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MASTER CONTRACT AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #885

AND

ST. MICHAEL-ALBERTVILLE PRINCIPALS' ASSOCIATION

July 1, 2023 - June 30, 2025

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1 PURPOSE

This agreement entered into by and between the School Board of St. Michael-Albertville Independent School District No. 885, hereinafter called the District, and the St. Michael-Albertville Principals' Association, hereinafter called the Association, has as its objective the establishment of the terms and conditions of employment for certain management personnel for the period herein established.

2 DEFINITIONS

PELRA of 1971 shall mean the Public Employment Labor Relations Act of 1971, as Amended.

SUPERINTENDENT shall mean the Superintendent of Schools of Independent School District No. 885, or its designated representative.

SCHOOL BOARD shall mean the School Board of Independent School District No. 885 or its designated representative.

DISTRICT / EMPLOYER shall mean St. Michael-Albertville Independent School District No. 885.

PRINCIPAL shall mean management personnel covered by this Agreement.

CO-PRINCIPAL and **ASSISTANT PRINCIPAL** shall mean "Principal" unless otherwise qualified.

ASSOCIATION shall mean the St. Michael-Albertville Principals' Association or its designated representative.

PARTIES shall mean the District and Association.

OTHER TERMS not defined in this Agreement shall have those meanings as defined by the PELRA.

3 RECOGNITION

3.1 APPROPRIATE UNIT

In accordance with the PELRA the District recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services (BMS):

"All employees of the St. Michael-Albertville Independent School District 885, Albertville, Minnesota, who are licensed by the State Department of Education Board of School Administrators as Principals or Assistant Principals who are employed more than 14 hours per week and more than 100 work days per year, and devote more than 50% of their time to administrative or supervisory duties in the capacity of a Principal, Co-Principal, or Assistant Principal."

3.2 BARGAINING UNIT DISPUTE

In the event of a dispute between the District and the Association as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Mediation Services (BMS) in accordance with the PELRA.

4 SCHOOL DISTRICT RIGHTS

4.1 INHERENT MANAGERIAL RIGHTS

The Principals' Association recognizes 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 of personnel. The School District shall be required to meet and confer on all points not negotiated.

4.2 MANAGEMENT RESPONSIBILITIES

The Principals' Association recognizes the right and obligation of the School Board 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.

4.3 EFFECT OF LAWS, RULES, AND REGULATIONS

The Principals' Association recognizes that all employees covered by this Agreement shall perform the administration and non-administration services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The Principals' Association also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and provisions of 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 government agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders, shall be null and void and without force and effect. In the event a provision of this Agreement is deemed by a court or agency of competent jurisdiction to be in violation of a law, rule, or regulation, the parties shall enter into negotiations for the purpose of amending such provision to bring it into required compliance.

4.4 RESERVATION OF MANAGERIAL RIGHTS

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

5 ASSOCIATION RIGHTS AND BENEFITS

5.1 PERSONNEL FILES

Principals shall have the right to review their individual personnel file in accordance with applicable Minnesota statutes.

5.2 ASSOCIATION DUES

The Board of Education will pay full membership fees in Local, State, and National Principal Associations and Minnesota Board of School Administrators.

5.3 TRAVEL REQUIREMENT

Travel reimbursements for authorized travel outside of the School District shall be at the rate established by School District policy for use of personal car and actual costs as itemized for other expenses.

Principals will be reimbursed for intra-District travel associated with their position responsibilities at a rate established by School District policy. A list describing the principal's intra-district travel dates, destinations, and mileage will be submitted to the District Office as required by the Superintendent.

5.4 CONVENTIONS

Each Principal shall be permitted to attend the Minnesota Principal's Convention and/or summer workshops, within his/her budgeted travel expenses of up to \$1500.00.

Attendance at national conventions shall be pre-approved by the School Board or its designee. Up to three (3) principals may attend a national convention annually with up to two principals permitted to attend the same national convention with superintendent approval. Any ordinary and necessary convention related expenses including registration fees, meals, lodging, and travel expenses for the principal will be reimbursed by the district. Expenses are subject to verification.

Attendance in the final year of employment with the district will not be approved for national conferences and any summer workshops following the completion of the school year, but prior to retirement. The district will reimburse mileage, registration/meal fee associated with the MASSP/retirement recognition banquet and lodging for the evening of the banquet. Principal will repay the school district for reimbursed expenses should resignation or retirement occur within one year of national conference attendance.

5.5 CELL PHONE REIMBURSEMENT

Each Principal will receive up to \$50.00 per month (\$600.00 annually) cell phone reimbursement towards individual or district maintained plans.

5.6 PAYCHECKS

Principals will be paid on the 15th and 30th of the month. The new pay period will commence on July 1. The parties agree that salary payments will occur in twenty-four equal installments per calendar/duty year.

5.7 SEVERANCE PAY

5.7.1 Eligibility

Employees must be hired, as a principal, before July 1, 2011 to be eligible for severance pay. Any principal who has completed at least five (5) years of administrative service in District No. 885 will be eligible for severance pay upon submission of a written resignation to the School District.

5.7.2 Amount

The principal will be eligible for five days of pay, at the daily rate of pay, for every year of service in District 885, subject to eligibility in 5.7.1 and 5.7.5. Daily rate of pay will be computed by dividing the annual salary, plus incentive compensation earned, divided by the duty days listed in section 6.1, for the year of retirement.

Stipend

Upon receipt of a written notice of retirement by February 1st, a one-time stipend of \$2,000 will be included in the last year's salary of any building principal who is retiring from the District with at least ten years of service to the school district while in the position of a principal or assistant principal.

5.7.3 Payment

Severance pay benefits shall be payable to the Principal in two equal installments within one-half of the cash payment made within fifteen (15) days following the effective date of resignation and remaining one-half of the cash payment made in the first regular payroll period in January of the following year. Payment will be 50% into retiree's VEBA savings account and 50% in cash. The percentage allocated will be determined by the Principal's Association within each negotiated contract.

5.7.4 Death Benefit

If a Principal dies before all or a portion of the severance pay has been disbursed, the balance due shall be paid to a named beneficiary or, lacking the same, to the deceased's estate.

5.7.5 Exception

Notwithstanding the eligibility requirements of Section 1, above, no Principal who has been terminated pursuant to M.S. 122A.40, subd. 9 or 13, or who has been placed on unrequested leave of absence may apply for the severance pay.

5.8 DEFERRED COMPENSATION (State of Minnesota Plan)

Principals will have the same opportunity to participate in the Deferred Compensation Plan as the teachers group. Payments and withdrawals will be handled in the same manner for both groups.

5.9 RETIREMENT PLAN

The principals shall be allowed to contribute to any of the district approved annuity or mutual fund 403(b) or similar tax deferred plans through payroll deduction. Principals may request additional plans be added to the list of district approved plans.

5.10 MATCHING CONTRIBUTIONS

The district will match principal contributions to a tax deferred 403(b) (or similar) retirement plan as follows:

1. Each principal may select the 403(b) for the district matching contribution from the list of plans approved by the State of Minnesota.
2. The maximum the district will contribute is \$4500.00 annually.
3. The district will forward contributions, both principal and district match, to the 403(b) plan concurrent with the date payroll checks are issued and within five days.

The parties agree that the maximum match the district will contribute will move to \$5,000.00 annually upon expiration of this Agreement.

5.11 ESTABLISHMENT OF VEBA WITH POSTRETIREMENT HEALTH CARE SAVINGS ARRANGEMENT

Effective 12-19-2005, Employers shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. Employer and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this agreement constitutes a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

5.11.1 Benefits Provided through the VEBA

Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

The Postretirement Health Care Savings Arrangement

5.11.2 Payment of Administrative Fee

Administrative fees allocable to individual accounts of active employees shall be paid from the account. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

5.11.3 Employer contributions to the Postretirement Health Care Savings Arrangement.

1. Severance Pay: Within sixty (60) days of the effective date of retirement, or if later, upon the adoption date of the VEBA Plan, Employer shall pay 50% of the amount of the Severance Pay otherwise payable to qualifying employees under Article 5.8 of this Collective Bargaining Agreement to individual accounts established for those employees under the Postretirement Health Care Savings Arrangement. Employees will not be entitled to receive this amount in the new form of taxable cash compensation.
2. Health Insurance: Within sixty (60) days of the effective date of retirement, or if later, upon the adoption date of the VEBA Plan, Employer shall pay 100% of the amount of the Health Insurance contribution otherwise payable to qualifying employees under Article 7.1.2 of this Collective Bargaining Agreement to individual accounts established for those employees under the Postretirement Health Care Arrangement. Employees will not be entitled to receive this amount in the form of taxable cash compensation.

5.12 RIGHT TO VIEW

Pursuant to M.S. 179A.06, subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Principal or his/her representative to the expression or communication of a view, grievance, complaint or opinion or any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any Principal to perform labor or services against his/her will.

5.13 RIGHT TO JOIN

Principals shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Principals in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such principals.

6 DUTIES

6.1 DUTY YEAR

The duty year for all principals shall be based on the teachers' contract year with some additional work days outside of the teacher contract year. The duty year starts on July 1st and ends on June 30th of the following year. A duty year is defined as follows:

Primary, Elementary Principals: 212 days

Middle School Principals: 215 days

High School Principal: 220 days

Assistant Principal: 208 days

Knights Academy Principal: 208 days

7 GROUP INSURANCE

Benefits provided in this Article are designed for full-time personnel only. Those working less than full-time, and at least half-time, will receive prorated benefits. Benefits do not apply to those employed less than half-time. A principal is eligible for district contribution as provided in this article as long as the principal is employed by the district. Upon termination of employment, all district contributions shall cease.

7.1 HEALTH INSURANCE

7.1.1 Coverage

Full-time employees covered by this contract will be eligible for the following monthly district contributions for the district's group health and hospitalization plan. Additional cost of the premium shall be borne by the principal and shall be paid by payroll deduction.

Single Coverage: 100% of the premium cost

Family Coverage: The employer shall pay 90% of the monthly premium cost. Effective October 1, 2024, the employer shall pay 100% of the monthly premium cost. For employees selecting the VEBA insurance option, the district shall contribute the following monthly amounts to the employee's VEBA account:

Single: \$100 **Family:** \$200

In the event that Affordable Care Act rules regarding Highly Compensated Employees become effective prior to the expiration of this contract, the parties agree to reopen negotiations for the purpose of negotiating changes to avoid imposition of the proposed penalty limited to insurance benefits and salary.

7.1.2 Retiree Coverage

All principals who have completed five (5) years of service in the St. Michael-Albertville School District, are drawing retirement from TRA, and do not qualify for Medicare, shall be eligible to continue participation in the District's group health and hospitalization insurance plans, providing that the employee was participating in the plan one or more years prior to retirement.

The retirement health insurance benefit will be paid into the retiree's VEBA savings account in one lump sum payment at the time of retirement. This benefit will be determined by multiplying the annual benefit by the number of years from the date of retirement until the retiree reaches the age of 65.

5 - 8 years of service - \$7,500

9 or more years of service - \$9,000

An eligible retiree may elect dependent coverage provided the retiree meets the School District's requirement for premium payment. If the retiree dies before the federal age requirement for Medicare, an eligible spouse may elect to continue coverage as outlined under this section until the deceased retiree would have qualified for Medicare.

If the retiree elects to continue district insurance benefits, the district will determine the payment date and amount due on a monthly basis.

Should the retiree become eligible for Medicare or Medicaid benefits prior to the federally mandated age requirement the retiree shall notify the district the date the retiree became eligible for Medicare or Medicaid.

7.2 LONG-TERM DISABILITY

After the first pay period, full-time employees who work at least seventy-five (75) days per year will be covered under the District's Long Term Income Protection insurance plan. Ninety (90) consecutive calendar days after a principal is totally disabled, the employee shall receive monthly benefits of two-thirds (2/3) their monthly earnings.

The employer shall contribute the full annual premium for each principal who chooses to participate in the plan.

7.3 LIFE INSURANCE

The employer will pay the full premium for a term life insurance policy in the amount double the annual salary for each principal. Principals may purchase up to an additional \$100,000 coverage at their own expense, subject to policies of the insurance carrier.

7.4 DENTAL

The employer shall contribute up to \$40.00 per month for single coverage or \$90 per month for family coverage toward the cost of the premium for each principal. Effective October 1, 2024, the employer shall contribute up to \$50.00 per month for single coverage or up to \$140.00 per month for family coverage towards the cost of the premium for each principal.¹ The maximum benefit in this section cannot exceed the total cost of the dental insurance premium. Additional cost of the premium, if applicable, shall be borne by the principal and shall be paid by payroll deduction.

7.5 INSURANCE CARRIER

The selection of the insurance carrier and policies shall be made by the District as provided by law. It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

¹ The district is committed to paying 100% of the dental premiums for the 2024-25 plan year effective Oct 1, 2024. In the event the actual dental insurance premium costs for Plan Year 24-25 are higher than these stated amounts, the district will cover the difference for the 24-25 plan year and the stated max contribution dollar limits as listed in Section 7.4 would go into effect for the 25-26 plan year and/or June 30, 2025, whichever is later.

8 PAID ABSENCES

8.1 SICK AND SAFE TIME

Fifteen (15) days sick and safe time shall be provided each work year. Unused sick and safe time may accumulate to a maximum of 110 days. Principals who have accumulated the maximum number of days shall not have sick and safe time deducted from the total of one-hundred ten (110) until that principal has exhausted fifteen (15) days that was allocated for the current duty year. .

Principals shall utilize their allowance of sick and safe time when an absence is due to:

- Physical and mental illness or disability;
- Medical, dental or chiropractic treatment or preventative care;
- Domestic abuse, sexual assault or stalking; or
- Other reasons as cited in Minnesota Statute section 181.9413.

Sick and safe time may also be utilized for absences due to the same reasons cited above for the following family members of the Principal (subject to an annual maximum of 30 days):

- Child, including foster child, adult child, legal ward, child to whom the Principal is a legal guardian, or child to whom the Principal stands in loco parentis;
- Spouse or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive or foster parent, stepparents, or a person who stood in loco parentis when the Principal was a minor child;
- Grandchild, foster grandchild, or step-grandchild;
- Grandparent or step-grandparent;
- Child of the Principal's sibling;
- Sibling of the parents of the Principal;
- Child-in-law or sibling-in-law;
- Any family members identified above of the Principal's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the Principal is the equivalent of a family relationship; and
- Up to one individual annually designated by the Principal.

Principals may use all of their accumulated sick leave for an ill child under eighteen (18) years of age or child under the age of twenty (20) who is still attending secondary school. Additional sick and safe time may be granted by the Superintendent or the Director of Administrative Services, whose decision is not subject to the grievance process.

The District may require documentation to qualify an employee's eligibility for the use of sick and safe time under this section when leave exceeds ten (10) consecutive work days. Sick and safe time is not subject to pay out upon separation of employment.

The parties agree and acknowledge that the sick and safe time accrual and rollover provisions, as provided under the terms of this Agreement, meet or exceed the requirements for sick and safe time as outlined in Minnesota Statute section 181.9413, as amended (2023).

8.2 SHORT-TERM LEAVE

Principals may access short-term leave with prior notice and approval from the superintendent. Principals will remain responsible for meeting the essential duties and responsibilities reasonably expected of a principal or assistant principal. In the event of a leave that extends beyond ten (10) consecutive duty days, a formal leave request would need to be approved by the Superintendent and School Board. Requests will be administratively

granted with reasonable notice absent unusual circumstances. This section does not represent any change in expectations for the duty year as otherwise listed in the Master Agreement and applicable job description.

8.3 FAMILY LEAVE

The School Board shall grant family and medical leave without pay, but with twelve (12) weeks of continued District contributions for health insurance benefits, as defined by the Federal Family Medical Leave Act.

Use of other paid leave shall be concurrent to FMLA leave and as permitted by contract.

8.4 WORKER'S COMPENSATION

An employee who is injured on the job in the service of the School District and who is collecting worker's compensation insurance may draw upon his/her accumulated sick leave so that he/she can continue to receive full salary from the School District provided that he/she:

- Submits the worker's compensation payments to the School District; or
- Keeps his/her worker's compensation payments but has his/her salary reduced by the amount equal to such payments.

If the employee chooses to draw sick leave, the School District will deduct from the employee's accumulated sick leave only that fraction of each day that is not covered by worker's compensation insurance payments.

8.5 JURY DUTY

Leave may be granted to those who are requested to serve on juries. No deduction in salary will be made, but the employee is required to reimburse the School District the salary received for jury duty. Travel expenses received in connection with jury duty shall remain with the employee. If the jury is adjourned prior to 12:00 noon, the staff member shall return to his/her appropriate school assignment.

8.6 MILITARY LEAVE

Military leave shall be granted pursuant to applicable law.

8.7 LEAVE OF ABSENCE WITHOUT PAY

The School District may grant an extended leave of absence pursuant to applicable law.

In addition, the School District may grant an extended leave of absence to a building principal or assistant principal with at least ten (10) complete years of service as a principal within the District for the purposes of extending his or her education or professional development as an administrator. An application for extended leave under this section must be submitted no later than February 1 of the school year preceding the school year in which the extended leave of absence is to commence. An extended leave of absence shall commence on a date mutually agreed upon by the District and principal, or July 1. Nothing herein shall require the School District to grant an extended leave of absence exceeding one year duration nor obligate the School District to reinstate a principal returning from an extended leave of absence unless the principal notifies the School District of his/her intent before February 1, preceding the July 1 date in which he/she intends to return. Any extended leave of absence under this section will be unpaid and benefits will only be extended to the extent otherwise required by applicable law.

9 COMPENSATION

9.1 SALARY SCHEDULE

The annual salary of principals employed by individual continuing contracts are established by Appendix A attached hereto for the years indicated, and shall be considered part of this Agreement.

9.2 PERFORMANCE INCENTIVE PAY

In addition to the base salary established by the “salary schedule”, each principal shall be eligible for performance incentive compensation at the end of each contract year, implemented as follows:

1. The principal and superintendent shall mutually establish school performance goals and growth plan at the beginning of the contract year. The principal’s school performance goals and growth plan will be documented and become components of the principal’s evaluation.
2. The principal and superintendent will meet at least once during the school year to evaluate progress toward meeting the performance goals and growth plan.
3. At the end of the school year, the principal and superintendent will meet to review achievement of the school performance goals, completion of the growth plan and review and discuss the principal’s evaluation summary. The superintendent will document the results of this review, will determine a performance rating based upon the overall final score on the principal’s evaluation, and file them in the principal’s personnel file. The rating will determine the annual level of performance incentive pay, as follows:

<u>Rating</u>	<u>Definition</u>	<u>Compensation</u>	<u>Compensation</u>
Performance Area	Criteria	Principal	Assistant Principal/ Knights Academy
Superintendent Performance Rating	3.00-4.00	\$3,000*	\$2,500*
School Performance Goal No. 1	Progress towards goal	\$900* for each goal	\$900* for each goal
School Performance Goal No.			

*Compensation will be prorated for part-time principal.

**Kindergarten only building principal will have State Level Measure compensation split between the School Performance Goals.

4. Performance incentive pay is a one time payment and will not be added to the employee’s base salary.
5. Performance incentive pay, when achieved, will be payable on June 30 of each year.
6. The principal for that building shall provide input to the superintendent on the annual school performance goals and growth plan for the assistant principal. The building principal shall provide input and recommendation to the superintendent for mid-year and end of school year achievement of the school performance goals and growth plans for the assistant principal. The principal will complete the assistant principal evaluation which shall be reviewed with the superintendent who will make the final determination of the performance rating.

9.3 SUPERVISION COMPENSATION

Administrators will receive a stipend of \$50.00 per event when supervising in the role of the activities director.

10 GRIEVANCE PROCEDURE

10.1 GRIEVANCE INFORMATION

A grievance shall mean an allegation by a Principal, or the St. Michael-Albertville Principals' Association on behalf of a Principal, resulting in a disagreement regarding the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. Pursuant to M.S. §179A.20, subd. 4, a disciplinary action shall constitute a grievance which may be submitted to the grievance procedure.

10.2 REPRESENTATIVE

The Principal, Principals' Association or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his or her behalf.

10.3 DEFINITIONS AND INTERPRETATIONS

10.3.1 Extensions

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

10.3.2 Days

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

10.3.3 Computation of Time

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

10.3.4 Filing and Postmark

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period, is personally filed with the superintendent and includes the date and signature of both the employee and appropriate party at the time of hand delivery, or is sent electronically to the appropriate party with a send receipt confirmation.

10.4 TIME LIMITATION

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) working days after the date of the event giving rise to the grievance. Grievances shall be reviewed by the Association before submission to the School Board's designee. Failure of the aggrieved party to file any grievance within such period shall be deemed a denial thereof. Failure of the aggrieved party to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a denial of the grievance. Failure of the School Board or its designees to respond within the time periods shall constitute a denial of the grievance and the Principal may appeal the grievance to the next level.

10.5 ADJUSTMENT OF GRIEVANCE

An effort shall first be made to adjust a grievance informally between the Principal and the School Board's designee. The School Board and the Principal or the Principals' Association shall attempt to adjust all grievances which may arise during the course of employment of any Principal within the School District in the following manner:

10.5.1 Level I

If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within twenty (20) working days after receipt of the written grievance.

10.5.2 Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) working days after receipt of the decision in Level I. Upon receipt of appeal, the School Board shall set a time to hear the grievance, and such hearing shall be held within twenty (20) working days after receipt of the appeal. Within ten (10) working days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

10.6 SCHOOL BOARD REVIEW

The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notifies the parties of its intention to review within twenty (20) working days after the Level I decision has been rendered and completes the review within ten (10) working days of the date of notice. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

10.7 ARBITRATION PROCEDURES

In the event that the Principal or the Principals' Association and the School Board are unable to resolve any grievance, the grievance may be submitted as defined herein:

10.7.1 Request

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) working days following the decision in Level II of the grievance procedure.

10.7.2 Prior Procedure Required

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

10.7.3 Selection of Arbitrator

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint a list of arbitrators pursuant to M.S. § 122A.40, subd. 15, from which the parties shall select an arbitrator, providing such request is made within twenty (20) working days after request for arbitration. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a denial of the grievance.

10.7.4 Submission of Grievance Information

- A. Upon appointment of the arbitrator, the appealing party within five (5) working days prior to the arbitration hearing forward to the arbitrator, with a copy to the School Board, 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 10.5, of the grievance procedure.
- B. The School Board shall make a similar submission of information relating to the grievance to the grievant and the Principals' Association within five (5) working days prior to the hearing.

10.7.5 Hearing

The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

10.7.6 Decision

Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by the PELRA.

10.7.7 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 the arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses, which the parties mutually agree are necessary for conduct of the arbitration. The cost of a transcript or recording shall be the responsibility of the party requesting such transcript recording.

10.7.8 Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

11. UNREQUESTED LEAVE OF ABSENCE

11.1 PURPOSE

The purpose of this language is to constitute the required plan for Unrequested Leave of Absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes or buildings.

11.2 DEFINITIONS

For purposes of this Article, the terms defined shall have the meanings respectively ascribed to them.

Principal shall mean principal, co-principal and assistant principal and members of the unit as defined by PELRA and this Agreement.

Qualified shall mean a principal with a valid state license within the past five (5) years and who has completed at least one year of continuous service as a Principal or Assistant Principal to the school district.

Position shall mean a principal or co-principal position or an assistant principal position. The Knights Academy Principal is classified as an assistant principal position for the purposes of this MOU.

Classification is defined as the roles of assistant principal and principal.

Seniority commences upon completion of one year of continuous administrative service as a principal in the School District.

11.3. ULA

11.3.1 Terms

The School Board may place on ULA such principals as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes or buildings. Such leave of absence shall continue for a period of three years, after which the right to reinstatement shall terminate; provided the principal's right to reinstatement shall also terminate if the principal fails to file with the Superintendent, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the principal and the School Board.

11.3.2 Notice

Principals placed on such leave shall receive notice by April 1 of the school year prior to the commencement of such leave with reasons for said placement.

11.3.3 Placement

Principals shall be placed on ULA in inverse order of seniority in the position and classification with the following exceptions:

1. An assistant principal may not assert seniority rights for a position of principal.

2. A principal shall not assert seniority rights to a teaching position unless the principal was employed as a licensed teacher in the school district for three or more years, tenured by the school district, and moved directly from a teaching position into an administrative position within the district. A principal without seniority rights to a teaching position shall not be included in the certified staff seniority list.
3. This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color or sex; and any principal employed in an affirmative action program may be retained in the category of a principal with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

11.3.4 Seniority Tiebreaker

For purposes of the order of reassignment, placement on unrequested leave and reinstatement of administrators with equal years of service, ties shall first be broken by the amount of time employed by the school district, then by overall years of administrative experience, and finally by lower file folder number as recorded on the administrator's Minnesota teaching license.

11.3.5 Years of Service

Any principal placed on such leave may engage in administrative work, teaching or any other occupation during such period and may be eligible for unemployment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

11.4 REALIGNMENT

For purposes of placement on ULA or reinstatement from ULA, nothing in this Article, shall require the School District to reassign a senior principal to a different position for which he/she is not qualified, as defined in Section 11.2 above, to accommodate the seniority claims of a junior principal.

11.5 REINSTATEMENT

11.5.1 Process

No new principal shall be employed by the School District while any qualified principal is on ULA. Principals placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which principals were placed on ULA.

11.5.2 Notices

When placed on ULA, a principal must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the principal at the last known address shall be sufficient, and the principal on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a principal shall not be the responsibility of the School District if any notice has been mailed as provided in this Article.

11.5.3 Acceptance of reemployment

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

11.5.4 Reinstatement rights

Reinstatement rights shall automatically cease three (3) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board, the Association and the qualified principal.

Any administrator who is reassigned to another administrative position shall retain his/her most recent salary, adjusted for any reduction in duty year, without any increase until such time as the salary placement position of the new assignment meets or exceeds that of the former administrative salary. Administrators who accept reassignment or another administrative position shall retain their right to reinstatement to their former administrative position in the event of vacancy or creation of new positions with the Administrative Unit in the inverse order of their employment reassignment for a period of three years.

11.6 ESTABLISHMENT OF SENIORITY LIST

11.6.1 Preparation

The School Board shall annually approve a seniority list (by name, date of employment, qualification, and classification) to be prepared from its records. The School District shall forward a copy of the list to the Association.

11.6.2 Request for change

Any principal whose name appears on such a list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of posting, which may be by email, to supply written documentation, proof, and request for seniority change to the Superintendent or his/her designee.

11.6.3 Final list

Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District which list, as revised, shall be binding on the School District and any principal.

11.6.4 Seniority rights

The parties agree that any principal who does not meet the definition of seniority as set forth in section 11.2 would not be placed on the seniority list or retain ULA rights.

11.7 PROCEDURE

Any challenge by a principal who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore, shall not be subject to the grievance procedure.

11.8 STATUS OF BENEFITS

11.8.1 No salary on ULA

A principal on unrequested leave shall not earn step advancement or credit toward longevity pay advancement on the salary scale while on unrequested leave. A principal on unrequested leave shall not earn a salary.

11.8.2 Sick leave

A principal on unrequested leave shall not accrue sick leave while on leave, but upon reinstatement shall have restored all previously accrued sick leave earned prior to placement on leave.

11.8.3 Benefits

Any administrator placed on unrequested leave of absence shall remain eligible for all administrative benefit plans but must pay all insurance premiums, including the district contribution as identified in the Master Contract, therefore while on leave.

12. ELECTION OF REMEDIES AND WAIVER

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an out of district administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

13. TERM OF CONTRACT

13.1 DURATION

This agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter, until modified or terminated pursuant to the PELRA, as amended.

13.2 MODIFICATION

If either party desires to modify or terminate this agreement effective on June 30, 2023, it shall give written notice of such intent no later than April 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this agreement.

13.3 EFFECT

This agreement constitutes the full and complete agreement between the school board and the association. The provisions herein supersede and take precedence over any and all prior agreements, resolutions, practices, district policies, rules or regulations concerning the terms and conditions of employment.

11 APPENDIX A SALARY SCHEDULE

2023-24	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	150,338	153,199	156,119	159,090	162,113
High School AP	126,284	128,687	131,140	133,636	136,175
Middle School Principal	141,318	144,007	146,752	149,545	152,386
Middle School AP	120,270	122,559	124,895	127,272	129,690
Elementary Principal	135,304	137,879	140,507	143,181	145,901
Knights Acad. Principal	114,257	116,431	118,650	120,908	123,206

2024-25	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	156,352	159,327	162,364	165,454	168,597
High School AP	131,335	133,835	136,386	138,981	141,622
Middle School Principal	146,970	149,767	152,622	155,526	158,481
Middle School AP	125,081	127,462	129,891	132,363	134,878
Elementary Principal	140,716	143,394	146,127	148,908	151,737
Knights Acad. Principal	118,827	121,088	123,396	125,745	128,134

2023-24 Longevity	
Years 5-8	2,000
Years 9-12	2,500
Years 13-16	3,000
Years 17+	3,500

2024-25 Longevity	
Years 5-8	2,000
Years 9-12	2,750
Years 13-16	3,500
Years 17+	4,500

The School Board reserves the right to place all new principals at the appropriate step on the salary schedule.

Longevity Pay

Longevity pay shall be allocated after the successful completion of 5 years of service in the principals' unit. Longevity pay shall be added to the base salary. Longevity pay is non-accumulative. Longevity pay shall be prorated based on a principal's FTE.

Parties Intent

The parties intend to observe the following percentages of the high school principal's salary in setting the salary matrix for this group as follows:

1. High School AP- 84%
2. Middle School Principal- 94%
3. Middle School AP- 80%
4. Elementary Principal: 90%
5. Knights Acad. & STMA Online Principal- 76%

Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following representatives of the District and the Association:

FOR: St. Michael - Albertville
Principals' Association

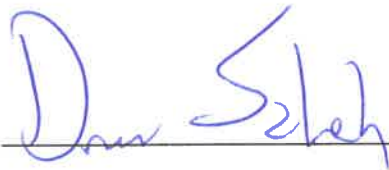


Andrew Merfeld, President

11-03-23

Date

FOR: The St. Michael-Albertville
Independent School District No. 885



Drew Scherber, Chairperson

11-06-2023

Date



Hollee Saville, Clerk

11-06-2023

Date