

Labor Agreement

Between

Independent School District 622

And

North St. Paul-Maplewood-Oakdale
Principals' Association

July 1, 2021 – June 30, 2023



School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

TABLE OF CONTENTS

ARTICLE I	PURPOSE	
Section 1	Parties	4
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	
Section 1	Recognition	4
Section 2	Appropriate Unit.....	4
ARTICLE III	DEFINITIONS	
Section 1	Principal	4
Section 2	School Board Or District.....	4
Section 3	Other Terms.....	4
ARTICLE IV	SCHOOL BOARD RIGHTS	
Section 1	Managerial Rights	4
Section 2	Management Responsibilities.....	4
Section 3	Effect of Laws, Rules and Regulations	4
ARTICLE V	PRINCIPALS RIGHTS	
Section 1	Voluntary Dues Check Off	5
Section 2	Principals' Retained Rights.....	5
Section 3	Written Reprimand	5
Section 4	Right of Consultation	5
ARTICLE VI	CONTRACT YEAR	
Section 1	Calendar	5
Section 2	Modification	5
ARTICLE VII	CLASSIFICATIONS, SALARY AND EXPENSES	
Section 1	Classifications	5
Section 2	Schedules	5
Section 3	Placement on Schedule	6
Section 4	Salary Payment	6
Section 5	Mileage	6
Section 6	Professional Development.....	6
Section 7	P.H.D./ED Stipend	6
Section 8	Longevity Stipend	6
Section 9	Technology Stipend.....	6
ARTICLE VIII	RETIREMENT	
Section 1	Retirement Age.....	7
Section 2	Insurance Coverage for Retirees.....	7
ARTICLE IX	INSURANCE	
Section 1	Health and Hospitalization Insurance.....	7
Section 2	Dental Insurance.....	7
Section 3	Dependent Benefit Coordination.....	7
Section 4	Legal Insurance	7
Section 5	Long-Term Disability Insurance	7
Section 6	Life Insurance.....	8
Section 7	Liability Insurance	8
Section 8	Worker's Compensation	8
Section 9	Tax Deferred Investments	8

Section 10	Errors and Omissions Insurance	8
Section 11	Claims Against the School District	8
ARTICLE X	LEAVES OF ABSENCE	
Section 1	Sick Leave.....	9
Section 2	Legal Commitments	9
Section 3	Personal Leave	9
Section 4	Sabbatical Leave	9
Section 5	Military Leave	10
Section 6	Medical Leave	10
Section 7	Special Leaves Of Absence.....	10
Section 8	Child Care Leave.....	10
ARTICLE XI	VACATIONS	
Section 1	Vacations	11
ARTICLE XII	ASSIGNMENT AND TERMINATION	
Section 1	Assignment	11
Section 2	Reduction in Force and Unrequested Leaves of Absence.....	11
ARTICLE XIII	GRIEVANCE PROCEDURE	
Section 1	Definitions.....	12
Section 2	Procedure	12
ARTICLE XIV	GENERAL PROVISIONS	
Section 1	Individual Contracts	13
Section 2	Term and Reopening Negotiations	14
Section 3	Effect and Finality	14
Section 4	Severability	14
Section 5	Copies of Contract	14
Section 6	No Secondary Boycott	14
APPENDIX A	PRINCIPALS' SALARY SCHEDULE 2021-2023	15
APPENDIX B	MEMORANDUM OF UNDERSTANDING.....	16

**ARTICLE I
PURPOSE**

Section 1. Parties: This Master Contract, entered into between the School Board of Independent School District 622, Maplewood, Minnesota, hereinafter referred to as the School Board, and the North St. Paul-Maplewood-Oakdale Principals' Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the School Board recognizes the North St. Paul-Maplewood-Oakdale Principals' Association as the exclusive representative of principals employed by the School Board of Independent School District 622, which exclusive representative shall have those rights and obligations as prescribed by PELRA and as described in the provisions of this Master Contract.

Section 2. Appropriate Unit: The exclusive representative shall represent all the principals and assistant principals of the district, as defined in this Agreement and in said PELRA and in the Order of the Director.

**ARTICLE III
DEFINITIONS**

Section 1. Principal: The use of the term principal in the context of the Master Contract shall include both principals and assistant principals unless specifically excepted.

Section 2. School Board or District: For purposes of the Agreement, the term School District or School Board shall mean the School Board or its designated representative.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Managerial Rights: Except as otherwise provided in this Master Contract and statutes of the State of Minnesota, the Association recognizes that the School Board has the authority to manage and direct in behalf of the public all the operations and activities of Independent School District 622 to the extent authorized by law, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board subject to the rights of the exclusive representative to meet and confer as provided in the PELRA.

Section 2. Management Responsibilities: The Association recognizes the responsibility of the School Board to efficiently 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.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Master Contract shall perform the administrative and related services prescribed by the School Board. The Association also recognizes the right, obligation and duty of the School Board and its duly delegated officials to promulgate rules and regulations as deemed necessary by the School Board insofar as such rules and regulations are not inconsistent with the terms of this Master Contract. All provisions of this Master Contract are Subject to the laws of the state of Minnesota, federal laws and applicable rules and regulations of state and federal governmental agencies.

**ARTICLE V
PRINCIPALS' RIGHTS**

Section 1. Voluntary Dues Check Off: Any principal may sign and deliver to the School Board, an assignment form authorizing payroll deduction of Association dues as specified in writing by the Association. Such authorization shall be for one full year and continue in effect from year to year unless revoked in writing to the Association and the School Board Between June 1 and July 1 of any year. Pursuant to such authorization, the School Board shall deduct one-tenth of such dues from each of ten consecutive checks. Deductions from paychecks will normally begin twenty days after the authorization is received by the payroll department. Dues will be remitted to the Association within ten days following the issuance of payroll checks, accompanied by a list of principals and amount deducted from each.

Section 2. Principals' Retained Rights: Nothing contained herein shall be construed to deny or restrict the rights a principal may have under the Minnesota School Laws or other applicable laws and regulations. The rights granted to principals herein shall be deemed to be in addition to those provided elsewhere.

Section 3. Written Reprimand: A supervisor considering the issuance of a written reprimand shall confer with the principal before the reprimand is issued. The principal will be entitled to have a representative of the Association present when such reprimand is discussed.

Section 4. Right of Consultation: The principal shall be consulted prior to changes in, or transfers of, non-certificated staff affecting the principal's building.

**ARTICLE VI
CONTRACT YEAR**

Section 1. Calendar:

The work year for all Principals will be 236 days. Assistant Principals employed by the school district prior to June 1, 2016 will work 226 days.

Determination of the specific days to be worked by those on less than a 236-day contract shall be determined by the Superintendent of Schools or designee. The daily salary shall be determined by dividing the basic annual salary by 236, 226, or other appropriate number.

Principals and assistant principals shall be granted five (5) paid holidays as follows:

1. Thanksgiving Day
2. December 24th
3. December 25th
4. New Year's Day
5. Independence Day

Section 2. Modification: Any modification of an individual's contract year shall be by mutual consent of the Association and the School Board.

**ARTICLE VII
CLASSIFICATIONS, SALARY AND EXPENSES**

Section 1. Classifications: Separate and different classifications shall exist as follows: Senior High School Principal, Middle School Principal, Elementary Principal, Senior High School Assistant Principal, Middle School Assistant Principal and Elementary Assistant Principal.

Section 2. Schedules: All salaries of principals are set forth in Appendix A, attached herewith, which is hereby incorporated as part of this Master Contract.

Section 3. Placement on Schedule: Principals upon initial employment shall be placed on the salary schedule according to their experience and classification. Principals shall progress annually from step to step on the salary six (6) schedule, subject to the right of the district to withhold a portion or all of any increase for a principal whose performance is deemed to be less than satisfactory. Such increases shall not be withheld unless the principal is notified in writing of the reasons prior to March 1, and the principal fails to correct the specified deficiencies by the end of a reasonable evaluation period, which will not exceed four (4) months. New appointments and promotions will be placed on schedule upon recommendation of the Superintendent and approval of the Board.

Subd. 1 - Associate Administrator Experience:

1. The start date by an individual previously in an Associate Administrator position may be considered as their seniority date when hired onto the NSPMOPA contract.
2. Years of service by an individual in an Associate Administrator position may count towards initial placement onto the NSPMOPA contract.

Section 4. Salary Payment: Salary checks will be issued on the 15th and last day of each month. Principals will receive 1/24th of their pay on each pay date. If a pay day falls on a holiday, checks will be issued on the previous business day.

Section 5. Mileage: Principals who use their automobiles in the performance of approved school business shall be reimbursed for all such authorized travel at the approved rate.

Section 6. Professional Development:

A professional development fund of \$2,000 shall be provided annually for each principal. Principals shall be allowed to carry over any unspent professional development dollars up to \$1,000 each year to a maximum of \$3,000. Any amount that is carried over in excess of \$3,000 shall be forfeited. The fund is provided to cover approved expenses for conferences, workshops, expenses for continuing education and coursework, in-district service organization memberships, cost of re-licensure and/or re-certification, professional association memberships with the exception of local bargaining unit dues and any other approved professional activity. Expenditure of professional fund monies must be approved by the Superintendent or designee. Each principal shall annually submit a plan for the expenditure of such funds.

The District will pay the cost of dues for the following professional organizations: Minnesota Elementary School Principal Association (MESPA) and the National Association of Elementary School Principals (NAESP) for elementary principals; Minnesota Association of Secondary School Principals (MASSP) and National Association of Secondary School Principals (NASSP) for secondary principals; and the annual fee required for the Board of School Administrators.

Section 7. Ph. D./EDD Stipend: Principals obtaining a Ph. D. or EDD will be paid an additional \$2,000 each year. Written verification of Advanced Degree must be provided through an official transcript to the Payroll Department of the District by August 30 in order to qualify for this stipend in that same contract year.

Section 8. Longevity Stipend: Effective July 1, 2021, after three (3) years in-district Principal experience \$7,000, after five (5) years in-district Principal experience \$9,000; after ten (10) years in-district Principal experience \$11,000 and; after fifteen (15) years in-district Principal experience \$13,000.

Section 9. Technology Stipend: Each principal will be paid a stipend of \$2,700, \$1,200 run through 24 pay periods and \$1,500 paid in lump sum the first pay day of each fiscal year, to purchase required technology (i.e. cell phones, cell phone plans, data usage plans, laptops, tablets and any other mobile technologies). These devices, plans and software are to be purchased using this \$2,700 technology allocation and will belong to and be managed by the principal during and after employment with the school district. The school district will no longer provide cell phones and cell phone plans to any principal. This is the only method that principals can use to purchase technology and personally own that technology now or after leaving the school district.

ARTICLE VIII RETIREMENT

Section 1. Retirement Age: Retirement age shall be in accordance with applicable state and federal statutes.

Section 2. Insurance Coverage for Retirees:

Subd. 1. The School Board agrees to provide benefits according to Article IX, Section 1, 2, and 6 including any amendments thereto and subject to Subd. 2, 3, and 4 following to principals who retire during the year in which they become 55 or any year thereafter until they have received such benefits for a period not to exceed 5 years. For principals hired effective July 1, 2018 or after, eligibility for retiree insurance includes ten (10) years of continuous service with the school district.

Subd. 2. Primary Coverage: If any retiree obtains employment with an employer other than the School District and such retiree is covered by a group medical-hospital insurance plan or HMO, such coverage shall be considered primary.

Subd. 3. Non-Duplication With Medicare: If the retiree is entitled or would be entitled if enrolled, to have any part of the cost of the eligible services or supplies paid by Medicare Parts A or B, even though the retiree does not enroll in Medicare or waives or fails to claim medical benefits, the service plan will reduce the amount furnished under this contract so that the total amount paid under this contract and Medicare or what would be paid under Medicare does not exceed the total charges for covered benefits.

Subd. 4. Conversion: The retiree may elect to continue coverage under the guaranteed issue conversion plan normally offered by the Provider, at the retiree's expense when the District's commitment under Subd. 1 expires.

ARTICLE IX INSURANCE

Section 1. Health, Hospitalization and Vision Care Insurance: The School District will purchase an employee health benefits plan providing medical-surgical-hospitalization and vision care coverage for each principal. Any plan design modifications are subject to review by the District 622 insurance advisory committee, applicable Minnesota statutes, and the collective bargaining process. Family coverage will be made available to any principal who has a spouse, legal dependents, or both. The coverage shall include waiver of premium when totally disabled. Such waiver of premium terminates at the end of the month following the seventieth birthday. A Wellness Program shall be provided for each principal.

The School District will contribute a sum not to exceed \$701.76 per month for individual medical-surgical-hospitalization and vision care coverage and \$1,647.30 per month for family medical-surgical-hospitalization and vision care coverage for the 2021-2022 school year. The balance of the premium, if any, shall be contributed by the employee and paid by payroll deduction. The School District will contribute a sum not to exceed \$715.80 per month for individual medical-surgical-hospitalization and vision care coverage and \$1,680.25 per month for family medical-surgical-hospitalization and vision care coverage for the 2022-2023 school year. The balance of the premium, if any, shall be contributed by the employee and paid by payroll deduction.

Section 2. Dental Insurance: The School District shall provide dental insurance coverage for each principal and dependents at School District expense.

Section 3. Dependent Benefit Coordination: Post-employment continuation of health insurance requires enrollment in Medicare Part A and/or B for a period of one year upon eligibility for such coverage.

Section 4. Legal Insurance: The School District shall purchase a prepaid Group Legal Insurance Plan for all principals and their dependents.

Section 5. Long-Term Disability Insurance: The School District shall provide at employee expense a Long-Term

Disability plan providing a benefit of 70 percent of the principal's regular monthly compensation with a waiting period of not more than 32 consecutive working days after the date of disability. Such disability benefits shall continue for the duration of the disability or until July 1 following age 65, whichever first occurs. Depending on when disability occurred some actuarially reduced benefits may be provided beyond age 65 in accordance with the Department of Labor regulations and terms of the insurance. The School District shall adjust the annual salary of each principal by an amount equal to the annual premium of each principal's long-term disability insurance. Such amount shall be deducted from each principal's pay over 12 months by payroll deduction.

Section 6. Life Insurance: The School Board will provide at School District expense group term life Insurance coverage in the amount of 3 (three) times annual salary rounded to the nearest thousand for each principal. The policy shall contain a provision for double indemnity in case of dismemberment or accidental death, and waiver of premium when totally disabled. For term life Insurance the waiver of premium terminates at the end of the month following the seventieth birthday. Additional supplemental life insurance may be purchased in an amount equal to three (3) times the annual salary to a total amount of group insurance not to exceed \$250,000 plus an additional \$50,000 with evidence of insurability. The opportunity to acquire life insurance for dependents shall be at least equal to the broadest coverage provided any other group of employees in the district.

Section 7. Liability Insurance: The School Board will purchase a minimum liability insurance policy on all principals, as provided by MS 123.41.

Section 8. Worker's Compensation: The School Board will purchase Worker's Compensation Insurance for all principals of the district. Principals shall be liable for late reporting fines assessed against the School District if such fine is the result of the principal's failure to report the principal's injury in a timely manner to the school district.

Section 9. Tax Deferred Investments:

Subd. 1. The school district will contribute 3.6% of salary per pay period to a state-approved tax-deferred matching contribution plan for each principal as permitted by MS 356.24, subject to the provisions of this section, who also authorized a 3.6% salary reduction per pay period payable to the plan.

Subd. 2 The School Board will allow appropriate distribution of information regarding available tax deferred investment programs and will make arrangements to allow employees to have deductions made from their paychecks for purposes of such investments. New deductions or changes in existing deductions may be made from the first paycheck in any month provided that:

1. Authorization forms are received by the Payroll Department by the fifteenth day of the month when the reduction is to take effect.
2. The reduction does not violate State and Federal tax laws.
3. No employee may contract for annuities with more than three companies. The District will implement a non-cafeteria flexible benefits IRS 125 Plan and 457 Plan no later than July 1, 1990.

Subd. 3. The School District reserves the right to limit the vendors of tax deferred programs to those who agree to requirements which meet Federal and State compliance regulations for such plans. Vendors will be given a ninety-day notice to produce evidence of such compliance with regulations. At the end of this ninety-day period, the District will discontinue withholding employees' funds and subsequent transfer of funds to vendors not in compliance.

Section 10. Errors and Omissions Insurance: The School Board will purchase reasonable Errors and Omissions Insurance for each principal.

Section 11. Claims Against the School District: The language of Article IX is not intended to provide a precise or complete interpretation of the actual policy provisions and the eligibility of an employee for benefits shall be governed by the actual terms of the insurance policies purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase insurance policies 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.

**ARTICLE X
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Accrual and Utilization: At the beginning of each year of service in the District, each principal will be credited with 15 days of sick leave. The unused portion of such allowance shall accumulate from year to year to a maximum amount not to exceed the total number of annual work days specified in the principal's contract.

Subd. 2. Worker's Compensation: When principals are injured on the job and collecting compensation insurance as well as drawing on their 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 day's pay not covered by insurance will be deducted from their accrued sick leave.

Subd. 3. Notice of LTD Provisions: After a principal has been ill for 32 working days, the School Board shall notify each principal that use of accrued sick leave days can continue, or the individual has the option to switch to the income protection plan.

Subd. 4. LTD Waiting Period: A principal who qualifies for LTD coverage two or more times within a 3-year time period and does not have sufficient sick leave to cover the 32-day waiting period shall be retroactively granted sufficient sick leave days to cover the waiting period.

Section 2. Legal Commitments: A principal called for jury duty, deposition, subpoena, or to give testimony before any court, legal jurisdiction or administrative proceeding, shall be granted a leave of absence unless the principal is party to a court action against the School District, or is a participant in an action on behalf of the exclusive representative. The principal shall receive full pay for this type of absence, less the individual's jury duty pay, exclusive of expenses.

Section 3. Personal Leave: Personal and family emergencies, deaths, funerals, estate settlements, medical and legal consultations, are examples of situations when principals are eligible for personal leave without salary deduction, the absences to be deducted from sick leave. Written notice of all leaves under this section must be submitted in advance to the Superintendent or authorized representatives, and approved by the Director of Human Resources except in emergency cases where prior notice of the principal's intended absence is impossible.

Section 4. Sabbatical Leave: Sabbatical leaves may be granted for study, research or other projects at the discretion of the School Board. The activity that the principal engages in while on sabbatical leave must be related to the principal's professional responsibilities.

Subd. 1. Length of Leave: Sabbatical leaves may be of varying length, but not less than 90 days or longer than 12 months.

Subd. 2. Salary: A principal on sabbatical leave will be paid an amount equal to one-half the principal's regular scheduled salary. The principal may elect to receive 3/4 pay during the sabbatical leave and during an equal period of employment immediately following.

Subd. 3. Commitment to Continued Employment: A principal receiving a sabbatical leave is committed to return to employment in the School District for a period of two years in cases where the sabbatical leave is granted for 12 months. In cases where the sabbatical leave is for less than 12 months, the principal is committed to return to employment in the district for a period of time that is in proportion to the length of the leave. In the event that a principal does not fulfill the continued commitment, the principal shall repay the School District salary commensurate with the unfulfilled portion of the principal's commitment.

Subd. 4. Stipends: Principals on sabbatical leave may accept scholarships, fellowships, or grants, provided that these stipends contribute to the purpose intended to be served by sabbatical leave.

Subd. 5. Number of Leaves: Sabbatical leaves may be granted to no more than two principals in one year.

Subd. 6. Benefits: While on sabbatical leave, all benefits such as insurance, sick leave and vacation will continue and accrue to the principal and credit for experience will be counted as though time worked.

Section 5. Military Leave: Military leave shall be granted according to Federal and Minnesota Statutes. Principals called for Selective Service physical examinations shall be granted sick leave for such purposes.

Section 6. Medical Leave: If principals are unable to perform their duties because of illness or disability and have exhausted all sick leave credit available or have become eligible for Long-Term Disability Compensation, they shall, upon request, be granted a Medical Leave of Absence up to twenty-four months in duration without pay. The School Board may, in its discretion, extend such leave upon written request. A request for Medical Leave of Absence or extension thereof pursuant to this section shall be accompanied by a physician's written statement outlining the condition of health and estimated time at which the principal is expected to be able to assume his normal responsibilities. While on Medical Leave or Long-Term Disability, the School District will continue its contribution for Life and Dental Insurance for a period of 12 months. The School District will continue its contribution for Hospital-Medical Insurance for a period of 24 months. After School District paid premiums end, the principal may continue as a member of the group at the principal's own expense.

Section 7. Special Leaves of Absence: The School Board may grant, upon recommendation of the Superintendent of Schools, leaves of absence without salary to principals. Upon returning to the school system, principals shall be reinstated in their former position or receive an assignment that is mutually agreed upon by the principal and the Superintendent prior to the leave of absence. The principal shall suffer no loss of increment or position on the salary schedule and shall advance on schedule if the leave is granted for approved professional travel or study. While on leave, the principal has the option of continuing any of the insurance programs at the principal's own expense as a member of the group.

Section 8. Child Care Leave:

Subd. 1. Any principal shall have the right to receive a child care leave of up to twelve (12) months without pay or fringe benefits for the purpose of maternity, adoption, care of their own pre-school child or combination thereof, subject to the provisions of this Article. This leave may also be taken following the utilization of the sick leave and disability provisions in Subd. 1 above.

Subd. 2. The principal intending to utilize provisions of this Article shall give the employer notice in writing of the request for child care leave no later than 90 days prior to commencement of leave, except in an emergency, and shall present therewith the written medical certification from the physician of the principal's pregnant condition and of the principal's expected date of delivery. Such notice shall contain a requested commencement date and a return date for the child care leave. The Director of Human Resources shall consult with the principal regarding the ending date of the leave and may make moderate adjustments in the ending date so as to coincide with natural breaks in the school year. When the ending date falls during the school year, the principal shall have the right to extend the leave to the end of that school year.

Subd. 3. An extension to the child care leave of absence of 12 months or less may be granted by mutual agreement between the principal and School District.

Subd. 4. If the principal complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the principal in writing of its action.

Subd. 5. A principal returning from child care leave shall be re-employed in a position for which qualified commensurate with the position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished pursuant to MS. 125.12

2. That the return occurs on the date designated on the request for leave approved by the School Board unless a different date for return is mutually agreed upon by the parties.

Subd. 6. The time during which the principal is on child care leave shall not be counted in determining the completion of the probationary period; however, in no event shall the principal be required to serve a greater cumulative length of probation than any other probationary principal.

Subd. 7. A principal who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated prior to the commencement of the leave. The principal shall not accrue additional experience credit for salary schedule advancement or leave time during the period of absence for child care leave.

Subd. 8. The School Board shall continue the District Contribution as outlined in Article IX; Section 1 in accordance to federal law and the laws of the state of Minnesota. In addition, the principal may continue any of the insurance programs at the principal's own expense as a member of the group, at the principal's option while the principal is on leave. (Is more current, up to date and exceeds the current provision)

Subd. 9. The provisions of this section are subject to such amendment or modification as may be required to comply with any future applicable State or Federal laws or regulations which may become binding upon the parties hereto.

ARTICLE XI VACATIONS

Section 1. Vacations: Each full-time principal on a 226-236-day contract will earn ten (10) days of paid vacation per contract year. Five vacation days can be carried over to the next school year with a maximum accrual of twenty (20) days). Each principal will have the option at the end of each school year to cash out, at their daily rate of pay, five unused vacation days. All principals currently employed by the school district on June 1, 2016 will have the option to carry over and apply five (5) unused vacation days per year towards a maximum amount of 70 days to be paid upon exit from the school district. The vacation payout will be contributed to a health care savings plan through the Minnesota State Retirement System. Vacations will be scheduled with the approval of the immediate supervisor during student contact days. Principals hired after June 30, 2016 will not be able to accrue vacations days towards a future payout upon exit from the school district.

ARTICLE XII ASSIGNMENT AND TERMINATION

Section 1. Assignment: Principals shall be informed of building and position assignment for the coming year prior to April 1. Any change on or after April 1 shall be made by mutual consent between the Principal and Superintendent.

Section 2. Reduction in force and unrequested leaves of absence: When a position in the principal's bargaining unit is proposed for reduction, the school district may choose to reduce any bargaining unit member with probationary status. If position reductions extend beyond the number of probationary Principals holding positions, the principal with the least years of service in the principal's bargaining unit will be placed on unrequested leave of absence first. Should more than one Principal have the same years of service in the Principal's Bargaining Unit, then the highest Advanced Degree, followed by lowest administrative license folder number will determine status for purposes of reduction in force/unrequested leave of absence. Such unrequired leave of absence shall continue for a period of two (2) years, after which the right to reinstatement shall terminate. A Principal whose position has been eliminated cannot as a result of said reduction exercise the above section to obtain a promotion (i.e. a position with a higher rate of base pay).

Subd. 1. Acceptance of Reemployment: If a position becomes available for a principal on ULA, the district shall mail the notice to such principal at the principal's last known address. The principal shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept the position, in

writing, within such ten (10)-day period shall constitute a waiver on the part of the principal to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights to any position with the district. Failure of a notice to reach a principal shall not be the responsibility of the district if such notice has been mailed to the last known address of the principal.

Subd. 2. Reinstatement: The order in which principals are recalled from ULA is within the district's sole discretion. Reinstatement rights will automatically cease two (2) years from the date ULA was commenced, and no further rights to reinstatement to any District position, including, but not limited to, teacher or principal positions, will exist.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance means a dispute or disagreement as to the interpretation or application of any term or terms of this Master Contract.

Subd. 2. Days means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Subd. 3. Service means personal service or by certified mail.

Subd. 4. Reduced to writing means a concise statement outlining the nature of the grievance, the provision(s) in dispute, and the relief requested on the grievance form.

Subd. 5. Small group of employees means a group of employees consisting of five (5) or fewer.

Subd. 6. Answer means a concise response outlining the employer's position on the grievance.

Section 2. Procedure:

Subd. 1. Step I: Whenever any employee or small group of employees have a grievance, the employee or small group shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had the knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if the principal so chooses, may select a designee to represent the principals. If the grievance involves and effects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative (or the employees, or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievant, through the use of reasonable diligence should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve the employer's answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

Subd. 2. Step II: The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all the

parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate cases, employee(s) or their designee), if electing to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III officials. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 3. Step III: The employer, its chief administrator, or its special representative shall meet the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of the intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step II meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Subd. 4. Step IV: The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and employee representatives are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for fees and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Subd. 5. Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance processing are as follows:

- A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three (3), three employees may still participate in the proceedings without loss of wages.

Subd. 6. The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Individual Contracts: Any individual contract between the School Board and an individual principal, heretofore executed, shall be subject to and consistent with the terms and conditions of this Master Contract. If an individual contract contains any language inconsistent with this Master Contract, this Master Contract during its duration shall be controlling.

Section 2. Term and Reopening Negotiations: This Master Contract shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Master Contract commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2021, but not prior to March 1, 2021. Parties to this Master Contract agree to commence negotiations for a successor contract no later than 20 days after receipt of said written notice, except as may be modified by the State Director of Mediation Services.

Section 3. Effect and Finality: This Master Contract shall constitute the full and complete commitments between the parties and shall not be opened for negotiations during the term of this Master Contract, nor shall it be altered, changed, added to, deleted from or modified, except through the mutual consent of the parties. This Master Contract shall supersede any rules, regulations or practices of the School Board which shall be incorporated into and be considered part of the established policies of the School Board. Meetings may be held from time to time between the parties' representatives to facilitate the implementation of this Master Contract.

Section 4. Severability: The provisions of this Master Contract shall be severable and if any provisions thereof or the application of any such provisions is held invalid by a court of competent jurisdiction, it shall not affect any other provisions of this Master Contract or the application of any provision thereof. A substitution for an invalidated provision of this Master Contract shall be provided through appropriate consultation and negotiation with the Association.

Section 5. Copies of Contract: There shall be five signed copies of the final Master Contract for the purposes of record, two retained by the School Board, two by the Association and one by the Director of Mediation Services. Copies of this Master Contract shall be provided each principal and 10 copies will be provided the Association.

Section 6. No Secondary Boycott: The Association and district agree fully that the primary mission of both parties is the education of the district's children. Accordingly, the Association, its agents and members agree that there will be no work stoppage or refusal to enter upon any district premises during normal working hours during the term of this Master Agreement.

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

NORTH ST. PAUL-MAPLEWOOD-OAKDALE
PRINCIPALS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT 622

Travis Barringer - Negotiations Team

Michelle Yener - Chair

Kevin Wolff - Negotiations Team

Ben Jarman - Clerk

Marnie Galvin - Negotiations Team

Christine Tucci Osorio - Superintendent

Ty Thompson - Negotiations Team

Amylee Yang – Director of Human Resources

Date:

Date:

Appendix A

Elementary School Principal		
	2021-2022	2022-2023
1	\$120,418.00	\$124,031.00
2	\$123,419.00	\$127,122.00
3	\$125,749.00	\$129,521.00
4	\$128,750.00	\$132,613.00
5	\$131,968.00	\$135,927.00
6	\$134,971.00	\$139,020.00
7	\$137,972.00	\$142,111.00

Senior High School Principal		
	2021-2022	2022-2023
1	\$133,673.00	\$137,683.00
2	\$136,673.00	\$140,773.00
3	\$139,407.00	\$143,589.00
4	\$142,194.00	\$146,460.00
5	\$144,092.00	\$148,415.00
6	\$147,091.00	\$151,504.00
7	\$150,093.00	\$154,596.00

Middle School Principal		
	2021-2022	2022-2023
1	\$126,390.00	\$130,182.00
2	\$129,389.00	\$133,271.00
3	\$131,977.00	\$135,936.00
4	\$134,617.00	\$138,656.00
5	\$137,230.00	\$141,347.00
6	\$140,233.00	\$144,440.00
7	\$143,233.00	\$147,530.00

Senior High School Assistant Principal		
	2021-2022	2022-2023
1	\$111,368.00	\$114,709.00
2	\$114,367.00	\$117,798.00
3	\$117,797.00	\$121,331.00
4	\$121,332.00	\$124,972.00
5	\$123,824.00	\$127,539.00
6	\$126,824.00	\$130,629.00
7	\$129,825.00	\$133,720.00

Elementary & Middle School Assistant Principal*		
	2021-2022	2022-2023
1	\$108,923.00	\$112,191.00
2	\$111,922.00	\$115,280.00
3	\$114,719.00	\$118,161.00
4	\$117,588.00	\$121,116.00
5	\$119,863.00	\$123,459.00
6	\$122,863.00	\$126,549.00
7	\$125,863.00	\$129,639.00

*The Elementary Assistant Principals for Justice Alan Page, Eagle Point and Carver will follow this schedule.