

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

and

DULUTH PRINCIPALS' ASSOCIATION

EFFECTIVE DATES

August 1, 2023

to

July 31, 2025

**AGREEMENT
Between
Duluth Principals' Association**

and

**Independent School District No. 709
St. Louis County, Minnesota**

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AGREEMENT

Between

Duluth Principals' Association

and

**Independent School District No. 709
St. Louis County, Minnesota**

This Agreement, by and between the Duluth Principals' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

Definitions:

Subd. 1. "Principal" shall mean a principal or assistant principal appropriately licensed.

Subd. 2. "Interim" principal refers to an individual who temporarily assumes the role and responsibilities of a principal or assistant principal during a transitional period.

Subd. 3. "Seniority" shall mean employment under a as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave.

Subd. 4. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals.

ARTICLE I **Recognition**

The School District formally recognizes the Duluth Principals' Association as the exclusive bargaining representative for the appropriate unit, including all Principals, Principals on Special Assignment, and Assistant Principals who are required to be licensed by the State Department of Education and who are public employees within the meaning of Minnesota Statute 179.06, Subd. 2, excluding Superintendents, Assistant Superintendents, district-wide administrators, supervisory employees who are not required to be licensed, confidential employees, and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees or affecting the role of the Association as the exclusive bargaining representative with any other organization or person except as required by law.

ARTICLE II
School District And Association Rights

Section 2.1 - School District Rights - Inherent Managerial Rights. The exclusive representatives recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such as areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel.

Section 2.2 - Job Advertisement. When a vacancy exists for which no member on layoff has full rights or when a new Principal or Assistant Principal position is created, the District shall communicate in writing the existence of such vacancy or new position to the Principals' Association. A vacancy is defined as a position or opening, which occurs following Board action. All Principal or Assistant Principal positions shall be posted with a minimum qualification being Minnesota Principal Licensure. Such shall be done in order to allow Principals' Association members the opportunity to express interest in and/or apply for vacancies within the unit. The District shall interview all Principals' Association members interested in a vacancy. The District will make all reasonable attempts to fill all positions with licensed candidates.

Any newly created administrative positions determined to be within the appropriate bargaining unit will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position and the number of contract weeks to be worked within ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and determine the number of weeks and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

Section 2.3 - Validity Or Conformity To Law Clause. If any provision of this Agreement is or shall at any time be contrary to law or affirmative action, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

Section 2.4 - Savings Clause. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

Section 2.5 - Association Dues. In the event the Association finds it necessary to make an assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or their representative as designated by the Association President. The withholding of such assessment shall be limited to not more than two (2) such withholdings per each contract year.

Section 2.6 - Matters Not Covered. This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 2.7 - Probation. Upon initial appointment to the Principals' Association, there shall be a one (1) year probationary period for individuals having teacher tenure in the District. Upon promotion from an Assistant Principal to a Principal, there shall be a one (1) year probationary period for individuals having tenure in the District. In the event that such member on probationary status is determined to not meet District probationary standards for continued employment in their new role, that person shall have the right to return to their previous position within the unit or to an equivalent position to the one held prior to the probationary assignment with seniority and status that reflects all previous District employment.

Those unit members new to the District and on probationary status may be terminated pursuant to state statutes i.e. (122A.41).

To ensure success, the District will support any probationary principal or assistant principal by providing a mentor by a current DPA member. Both parties would be compensated based on Section 3.9. Mentorship will continue until tenure status

is achieved/probationary period has ended. Appointments will be made in collaboration between district leadership and the DPA Executive Board when the position is hired. Mentoring guidelines will be mutually agreed upon by the District and the Association based on the needs/experiences of the probationary principal.

Section 2.8 - Professional Development. The parties recognize that professional growth and development is a continuing obligation of members of the District's administrative team. Members shall avail themselves of professional growth opportunities for improving leadership skills.

Funds shall be provided to pay the costs of attendance at national, regional, or local conventions, workshops, clinics or other professional meetings or for professional organizations membership. All expenditures must be pre-approved by the Superintendent or their designee.

Yearly allowance shall be \$1500.00 to be made available for allowable expenses for each member. In addition, the District will pay up to \$1200 per year for the following yearly dues: MASSP, MESPA, NESPA, or NASSP and BOSA dues. A member may carry forward for one (1) year to the next, any or all of the allowance that remains unused at the end of the contract year. The maximum individual allowance available including carry over shall not exceed \$7000. In addition, the District will pay \$3500 per year for two years for up to two (2) principals to attend that Minnesota Leaders Principals Academy upon approval

Section 2.9 – Cell Phone Allowance. The School District shall provide the Employee with a Cellular Phone Allowance. The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.

ARTICLE III

Terms And Regulations Of Employment

Section 3.1 - Definition of the Work Year. Member shall have as vacation days during the regular school year those days specified in the official school calendar as days when school is not in session. In the event teachers may be required to perform duties on other days or days in lieu of scheduled school days as provided in the official school calendar due to emergencies including energy conservation, members will also be required to adjust their annual work schedules accordingly without change in compensation. Strikes shall not be considered an emergency closing.

Section 3.2 - Summer School Administrative Positions. The School Board may create the position of summer school Coordinator(s) to plan, develop and coordinate District summer school programs. Summer school administrative positions may include the summer school Coordinator(s) and summer school Principal(s). If, by a mutually agreeable date, summer school administrative positions remain unfilled by unit members, the School District may fill the positions with non-unit members.

Availability of such position(s) shall be made known to unit members by mail and applications accepted in a timely manner. The stipend for such planning, development and coordination shall be \$5,000.00. The services shall be considered part of the Principals normal work year.

Summer School Principal positions assigned to buildings shall be made known to unit members by e-mail and posted through the regular process, with applications accepted in a timely manner. Summer School Principal assignments will be filled in a timely manner. Pay for the summer school building assignments shall be on a pro- rata basis according to the class and step of the assigned member.

Section 3.3 - Weeks Beyond Regular School Year. The basic assignment for weeks worked before or after the student school year shall normally be in the members' assigned building.

Weeks worked beyond the student school year shall be distributed with at least two (2) weeks being worked immediately before and one (1) week after the student school year in the member's assigned building, except that Elementary Assistant Principals will work at least one (1) week before and one (1) week after the student school year in the assigned building.

One of the contracted weeks in Appendix A, is to be flexible and used by the principal as needed. The District reserves the right to schedule up to three professional development days for principals within the two weeks prior to the return of the teaching staff.

Individual members and the Superintendent and/or their designee shall agree to distribution of the remaining contract weeks worked beyond the student school year.

Up to five (5) work days in each contract year may be assigned by the Superintendent for professional development activities outside the member's building or for participation in District-wide initiatives. These five (5) days are in addition to regular meetings and normal on-going in-services that may occur during the student school year. An individual member and the Superintendent shall agree to the distribution of such days.

Section 3.4 - Adjustment In Work Year. Members with the Superintendent's or Superintendent Designee's approval, may adjust their contract year in order to allow for time off during the normal contract year.

A member may receive pro-rata compensation or compensatory time (at the discretion of the Superintendent) for services performed which goes beyond their contract year provided the Superintendent gives written approval for such services to be performed before such services are initiated.

Section 3.5 - Advancement Through The Salary Schedule. Members covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year of service in the School District, except as otherwise provided in this Agreement.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated Principal position in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of their contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

Section 3.6 - Placement On The Salary Schedule. Placement on the salary schedule for members newly employed by the School District will be determined by agreement between the individual and the School District. The unit will be notified in writing of the salary placement.

Placement on the salary schedule for members who are changing positions within the bargaining unit shall be made on the salary schedule on no less than a year for year basis for Principal and/or Assistant Principal experience in the School District.

Section 3.7 – Transfers/Change of Assignment. Should an involuntary transfer or change of assignment become necessary, the Principals' Association member and the Association shall be notified and be given reason in writing for such transfer by July 1, preceding the school year in which the transfer will occur. A copy of the description for the position into which the Principal will be transferred will accompany the notices.

Should a vacancy occur and an involuntary transfer become necessary between July 1, and August 1, the Superintendent of Schools may transfer up to three (3) members of the Principals' Association to fill such vacancies and subsequent vacancies at his discretion. Since it is in the best interest of the Principals' Association and of the School District all transfers will be made in a timely manner. Transfers may occur at any time during the school year with the agreement of both the member and the Superintendent. Demotions governed by Minnesota Statutes 122.41, Subd. 6 shall not be considered transfers.

Section 3.8 – Salaries. The salaries of the members covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Members who begin their service in a position within the Principals' Association on or after February 3 of the school year will receive no increment the following year.

Section 3.9 – Additional Assistance: The District may request additional assistance from Duluth Principals' Association members. Areas of assistance may include mentorship, administrative professional development, administrative intern

supervision, District leadership activities, action research or other activities. Any additional services will be arranged by mutual consent of the Duluth Principals' Association, the impacted Principal or Assistant Principal and the District. The member shall receive pro-rata compensation for services performed provided the Superintendent or the Superintendent's designee gives written approval for such services to be performed.

Section 3.10 – Establishment of a Seniority List & Bumping Progression

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principal's bargaining unit.

Subd. 2. All principals will have a seniority date of the K-12 principal's list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list to discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 4. In the event the principals have been hired on the same date, the date of the board action will be a tie breaker. Those with the longest service in administration will retain existing administrative positions for which they are certified.

Subd. 5. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time positions involving continuous service.

Subd. 6. Bumping Progression

- High School Principal-Least Senior High School Principal-Least Senior Middle/Residential/ Alternative Principal-Least Senior Elementary-Least Senior High School Assistant Principal- Least Senior Middle School Assistant Principal-Least Senior Elementary Assistant Principal

Subd. 7. If an individual is left without an administrative assignment they shall be given the option of becoming a classroom teacher in a position for which they are certified. The new assignment will be made in accordance with Minnesota Statutes 122A.41 and 123A.19.

Section 3.11 - Tort/Liability Protection. The School District agrees, subject to the provisions of state statute that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against the member in their individual capacity, or in their official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of their employment and acting in good faith.

Section 3.12 – Absence Outside Building: When a Principal or Assistant Principal is absent from the building or placed in another assignment for longer than five (5) consecutive days, one of the following will take place after discussion between the District and the remaining Principal(s) or Assistant Principal(s) to fill the position after the fifth (5th) day.

- A. A qualified substitute will be appointed to fill in; or
- B. The remaining Principal(s) or Assistant Principal(s) in the building will receive pro-rata compensation for the additional hours worked due to the member absence; or
- C. The District will pay for an alternative position such as Assertive Disciplinarian or Administrative Intern to assist with the additional duties required.

An exception may occur if an Assistant Principal or Principal is not anticipated to be off work for longer than five (5) consecutive days, but the extent of the absence is longer than five (5) days.

Section 3.13 – Filling Mid-Year Vacancies: Positions that become open during the school year may be:

- A. Posted and filled with a permanent replacement; or
- B. Posted as interim and filled with an interim replacement; or
- C. Posted and filled with an Administrative Intern.

ARTICLE IV
Leaves Of Absence

Section 4.1 - Leaves Of Absence Without Pay.

A. Leaves of absence without pay shall be granted upon written application to the Executive Director of Human Resources for the following reasons:

1. **Military leaves** of absence shall be granted to any member who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
2. **Parental Leave**. Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the member requests, parental leave shall be granted to the end of the school year. In order to be eligible for parental leave, the member must request the parental leave in writing to the Executive Director of Human Resources at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and members would have lost their position, pursuant to the layoff provisions of this Agreement, had member not been on parental leave, then the member is not entitled to reinstatement in the member's former position and, in such circumstances, the member shall retain all rights under the layoff and re-employment provisions of this Agreement as if the member had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the member is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the member is eligible under this Section.

Members may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

3. **Family and Medical Leave Act**. Members shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.
 4. **Study Leave**. Leaves of absence shall be granted, with the approval of the Superintendent, for a full time program of study related to the member's licensed field. Application for such leave is to be made by April 1 for the following school year. Such a leave may be extended subject to the approval of the School Board through a second consecutive full school year, provided application is made by April 1 for the following school year. The number of such leaves shall be not more than two (2) members in any one (1) school year. To qualify for such leave, a member must have three (3) years' experience with the School District, and a member cannot repeat such leave within a three (3) year period.
 5. **Medical Leave** of absence up to two (2) years shall be granted while a member is unable to perform the regular duties of their employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
 6. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.
- B. Upon termination of their leave of absence and return to the school system, the member shall be placed at the same position on the salary schedule as they would have been had they been employed in the School District during such period if the leave was granted for any of the following purposes:
1. **Military Leave** provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
 2. **Medical And Parental Leave** of absence less than eighty (80) working days in any school year;
 3. **Exchange** administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries;
 4. Federal, foreign or military education programs.
- C. Any member on leave of absence may, if they so elect, remain in the School District's hospitalization group, provided they pays all premiums quarterly in advance to the School District.

Section 4.2 - Personal Leave Day. Members will be granted three (3) personal days each year. Each personal leave day will be available to the unit member at their discretion under the following guidelines:

1. A written request shall be submitted to the Superintendent or immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the member will assume the responsibility in such an emergency of notifying the Superintendent or immediate supervisor at the earliest possible time.
3. Personal leave days shall not be charged against accumulated sick leave. If coverage is necessary, it will be provided from within the Principals' Association.
4. A personal leave day shall not be taken during the first or last two (2) weeks of the school year. If emergency situations occur during these time periods personal leave shall be granted.
5. A member may accumulate two (2) unused personal leave days; however, no more than two unused personal leave days may be carried over from any one school year to the next school year.

Section 4.3 - Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in their former position and salary classification upon the return to the District of the Principal on leave. If no position is available, Section 3.10 Subd. 6 and Subd. 7 would be utilized. This provision shall also apply to leaves with pay.

If an interim position is filled by a current DPA member and, at the mutual agreement of that principal and Superintendent or designee, that member will remain in the role after the interim term. The position does not need to be advertised and the status of interim will be removed. If an interim position is filled by someone who was not currently a DPA member the position would need to be advertised through the process laid out in Article 2, Section 2.2 for the permanent position.

Section 4.4 - Leaves Of Absence With Pay.

- A. **Military Leave.** Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave.** Members may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or their designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave**
 1. **Yearly Allowance.** Sick leave shall be accumulated at the rate of ten (10) days for the thirty-eight (38) week school year plus additional days for those employees covered by this Agreement whose work year exceeds thirty-eight (38) weeks at the rate of one (1) additional day for each three and eight-tenths (3.8) additional weeks of work. Annual maximum shall be thirteen (13) days per year.

Cumulative Plan. Unused sick leave shall accumulate to a maximum of two hundred ten (210) days.
 2. Holidays which occur during absence on account of personal illness, death in family or family leave shall be compensated for and shall not be deducted from sick leave.
 3. **Sick Leave Bank.** For purposes of considering the establishment of a sick leave bank, a committee of three (3) members of the Association appointed by the President plus three (3) members appointed by the Superintendent, including the Executive Director of Human Resources, shall develop rules and regulations governing such a sick leave bank to be approved by the Association membership.
- D. **Death In Family Leave**
 1. Full pay for absence not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
 2. A member may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
 3. Definition of ***"family"*** under death in family allowance shall constitute members of the immediate family of an employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew and when legal or financial responsibility or obligation has been determined. This shall also apply to foster relationships of the above listed categories.

E. Jury Duty

1. When a member is selected for jury duty, the Superintendent will be notified and that member will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
2. The Principal will receive their regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

F. School-Related Injuries: A member who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of an assault, leave without loss of pay shall be granted until such time as LTD or worker's compensation becomes effective. Leave granted due to injury as a result of assault shall not be deducted from the member's accumulated sick leave.

G. Family Leave

1. Eligible members under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the member, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent.
2. **"Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, mother-in-law, father-in-law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
3. In addition to the above, members who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the member's dependent child in accordance with Minnesota Statute §181.9413 (2013).

Section 4.5 – Mid-Career Leaves. A Mid-Career leave of absence may be granted when approved by the Superintendent and School Board on the condition that it meets the requirements of Policy #4130. Rights of reinstatement is also guided by Policy #4130.

Section 4.6 – Unrequested Leave of Absence.

A. Placement on Unrequested Leave of Absence

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation the provisions of Minnesota Statute 122A.41, as amended shall apply.

Subd. 2. Tenured principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list. Employees on probation, as defined in Section 2.7 will not be eligible for unrequested leave of absence.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unit as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

B. Reinstatement

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

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. The list shall be updated every October 1st, and a copy shall be forwarded to the Association.

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

Subd. 4. Notification of available positions shall be certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of the notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teacher or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of two (2) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

ARTICLE V

Insurance

Section 5.1 - The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

Section 5.2 - The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement.

Section 5.3 - Group Term Life Insurance. Group term life insurance in the face amount of \$100,000.00 will be provided for each employee in the Unit at no cost to the employee. Optional supplemental group life and A, D & D benefits equal to the maximum provided by the carrier and dependent life insurance, will be made available at the employee's cost as soon after the execution of this contract as is possible or readily transactable, whichever is later, provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those members, whether within or without the bargaining unit, who would be eligible for the administrators' group life insurance presently in effect in the School District.

Section 5.4 – Dental. The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration, may be selected.

Election of options only may be selected within the first thirty (30) days of employment or during the annual open enrollment period.

Section 5.5 - In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, such benefits shall, on the same basis and in the same manner be increased, decreased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long term disability insurance, liability insurance, earned medical plans (only as it pertains to the content of Article 8), dental, legal, sabbatical leaves, physical exams, payroll deductions, but shall not include life insurance, wages and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

ARTICLE VI

Travel

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. **In-District-Travel.** For Principals authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. **Out-of-District Travel.** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy (#3136R).

Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or their delegated representative. Reimbursement for out-of-district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of members or the role of the exclusive representative of members in the meeting and negotiation process.

ARTICLE VII

Grievance Procedure And Arbitration

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

Section 7.1 – Definitions.

- A. A ***"grievance"*** is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
- B. The ***"aggrieved employee"*** is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication or misinterpretation of the terms of this Agreement.
- C. The term ***"days"*** when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday the next calendar day which is not a Saturday, Sunday or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

Section 7.2 - Representation Rights. The aggrieved employee reserves the right to be represented by a representative of their choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Association shall be their designated representative in binding arbitration. The Association shall be notified, and a representative of the Association may be present and express their views at all steps of this grievance procedure.

Section 7.3 – Procedure. (Step 1) The aggrieved employee shall present their grievance in writing to the Superintendent of Schools and the President of the Principals' Association within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or

contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Superintendent or their designee shall set a hearing date within ten (10) days of the filing of the grievance with the Superintendent and notify the aggrieved employee, his/ her designated representative and the Association. A decision in writing by the Superintendent or their designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

Section 7.4 – Arbitration. The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or their designee or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. Their written decision shall state the facts and Articles of the Agreement on which their decision relies, shall include their conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall they have authority to determine whether any of the provisions of this Agreement are unlawful. The Association and School District may present any evidence or testimony or raise any issues before the arbitrator, whether or not presented or raised at the prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator and of any copies of a written transcript of the proceedings it shall request from the arbitrator and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

Section 7.5 - Miscellaneous Provisions.

- A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or their designee may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.
- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or their designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
- C. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final, except at the arbitration level, where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
- D. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive

their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

- E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
- F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Superintendent or their designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Superintendent of Schools shall first authorize hearings at Step I during working hours.
- G. For purposes of Minnesota Statutes 572.15(a), the arbitrator's decision shall be delivered by certified mail to the representatives of the employer and the union.
- H. All filings, service, appeals, and other communications may be made electronically, by e-mail.

ARTICLE VIII

Health Care Savings Plan (HCSP)

Section 8.1 - To be eligible to receive the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS), a Principal or Assistant Principal (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District or 7 years of service as a member of the Duluth Principals Association.

Section 8.2 - Employees shall be granted sick leave in accordance with Article IV, Section 4.4 of the Principals' contract. Up to one hundred eighty (180) days of accumulated sick leave may be used for HCSP purposes.

Section 8.3 - The daily rate of pay (DRP) shall be the basic daily rate of pay, including longevity, plus performance pay at the time of separation (retirement or resignation) and does not include additional compensation for extra-curricular, extended employment or other additional compensation.

Section 8.4 - Determination Of the First HCSP amount. Up to one hundred (100) days of accumulated sick leave multiplied by the daily rate of pay at the time of retirement shall be contributed to the HCSP at the time of separation. The dollar amount for unused sick leave beyond one hundred (100) days as calculated according to Section 8.5 shall also be contributed to the HCSP at the time of separation.

Section 8.5 - Calculation Of Employee's second HCSP amount. Each employee shall be credited one (1) day for each year of service to the District. This total will be multiplied using the multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement or resignation. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Section 8.4. This total will be multiplied by the employee's daily rate of pay at the time of separation and discounted by 3.5 percent. The discounted amount will be credited to the employee's HCSP.

Formula Multiplier Chart **(Accumulated Sick Leave Days = Formula Days)**

<u>Formula Days</u>	<u>Multiplier</u>
171-180	3.38
0-170	2.50

1. The dollar amount for unused sick leave beyond one hundred (100) days will be discounted by 3.5%

EXAMPLE:

Years of Service	30.00
x 3.38	3.38
= Subtotal	101.40

+ Unused Sick Leave	180.00
= Total Days	281.40
x Daily Rate of Pay	\$ 300.00
= Total Value of (HCSP)	\$ 84,420.00
- First 100 Days	(\$ 30,000.00)
= Remainder	\$ 54,420.00
- Discount	(\$ 1,904.70)
= Amount to MSRS	\$ 52,515.30

Section 8.6 - Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or resignation.

Section 8.7 - The employee must give written notice of separation to the Senior Human Resources Manager prior to April 1 if not returning for the following school year, or three (3) months prior to separation if separating during the school year, except in cases involving serious illness or other justifiable cause, an employee may separate after such time limits with the approval of the Superintendent and may receive benefits under the HCSP.

ARTICLE IX

Paydays and Payroll Deduction Provisions

Section 10.1 – Paydays. All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. (Approximately every six years, there will be 27 pay periods, as a result an Employees pay will be adjusted accordingly.)

Effective July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

Section 10.2 - Method Of Payment. The employer may pay employees in the bargaining unit by depositing in such banks within the School District as the employer shall designate the net salary or wages owed to such employees in an account to be provided for each employee. Employees not desiring to do their banking with such banks as designated by the School District shall be permitted to withdraw such salary or wage payments from such banks without charge to the employee.

Section 10.3 - Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar, shall begin on the first payday following at least one (1) week's work for the School District.

10.4- Special Provisions.

- A. United Way deductions shall be at a minimum of \$10.00 and in regular payments of not less than \$1.00 per month.
- B. All insurance premiums shall be paid in advance of the month in which they are due.
- C. Harbor Pointe Credit Union deductions shall be in multiples of \$5.00 and may be altered not more than twice a year.
- D. Tax sheltered annuity changes will be allowed at any time during the year.

ARTICLE X

Personnel Files

Section 11.1 - A member shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Administrative Offices or the local school office relating to the individual member as provided by

~~Minnesota Statutes, Section 122A.41, Subd. 15, and to submit for inclusion in the file written information in response to any~~
such material.

Section 11.2 - Identification or written authorization shall be required before access is given to any file.

Section 11.3 - All evaluations of a member shall be reviewed with the member by the immediate supervisor prior to filing. The member shall be requested to sign the evaluation to indicate that they has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each member so evaluated shall be informed.

Section 11.4 - Official grievances filed by any member the grievance procedure shall not be placed in the personnel file of the member, nor shall such a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

Section 11.5 - All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

Section 11.6 - A member shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the Principal's signature.

Section 11.7 - Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name and reason for inspection.

ARTICLE XI **No Strike Clause**

The Duluth Principals' Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a member covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless a member required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Members, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial five (5) working days of a strike or work stoppage. Such leave time shall be made up beyond the member's regular contract year, e.g. a forty (40) week member may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond their regular forty (40) week contract period. Should additional time, as determined by the Superintendent be necessary which exceeds the member's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

ARTICLE XII

Term Of Agreement

Section 13.1 - This Agreement shall be effective August 1, 2023, except as otherwise provided herein, and the term of this Agreement shall be from August 1, 2023 to July 31, 2025, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.


Section 13.2 - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2025, both parties shall present their proposals for changes in the agreement and commence negotiations for a new agreement.

Section 13.3 - This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota, this 20th day of November 2023.

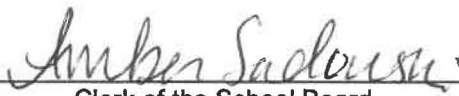
DULUTH PRINCIPALS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 709

By: 
President

By: 
Chair of the School Board

By: 
Negotiations Chairperson

By: 
Clerk of the School Board

APPENDIX A

2023-2024 SALARY GRID								
Position	Weeks	Classes		Step 1	Step 2	Step 3	Step 4	Step 5
Elementary Assistants	42	I	Annual	\$97,087	\$100,047	\$103,158	\$106,370	\$109,915
			Monthly	\$8,091	\$8,337	\$8,596	\$8,864	\$9,160
Middle School Assistants	43	II	Annual	\$104,681	\$108,158	\$111,635	\$114,480	\$118,026
			Monthly	\$8,723	\$9,013	\$9,303	\$9,540	\$9,836
Senior High Assistants	43	III	Annual	\$105,103	\$108,474	\$111,951	\$115,218	\$118,763
			Monthly	\$8,759	\$9,040	\$9,329	\$9,601	\$9,897
Elementary Principals	44	IV	Annual	\$113,485	\$117,152	\$120,711	\$124,380	\$127,925
			Monthly	\$9,457	\$9,763	\$10,059	\$10,365	\$10,660
Middle School Principals	46	V	Annual	\$121,754	\$125,818	\$129,825	\$133,777	\$137,324
			Monthly	\$10,146	\$10,485	\$10,819	\$11,148	\$11,444
Residential Principals	46	V	Annual	\$121,754	\$125,818	\$129,825	\$133,777	\$137,324
			Monthly	\$10,146	\$10,485	\$10,819	\$11,148	\$11,444
ALC/AEO Principals	46	V	Annual	\$121,754	\$125,818	\$129,825	\$133,777	\$137,324
			Monthly	\$10,146	\$10,485	\$10,819	\$11,148	\$11,444
Senior High Principals	47	VI	Annual	\$130,518	\$134,846	\$139,173	\$143,443	\$146,990
			Monthly	\$10,877	\$11,237	\$11,598	\$11,954	\$12,249

Persons with more than the below noted years of continuous full time service with the Duluth Principal's Association shall receive an additional annual longevity payment, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

Years of Experience	Annual Salary Addition
6-9	\$1000
10-13	\$1500
14-17	\$2000
18+	\$2500

APPENDIX A (Continued)

2024-2025 SALARY GRID								
Position	Weeks	Class		Step 1	Step 2	Step 3	Step 4	Step 5
Elementary Assistants	42	I	Annual	\$100,000	\$103,049	\$106,253	\$109,561	\$113,212
			Monthly	\$8,333	\$8,587	\$8,854	\$9,130	\$9,434
Middle School Assistants	43	II	Annual	\$107,821	\$111,403	\$114,984	\$117,914	\$121,567
			Monthly	\$8,985	\$9,284	\$9,582	\$9,826	\$10,131
Senior High Assistants	43	III	Annual	\$108,256	\$111,728	\$115,309	\$118,674	\$122,326
			Monthly	\$9,021	\$9,311	\$9,609	\$9,890	\$10,194
Elementary Principals	44	IV	Annual	\$116,889	\$120,666	\$124,333	\$128,111	\$131,763
			Monthly	\$9,741	\$10,056	\$10,361	\$10,676	\$10,980
Middle School Principals	46	V	Annual	\$125,407	\$129,593	\$133,720	\$137,791	\$141,444
			Monthly	\$10,451	\$10,799	\$11,143	\$11,483	\$11,787
Residential Principals	46	V	Annual	\$125,407	\$129,593	\$133,720	\$137,791	\$141,444
			Monthly	\$10,451	\$10,799	\$11,143	\$11,483	\$11,787
ALC/AEO Principals	46	V	Annual	\$125,407	\$129,593	\$133,720	\$137,791	\$141,444
			Monthly	\$10,451	\$10,799	\$11,143	\$11,483	\$11,787
Senior High Principals	47	VI	Annual	\$134,434	\$138,891	\$143,349	\$147,747	\$151,400
			Monthly	\$11,203	\$11,574	\$11,946	\$12,312	\$12,617

Persons with more than the below noted years of continuous full time service with the Duluth Principal's Association shall receive an additional annual longevity payment, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

Years of Experience	Annual Salary Addition
6-9	\$1000
10-13	\$1500
14-17	\$2000
18+	\$2500

- I. Salaries are determined by multiplying one's weeks of work per year by the weekly salary indicated on the appropriate step of the salary schedules unless otherwise provided herein.
- II. Elementary Principals assigned to supervise more than one building shall receive a stipend of \$35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

All Assistant Principals assigned to more than one building shall receive a stipend of \$35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend will be in addition to the regular scheduled pay. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

APPENDIX B


Meet And Confer

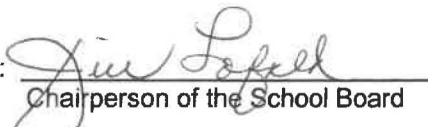
When it is in the interest of either the District or the Principals' Association to discuss alternative employee benefits the meet and confer process will be utilized to resolve such issues.

Dated at Duluth, Minnesota, this 20th day of November 2023.

DULUTH PRINCIPALS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 709

By: 
President

By: 
Chairperson of the School Board

By: 
Negotiations Chairperson

By: 
Chief Negotiator