional learning community by establishing and maintaining processes and systems that result in recruitment, induction, support, evaluation, development, and retention of high-performing staff.
- A principal also uses processes that facilitate remediation and/or removal of non-performing staff members.
- A principal engages in best professional practices targeted at student achievement and deploys budgets, schedules, staff, and other resources to secure best results for all students.

#### **Communications Leadership**

- A principal communicates purposefully with internal and external stakeholders.
- A principal is a facilitator and can employ conflict resolution and problem-solving strategies in a wide variety of situations and circumstances.
- A principal communicates clearly, appropriately, and effectively to different audiences and individuals.
- A principal actively listens and seeks to clarify the information and intent of other communicators in the school environment.

#### **School Community Leadership**

- A principal designs structures and processes that result in community engagement, support, and ownership.
- A principal understands the school community within the social and political context of the broader community.
- A principal proactively creates opportunities for parents/guardians, community, members, and business representatives to be involved in and shows support for the community's schools.

#### **Ethical and Professional Leadership**

- A principal works collaboratively with the school staff and community members to create a positive context for learning by ensuring equity, fulfilling professional responsibilities with honesty and integrity, and serving as a model for the professional behavior of others.
- A principal is knowledgeable about and acts in accordance with state and federal statutes as well as with school policy; said actions are consistently targeted to the well-being of the students and school community.
- A principal exemplifies high standards of professional practice and behavior.

Four core competencies will be selected by each principal. These competencies must be approved by the **Assistant Superintendent or designee**.


- A stipend of up to \$800 will be awarded for proficiency on the core competencies, based on the following rubric:

	Accomplished/Proficient	Developing Proficiency	Development Needed
Core Competency #1	\$200.00	\$100.00	\$0.00
Core Competency #2	\$200.00	\$100.00	\$0.00
Core Competency #3	\$200.00	\$100.00	\$0.00
Core Competency #4	\$200.00	\$100.00	\$0.00

- Individual principals in buildings will receive an additional stipend of up to \$800 based upon achieving key performance indicators (KPIs):
  - Building improvement on State Math Assessment (\$200 maximum)
    - \$200 for building achieving 3 percentage points or better improvement

- \$100 for building achieving improvement of 0 to 2.99 percentage points
  - Building improvement on State Reading Assessment (\$200 maximum)
    - \$200 for building achieving improvement of 3 percentage points or better
    - \$100 for building achieving improvement of 0 to 2.99 percentage points
  - Building improvement on State Science Assessment (\$200 maximum)
    - \$200 for building achieving improvement of 3 percentage points or better
    - \$100 for building achieving improvement of 0 to 2.99 percentage points
  - District-wide improvement on State Reading Assessment (\$200 maximum)
    - \$200 for district-wide 3 percentage points or better improvement
    - \$100 for district-wide improvement of 0 to 2.99 percentage points
- Principal for Leadership Development will receive an additional stipend of up to \$800 based upon achieving key performance indicators (KPIs):
    - Elementary reduction in out of school suspensions district-wide
      - \$200 for building achieving 3 percentage points or better improvement
      - \$100 for building achieving improvement of 0 to 2.99 percentage points
    - Middle school
      - \$200 for building achieving 3 percentage points or better improvement
      - \$100 for building achieving improvement of 0 to 2.99 percentage points
    - High School
      - \$200 for building achieving 3 percentage points or better improvement
      - \$100 for building achieving improvement of 0 to 2.99 percentage points
    - Overall district-wide reduction in out of school suspensions
      - \$200 for building achieving 3 percentage points or better improvement
      - \$100 for building achieving improvement of 0 to 2.99 percentage points

Frederico Rowe

  
 Frederico Rowe (Nov 13, 2020 11:58 CST)

President of Principals Association

Amy O'Hern

  
 Amy O'Hern (Nov 13, 2020 10:45 CST)

Executive Director of Human Resources