

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 12  
Centennial Public Schools**

**and**

**CENTENNIAL PRINCIPALS' ASSOCIATION  
Circle Pines, Minnesota 55014**

**Effective July 1, 2021 through June 30, 2023**

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## ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School District of Independent School District No. 12 (hereinafter referred to as the School Board or School District) and the Centennial Principals (hereinafter referred to as Exclusive Representative or Association) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for employees under this Agreement during the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Association as the Exclusive Representative for all employees in the following appropriate unit, as certified by the Bureau of Mediation Services in Case No. 75-R-541-A:

All principals and assistant principals employed by School District No. 12, Circle Pines, Minnesota, who are required to be and are certified by the State Licensing Board and who are employed for more than 14 hours per week and for more than 100 workdays per year, excluding superintendent, assistant superintendent, confidential employees, supervisors who are not required to be certified by the State Board of Education and all other employees.

As used in this Agreement, an "employee" is any person who is included in the appropriate unit.

## ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment mean the hours of employment, the compensation therefore, including fringe benefits and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of Section 179A.06 regarding the rights of public employers and the scope of negotiations.

Section 2. School District: Any reference to the School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not

limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School District to efficiently manage 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 and all management rights and functions not expressly delegated in this Agreement are reserved to the School District.

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that the School Board, employees and this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of state and federal governmental agencies.

## ARTICLE V EMPLOYEE RIGHTS

Section 1. Right To Views: Nothing contained in the Agreement shall be construed to limit, impair or effect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment.

Section 2. Right To Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the exclusive representative. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twelfth (1/12) of such dues from each regular salary check of the employee each month for six (6) months, beginning in September and ending in June of each year. Deductions for employees employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Deductions shall be made each month and transmitted to the exclusive representative together with a list of names of the employees from whose pay deductions were made.

Section 4. Personnel Files: Pursuant to M.S. 122A.40, Subd. 9, as amended, all evaluations and files relating to each individual employee shall be available during regular school business hours to each individual employee upon his/her reasonable written notice to the Superintendent. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein, provided however, the School District may destroy such files as provided by law.

Section 5. Meet and Confer: The School District shall, upon request, meet and confer with the Exclusive Representative pursuant to P.E.L.R.A.

Section 6. Official Business of the Exclusive Representative: The School District shall afford reasonable time off, without pay, to elected officers or appointed representatives of the Association for the purposes of conducting the duties of the Association and shall, upon request, provide for unpaid leaves of absence to elected or appointed officials of the Association.

Section 7. Strikes and Work Stoppages: The employees covered by this Agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves to be on duty for the purpose of carrying out School District Policy, assigned duties and insuring the safety of personnel and property. In no event will the compensation for employees be halted or suspended due to strikes or work stoppages of other district employees. However, in the event of an extended strike or work stoppage, the School District may elect to schedule employees on vacation to the extent of earned vacation.

## ARTICLE VI DUTY YEAR AND HOLIDAYS

Section 1. Duty Year: The School District shall establish the calendar and duty days for each school year and the employees shall perform services on such days as determined by the School District. The duty days for employees under this Agreement shall be 223 duty days per year.

Section 2. Emergency Closings: In the event a duty day is lost for any emergency, the employee shall perform duties on such other day in lieu thereof as the School District or its designated representative shall determine.

Section 3. Deduction for Absence: Employees absent in excess of leave provision during the school year shall have their salary reduced by the fractional amount of 1/260 of their total annual salary.

## ARTICLE VII BASIC COMPENSATION

Section 1. Contract Year: Employees under this Agreement shall be compensated pursuant to Schedule A, attached hereto and a part of this Agreement.

## ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District. The Board will meet and confer with the Exclusive Representative on this matter.

Section 2. Medical-Hospitalization Insurance: The School District shall contribute a monthly maximum toward the cost of coverage as follows:

MONTHS	SINGLE	FAMILY	EMPLOYEE+1
July 1, 2021-December 31, 2021	\$869.00	\$2,265.00	\$1,956.00
January 1, 2022-December 31, 2022	\$904.00	\$2,356.00	\$2,035.00
January 1, 2023-June 30, 2023	\$927.00	\$2,415.00	\$2,086.00

The cost of the premium not contributed by the School District, if any, shall be borne by the employee and paid by payroll deduction. In order to be eligible for this contribution, the employee must be qualified for and enrolled in the group plan. If the employee is enrolled in a high deductible plan and the total monthly cost of the plan is less than the School District contribution, the difference between the actual cost and contribution will be deposited into the employee's School District Health Savings Account sponsored plan.

**Section 3. Income Protection:** All eligible employees shall be required to enroll in the school district income protection group insurance program. The School District shall pay the full cost of the premium.

**Section 4. Life Insurance:** The School District shall pay for the total cost of a \$200,000 group life insurance plan for each eligible employee of the unit. In order to be eligible for this contribution, the employee must be qualified for and enrolled in the group plan. Employees may purchase additional life insurance coverage at their expense as permitted by the terms of the insurance policy and as provided.

**Section 5. Dental Insurance:** The School District shall contribute \$31.00 per month toward the total cost of the single premium and \$99.00 toward the cost of the family premium. The cost of the premium not contributed by the School District, if any, shall be borne by the employee and paid by payroll deduction. In order to be eligible for this contribution, the employee must be qualified for and enrolled in the group plan.

**Section 6. Liability Insurance:** The School District will maintain in force an insurance policy providing comprehensive general liability insurance and a separate policy providing coverage for errors and omissions that names employees as insured. The School District will maintain coverage at all times unless coverage cannot be purchased.

**Section 7. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article is intended to describe coverage generally and benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 8. Post-Retirement Health Care Savings Plan:**

**Subd. 1 Eligibility:** Employees in their 4<sup>th</sup> year of service in the Centennial School District shall be eligible to participate in the post-retirement health care savings plan as per the schedule in Subd. 5.

Subd. 2. Program Year and Employee Contribution: All eligible employees shall contribute the monthly amounts as per the matching schedule in Subd. 5. The plan year shall be defined as January 1<sup>st</sup> through December 31<sup>st</sup>.

Subd. 3. School District Contribution: Eligible employees will receive a monthly dollar contribution from the School District as per the matching schedule in Subd. 5.

Subd. 4. Selection of the Plan: Contributions by the employee and School District may be made only to the Minnesota State Retirement System Post Retirement Health Care Savings Plan.

Subd. 5. Matching Schedule:

<u>Employee Experience</u>	<u>Employee Monthly Contribution</u>	<u>School District Monthly Contribution</u>
In 4 <sup>th</sup> year through severance	\$250.00	\$300.00
Maximum School District Career Contribution for this section will be \$40,000.		

Subd. 6 Claims Against the School District: The parties agree that any description of benefits contained in this article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the Minnesota State Retirement System Post Retirement Health Care Savings Plan, applicable federal, state or local laws, rules or regulations. It is further understood that the School District's only obligation is to contribute such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of the plan by any agency of the federal, state or local government.

Section 9. Duration of Insurance Contributions and Continued Participation in Insurance Plans: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by Independent School District 12. Upon termination of employment, all School District contributions shall cease effective on the last working day. Employees eligible and participating in the medical-hospitalization plan and/or dental plan, whose employment is terminated with School District 12, shall be entitled to remain in the School District group health-hospitalization and/or dental plans. The employee shall pay the full cost of coverage for which the employee is eligible and enrolled.

Section 10. Single Group Health Insurance Salary Supplement for Employees Hired Before July 1, 2012: The School District shall make a \$1,033.33 per month payment effective July 1, 2019 through June 30, 2021 to any employee enrolled in the School District group single insurance during the affected period who was hired before July 1, 2012. If the employee is terminated from employment in the School District, payments shall cease the month following the date of termination. If the employee switches from single coverage to family or employee plus one and then re-enrolls in single coverage, the employee will not be eligible for the salary supplement. The payment shall not be included as salary reported to the Teacher Retirement Association and it shall be subject to all state and federal withholdings. All of the payment shall be made into the employee's 403(b) plan.

ARTICLE IX  
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time employees shall earn sick leave at the rate of fifteen (15) days (1.25 days per month) for each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. The amount of accrued sick leave prior to that date shall be calculated based on fifteen (15) days for each year of service within the district prior to that date, less days actually used.

Subd. 2. An employee in the School District shall be permitted to utilize their annual fifteen (15) day accrual for the current year, in advance of accrual, if they have performed their duties for at least ten (10) working days of the current contract year. In the event that such sick leave days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that an employee who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, they shall be liable to the School District for any sick leave pay advanced beyond their earned accrual.

Subd. 3. Unused sick leave days may accumulate to a maximum credit of 215 days of sick leave per employee.

Subd. 4. Sick leave pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented their attendance at school and performance of duties on that day or days.

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

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Sick leave pay shall be approved only upon submission of a request through the district leave request process.

Subd. 7. When an employee is injured on the job in the service of the School District and collecting compensation insurance as well as drawing on sick leave and receiving full salary from the School District, their salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from their accrued sick leave.

Subd. 8. Use of sick leave with pay to care for family members who are ill or injured will be granted in accordance with Minn. Stat. § 181.9413 as amended. Family members covered by Minn. Stat. § 181.9413 include minor and adult children, a spouse, sibling, parent, grandparent, or stepparent. Leave can be used no more than 160 hours in any 12-



month period. Any amendments to the definition of family members covered by Minn. Stat. § 181.9413 shall be incorporated into the Master Agreement upon the effective date of the amendment.

## Section 2. Accumulated Unused Sick Leave Pay:

Subd. 1. Eligibility: This section shall apply to all employees who have completed five (5) continuous years of administrative service in Centennial School District. Employees hired after July 1, 2017 will not be eligible for this benefit.

Subd. 2. Accumulation: Eligible employees, those hired prior to June 30, 2017, may accumulate an annual maximum of twelve (12) days of accumulated unused sick leave credit towards sick leave pay. Annual accumulation shall be retroactive to the first year of service in Centennial School District. The maximum number of accumulated unused sick leave credits shall be one hundred ninety (190) days. Employees may sell up to 40 days per year as long as they have a minimum of 100 days remaining in their sick leave balance. Employees cannot sell more than 190 days over their career. 100% of the payment will be deposited in the employee's 403(b) plan.

Subd. 3. Calculation of Payment: Eligible employees will receive an amount obtained by multiplying the employee's unused sick leave day's credits (up to the maximum allowed) on the date of resignation times the employee's annual salary (on the date of resignation) divided by two hundred seventeen (217) days. The daily rate of pay shall include base salary, experience compensation and training. The daily rate of pay shall not include any additional compensation for extra-curricular activities, extended employment or other compensation including single group health insurance salary supplement.

Subd. 4. Payments: 100% of the accumulated unused sick leave payment will be deposited in the employee's 403(b) plan within 30 days after acceptance of the employee's resignation by the school board. It is the responsibility of the employee that they do not exceed the IRS contribution limits to the 403b account. The general limits for 2019 are \$19,000 (\$19,500 for 2020) for employee elective salary deferrals and \$56,000 (\$57,000 for 2020) for all employer contributions and employee elective deferrals. If an employee eligible for accumulated unused sick leave pay dies while employed by the School District, the employee's named beneficiary shall receive the employee's full payment. Employees shall be required to keep on file in the Human Resources Office a written beneficiary directive.

## Section 3. Bereavement Leave:

Subd. 1. Up to but not exceeding five (5) days with full pay shall be allowed for absence due to death of a member of the employee's immediate family.

Subd. 2. The immediate family is defined as father, mother, sister, brother, spouse, son, daughter, father-in-law, mother-in-law grandparents, grandchildren, all in-laws, aunts, uncles, nieces and nephews.

#### Section 4. Personal Leave:

Subd. 1. An employee will be granted a leave of two (2) days per year, accumulative to three (3) days.

Subd. 2. Requests for personal leave must be made to the Director of Human Resources at least five (5) working days in advance, except in cases of emergency. The employee will receive a response from the Director of Human Resources within three (3) days after receipt of the request for leave. If the request is denied, the response shall include reasons for the denial. The School District reserves the right to refuse to grant such leave if, under the circumstances involved, the School District determines that such leave should not be granted.

Subd. 3. Personal leave normally shall not be granted for the day preceding or the day following holidays or vacations, and the first five (5) days and the last (5) days of the school year.

#### Section 5. Non-Duty Day Leave:

Subd. 1. Employees may be granted a maximum of eight (8) non-duty days during the teachers' contract year. Not more than five (5) of the non-duty days may be taken consecutively.

Subd. 2. Requests for non-duty day leave must be made to the Director of Human Resources at least five (5) working days in advance, except in cases of emergency. The employee will receive a response from the Director of Human Resources within three (3) days after receipt of the request for leave. The School District reserves the right to refuse to grant such leave if, under the circumstances involved, the School District determines that such leave should not be granted.

Subd. 3. Non-duty day leave normally shall not be granted for the day preceding or the day following holidays or vacations and the first five (5) and the last five (5) days of the school year.

Section 6. Jury Duty: Any employee who is called to serve on jury duty shall be provided leave with pay for each day of required jury duty service. The employee shall notify the Director of Human Resources of the dates of pending absence as soon as possible following notice of jury duty service, but in no event later than one (1) week prior to commencing jury duty service. The employee shall reimburse to the School District any per diem paid to a juror by the court for jury duty service, except that the employee shall retain any mileage and meal allowance paid by the court.

#### Section 7. Family Leave:

Subd. 1. A family leave shall be granted by the School District subject to the provisions of this Section. Family leave shall be granted because of the need to prepare and/or provide parental care for a child or children for the employee for an extended period of time.

Subd. 2. An employee making application for family leave shall inform the Director of Human Resources in writing of the intention to take the leave at least three (3) calendar months before the beginning of the intended leave, except in emergency situations. The application shall include the beginning date and the tentative return date of the family leave. The Director of Human Resources shall consult with the employee regarding the ending date of the leave and may make moderate adjustments in the ending date. A moderate adjustment is defined to mean an adjustment of no more than ten (10) working days on either side of the date desired by the employee. The beginning date may be changed by the employee in cases of emergency.

Subd. 3. If the reason for the family leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. Family leave may be taken following the utilization of sick leave and/or long-term disability due to pregnancy, delivery and recovery.

Subd. 4. In approving a family leave of absence, the School District shall not be required to grant a leave in combination with any other paid or unpaid leaves of absence of more than twelve (12) months in duration or permit the employee to return to his/her employment prior to the date designated in the initial application for the family leave, unless a different date of return is mutually agreed upon by both parties.

Subd. 5. An employee returning from family leave shall be re-employed in a position which he/she held before the leave.

Subd. 6. Failure of the employee to return pursuant to the date determined under this Section may constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.

Subd. 7. An employee who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subd. 8. Leave under this Section shall be without pay or fringe benefits.

## Section 8. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to employees in this unit in the School District for the purpose of professional improvement subject to the conditions established by the School Board and subject and pursuant to M.S. 122.49.

Subd. 2. To be eligible for sabbatical leave an individual must have been employed at least seven (7) years in the School District.

Subd. 3. Sabbatical leave for study shall be limited to an individual centering his/her study in their area of employment in the School District and shall not be used for retraining in a new area unless at the request of the School Board.

Subd. 4. The proposed program of study must be approved in advance by the Superintendent of Schools and the School Board and such program of study shall be in formal educational course credits.

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the Superintendent of Schools at the earliest possible date, but in no case shall this be after January 1st of the year preceding the school year in which the leave is sought.

Subd. 6. The granting of sabbatical leave is purely within the discretion of the School Board and the School District reserves the right to refuse to grant any and all sabbatical leaves, if, in the judgment of the School Board such leaves should not be granted.

Subd. 7. The allowance granted to an employee on sabbatical leave shall be one-half (1/2) of the basic contract salary (not including any extra-curricular pay) of the individual for the school term in which the application for sabbatical leave is made.

Subd. 8. An employee who is granted a sabbatical leave must return to service in the School District for two (2) full years following the termination of the leave. If the employee's service is discontinued for any reason other than the individual's incapacity determined by a physician, or by discontinuance of position by Board action, before the expiration of the two (2) years, he/she shall pay back to the School District, a pro-rated portion of the cost of the leave calculated at a daily rate.

Subd. 9. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried and all other details surrounding the program.

Subd. 10. If, in its discretion, the School Board grants a sabbatical leave it may be contingent upon the ability of the School District to secure a satisfactory substitute.

Subd. 11. The School District reserves the right to rescind a sabbatical leave approval in the event of an emergency.

Subd. 12. Upon satisfactory completion of a sabbatical leave the individual shall be assigned to a position commensurate with the one they occupied prior to the leave.

Subd. 13. An employee on sabbatical leave shall retain such amount of sick leave days and other accrued benefits which they had accrued, if any, at the time they went on sabbatical leave for the use upon their return pursuant to the sick leave policy. No additional sick leave shall accrue for the period of time that an employee is on sabbatical leave.

Subd. 14. An employee is eligible to continue their group insurance benefits, including School District contribution, pursuant to Article VIII of this Agreement, providing the employee makes arrangements to remit to the School District the employee's share, if any, of any premiums on such benefits, as due.

Section 9. Short-Term Academic Study Leave: The employee may be granted an academic study leave, at the discretion of the Superintendent. The purpose of the leave must be for attending college classes, seminars or educational events related to the professional enrichment of the employee. If the leave request is for less than five (5) days, the days are to be subtracted from the employee's unused personal leave days and/or vacation days. If the request is for five to seven (5-7) days, four (4) days will be donated by the district and the remaining days will be deducted from the employee's unused personal leave days and/or vacation days. If the request is for eight (8) days or more, four (4) days will be donated by the district and the remaining days shall be deducted from the employee's unused personal leave days and/or vacation days. Under no circumstances will the employee be allowed to have the district donate more than four (4) days per year towards the short-term academic study leave.

Section 10. Personal Injury on Duty Leave: Principals disabled as a result of any injury while acting in an official capacity for the School District, will not be charged with loss of sick leave benefits for the length of time required for recovery nor for any recurrence thereof. This provision will be coordinated with the district's workman compensation benefits.

Section 11. Medical Leave:

Subd. 1. A continuing contract employee who is unable to perform his/her duties because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave and request for renewal shall be accompanied by a written doctor's statement.

Subd. 2. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume their normal responsibilities.

Section 12. Insurance Application: An employee on leave under Section 5 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District.

Section 13. Accrued Benefits: An employee on leave of absence under Section 5 of this Article shall retain such amount of sick leave days, experience credit for pay purposes and other accrued benefits, if any, at the time they went on leave for use upon their return. No additional sick leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

Section 14. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Agreement, shall continue to accrue seniority during such leaves of absence.

Section 15. Cancellation of Leave Benefits: Upon termination of an employee's employment, for any reason, all leave benefits, current or cumulative, shall be immediately and automatically canceled.

## Section 16. Application of Fringe Benefits and Leave Provisions:

Subd. 1. For purposes of this Agreement it is understood and agreed by the parties that fringe benefits and leave provisions apply to regularly contracted personnel who are regularly employed during the regular school year at least forty (40) hours per week and such benefits shall not apply to personnel employed on an hourly basis or less than forty (40) hours per week except as provided under Section 10, Subd. 2.

Subd. 2. Any fringe benefit provision provided to an administrator that works less than forty 40 hours per week shall require prior written approval of the affected administrator, C.P.S.A. representative and School District.

## ARTICLE X GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee or a group of employees resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representation: Any employee, the Association, or the School District may be represented at any stage of the grievance procedure by any person or agent designated by such party to act in their behalf provided that the grieving party is present.

## Section 3. Definitions and Interpretations:

Subd. 1. The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.

Subd. 2. An "aggrieved employee" or "grievant" is the employee or employees making the claim.

Subd. 3. The time limits provided in the grievance procedure shall be strictly observed but may be extended by written agreement of the parties concerned.

Subd. 4. Reference to "days" regarding time periods in this procedure shall refer to calendar days, exclusive of Saturdays, Sundays and holidays designated by state law.

Subd. 5. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default from 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, Sunday or legal holiday.

Subd. 6. The filing or service of any notice or document herein shall be timely if it is personally serviced or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 7. A form which must be used for filing of grievances shall be provided by the School District (Attachment B). Such form shall be readily accessible in all school buildings.

Section 4. Adjustment of Grievance, Time Limitation and Waiver: The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner: if an employee believes there has been a grievance, they shall discuss the matter with the responsible administrator in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing, setting forth the facts and the specific provisions of the Agreement allegedly violated, and the particular relief sought. An alleged grievance must be presented in writing as promptly as possible and within twenty (20) days of the occurrence of the act or within twenty (20) days after the employee acquired or should, through the use of reasonable diligence, have acquired knowledge of the alleged violation. Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

Subd. 1. Level I: The written grievance, signed by the employee involved must be presented to the Director of Personnel within the time limits provided in Section 4. The responsible administrator shall meet with the employee within seven (7) days after receipt of the written grievance and give a written answer to the grievance within five (5) days of the meeting. The employee has five (5) days in which to either accept the answer or appeal it in writing to the next level.

Subd. 2. Level II: If the grievance has not been resolved in Level I, it may then be processed to Level II by presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within ten (10) days after receipt of the written appeal to discuss the problem with the employee. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit a written answer to the grievant. The employee has five (5) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the Office of the Superintendent.

Subd. 3. Level III: If the grievance has not been resolved at Level II, the grievance may be presented to the School Board for consideration. The School Board, or a committee or representative(s) thereof shall, within fifteen (15) days, meet to hear the grievance. After this meeting, the Board shall have a maximum of fifteen (15) days in which to answer the grievance in writing. If the matter is not resolved at this level, the employee has ten (10) days in which to either accept the answer or appeal it to arbitration by filing such appeal in the Office of the Superintendent. The School Board reserves the right at its own instance to review any decision under Level I or Level II of this procedure, provided the School Board serves such notice within fifteen (15) days after the decision is issued. In the event the School Board reviews a grievance under this subdivision, the School Board reserves the right to affirm, reverse or modify such decision. In the event a committee or representative(s) of the School Board hear the grievance, such committee or

representative(s) shall submit to the School Board its findings and recommendations for the School Board decision.

Subd. 4. Denial of Grievance: Failure by the School District to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level. This shall not negate the obligation of the School District to respond in writing at each level of this procedure.

Subd. 5. Step 3 Waiver: Provided both parties agree in writing, Subd. 3 of this grievance procedure may be by-passed and the grievance taken directly to arbitration.

## Section 5. Arbitration:

Subd. 1. Procedure: In the event that the parties are unable to resolve a grievance it may be submitted to arbitration as defined herein.

Subd. 2. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this 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 after five (5) days, either party may request the P.E.R.B. to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, provided such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after receipt of said request. Failure to request an arbitrator from the P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.

### Subd. 3. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall include the following:
  - (1) The issues involved.
  - (2) Statement of the facts.
  - (3) Position of the grievant.
  - (4) The written documents relating to Section 4 of this Article.
- b) The School District shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by Association Representative(s) and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses and make oral or written arguments relating to the issues before the arbitrator.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her



shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the Act.

Subd. 6. 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. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 7. Restriction on Arbitrator: The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

## ARTICLE XI UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

### Section 1. Placement on Unrequested Leave of Absence.

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefit, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. In the event a principal and/or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations or merger of classes by consolidation the provisions of M.S. 122A.40, as amended, shall apply.

Subd. 2. Seniority Date; Seniority date for principals should be the first day of service in the bargaining unit as stated on the seniority list.

Subd 3. In the event of a staff reduction, the district may place assistant principals and/or principals will be placed in unrequested leave of absence in the reverse order in which they were hired according to category. The categories are: high school principal, middle school principal, elementary school principal and assistant principal. Nothing in this language allows a principal to receive a promotion during the unrequested leave of absence process. Principals and/or assistant principals may assert a seniority right into a position that is not promotional.

Subd 4. Ties: In the event of a staff reduction, action affecting employees whose first date of employment commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall be at the discretion of the School District based upon criteria including: performance, training, experience and skills in special assignments.

Subd. 5. Principals placed on ULA have the right to return to other positions requiring a license in the district for which they are licensed and for which they are senior.

## Section 2: Reinstatement.

Subd. 1. Principals and/or assistant principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. When placed on unrequested leave, a principal and/or assistant principal shall file name and address with the school district Human Resources Office to which any notice of reinstatement or availability of position shall be mailed. It shall be the responsibility of any principal and/or assistant principal on unrequested leave to provide for forwarding of mail or for address changes.

Subd. 3. No appointment of a new principal and/or assistant principal shall be made while there is available, on unrequested leave of absence, a principal and/or assistant principal who is properly licensed to fill such vacancy. The principal and/or assistant principal's right to reinstatement shall terminate if the principal and/or assistant principal fails to file with the board by April 1 of any year a written statement requesting reinstatement.

Subd. 4. If a position becomes available for a principal and/or assistant principal on unrequested leave, the school district shall mail the notice to the principal and/or assistant principal on unrequested leave certified for such position to the last known address provided by the principal and/or assistant principal. The principal and/or assistant principal will be asked to respond in fifteen (15) days whether or not they will accept such position if the order of seniority makes them eligible for the position. Failure to reply in writing within such fifteen (15) day period shall constitute waiver on the part of such principal and/or assistant principal regarding the position offered.

Subd. 5. The unrequested leave of absence of a principal and/or assistant principal who is not reinstated shall continue for a period of three (3) years from the date of the principal and/or assistant principal's unrequested leave of absence began or until the principal and/or assistant principal fails to respond within fifteen (15) days of the date of notification or until the principal and/or assistant principal submits in writing a request to be removed from the recall list, whichever occurs first.

## ARTICLE XII EMPLOYEE TRANSFER AND ASSIGNMENT

Section 1. Transfer: An employee may make a request for a transfer to a different assignment prior to March 1 of each school year. The request shall be in writing and shall be directed to the Superintendent on forms furnished by the School District. A request for transfer shall be affected if recommended by the Superintendent and approved by the School Board.

## ARTICLE XIII MISCELLANEOUS

### Section 1. Professional Development:

Subd 1. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other agencies when

attendance thereof is required or directed in accordance with established School District policy or practice.

Subd 2. Other Professional Development:

1. The School District shall annually reimburse each employee a maximum of \$2,000 towards the cost of Superintendent/designee pre-approved graduate tuition, attendance at a national conference or other appropriate professional development opportunities.
2. The employee may carry over the annual value of the reimbursement over a three (3) year period for a maximum total value of \$6,000.
3. If the employee reaches the maximum of \$6,000, the employee will not be eligible for future \$2,000 annual reimbursements until the maximum of \$6,000 has been requested for reimbursement.

Section 2. Professional Dues: The school district shall pay a maximum of \$1,000.00 annually for each employee's professional state and/or national organizational dues.

Section 3. 403(B) Program:

Subd. 1. Eligibility: Full-time employees shall be eligible to participate in the 403B matching program.

Subd. 2. Program Year and Election: Each year, the employee may elect to participate in the program. Election forms will be provided to the employee by the human resources office. The program year shall be defined as July 1<sup>st</sup> through June 30<sup>th</sup>. Employee elected contributions may not be changed during the program year.

Subd. 3. School District Matching Payment: Eligible employees may elect to receive a dollar match from the School District for each dollar the employee elects to contribute to the 403B program. The total School District program year match shall be a maximum of \$3,000. The employee's total elected contribution shall be made through paycheck deduction, and the deductions shall be equally divided among the employee's regular paychecks beginning July 15<sup>th</sup> each program year the employee elects to participate.

Subd. 4. Selection of Investment Company: Contributions by the employee and School District may be made only to the School District approved 403B investment companies. Once the employee elects an investment company, the election shall remain in full force unless the employee notifies the human resources office in writing of a desire to change investment companies. All written investment company change requests must be received in the human resources office no later than June 15<sup>th</sup> preceding the next program year.

Subd. 5. Costing in the Contract Settlement: The School District total matching contributions shall be included as part of the total contract settlement package costs.

Subd. 6. Claims Against the School District: The parties agree that any description of benefits contained in this article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the 403B program and any

applicable federal, state or local laws, rules or regulations. It is further understood that the School District's only obligation is to contribute such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of a 403B program by any agency of the federal, state or local government.

Subd. 7. Duration of School District Contributions: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by Independent School District #12. Upon termination of employment, all School District contributions shall cease effective on the employee's last working day.

Section 4. Communication Allowance: The district will provide for the use of a cellular phone by each Principal per district policy and practice for school business. Principals are required to have their cellular phone with them when away from their district building during working hours or at district related events.

#### ARTICLE XIV DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2021 through June 30, 2023. In the event a successor Agreement is not entered into prior to the commencement of the July 1, 2023 contract year, an employee shall be compensated pursuant to the last individual contract executed between the employee and the School District until such time as a successor Agreement is reached. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2023 it shall give written notice of such intent no later than March 1, 2023 and shall furnish to the School District no later than June 1, 2023 a complete proposal and any requested changes desired in contract language.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees 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 terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions 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.

Section 5. Publication of the Agreement: Copies of this Agreement shall be provided, at District expense, to all members of the appropriate unit within thirty (30) working days after the Agreement is executed. Further, the Board shall furnish five (5) copies of the Agreement to the Association for its use.

Section 6. Individual Contracts: Individual contracts issued to employees shall not be inconsistent with the provisions of this Agreement.

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

FOR:

Centennial Principals' Association  
Circle Pines, MN



Negotiator



Negotiator

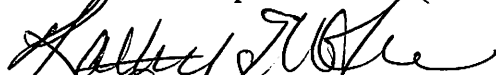
Dated this 6<sup>th</sup> day of  
December, 20 21

FOR:

Independent School District No. 12  
Circle Pines, MN



School Board Chairperson



School Board Clerk

Dated this 6<sup>th</sup> day of  
December, 20 21

## SALARY SCHEDULE A

### Section 1. Salary Schedule.

Position	2021-2022 Salary	2022-2023 Salary
High School Principal	\$145,881	\$148,799
Middle School Principal	\$139,335	\$142,122
Elementary Principal	\$132,789	\$135,444
High School Assistant Principal	\$122,317	\$124,764
Middle School Assistant Principal	\$119,697	\$122,764

### Section 2. Experience.

In addition to salary, administrators shall be paid the following annual pay for years of experience in Centennial School District #12.

#### Years of Experience

#### Annual Amount

	<u>2021-2022</u>	<u>2022-2023</u>
In the 4 <sup>th</sup> Year Through the 5 <sup>th</sup> Year	\$3,000	\$3,500
In the 6 <sup>th</sup> Year Through the 9 <sup>th</sup> Year	\$3,500	\$4,000
In the 10 <sup>th</sup> Year Through the 15 <sup>th</sup> Year	\$4,000	\$4,500
In the 16 <sup>th</sup> Year Through the 19 <sup>th</sup> Year	\$4,500	\$5,000
In the 20 <sup>th</sup> Year Through the 24 <sup>th</sup> Year	\$5,000	\$5,500
After the 25 <sup>th</sup> Year	\$5,500	\$6,000

### Section 3. Training.

In addition to salary, administrators shall be paid \$750 annually if the administrator has earned a doctoral degree in school administration. If the administrator earns their doctoral degree in school administration after the start of the contract year, the \$750 annual payment will be prorated for the remainder of the contract year in which the doctoral degree was earned.

Section 4. Years of Experience and Training compensation will be reported to the Teacher Retirement Association and shall be subject to all state and federal withholdings.

Section 5. Responsibility Factor. Head Principals will receive \$1 per October 1 (of the previous year) student enrollment in building with a minimum of \$500. Principals will receive \$.50 per October 1 (of the previous year) student enrollment in building with a minimum of \$500.

**SCHEDULE B**  
**GRIEVANCE REPORT FORM**  
**Centennial Public Schools**

**Name:** \_\_\_\_\_ **Building:** \_\_\_\_\_

**Date Grievance Occurred:** \_\_\_\_\_

**Statement of Facts:**

**Specific Provisions of Agreement Allegedly Violated:**

**Particular Relief Sought:**

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

\_\_\_\_\_  
**Signature of Grievant**

**Copies to: Superintendent**  
**Principal**  
**Association**