

AGREEMENT

Between

**SPECIAL SCHOOL DISTRICT NO. 1
Minneapolis Public Schools**

And

MINNEAPOLIS PRINCIPALS' FORUM

Effective

July 1, 2021 – June 30, 2023

**MINNEAPOLIS PUBLIC SCHOOLS
Minneapolis, Minnesota 55411**

An Equal Opportunity Employer

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Article 1 Definition of Agreement

- 1.1 **Parties:** This Agreement, entered into between the Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the Board of Education and the Minneapolis Principals' Forum (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the Forum, pursuant to and in compliance with the Public Employment Labor Relations Act.
- 1.2 **Purpose:** The purpose of this agreement is to promote orderly and constructive relationships between the Board of Education, the employees of this unit and the Forum.

Article 2 Recognition

- 2.1 The Board of Education recognizes the Forum as the certified exclusive representative for the unit, consisting of all employees in the classification of principal, principal on special assignment and assistant principal.
- 2.2 The Board of Education agrees that the Forum is the exclusive representative for all personnel defined in section 2.1 of this article, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.
- 2.3 Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the unit described in Article 2.1, shall be referred to the Bureau of Mediation Services for determination.

Article 3 Definitions

For the purpose of this agreement, the words defined have the meaning given them.

- 3.1 **Employee:** Any person who holds a position in the unit for which the Forum is the certified exclusive representative and who works more than fourteen (14) hours per week and one hundred (100) work days per year.
- 3.2 **Employer:** The Board of Education of Special School District No. 1, Minneapolis, Minnesota.
- 3.3 **Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Board of Education's personnel policies affecting the working conditions of the principals but not educational policies of the school district. The term is subject to the provisions of the Public Employment Labor Relations Act ("PELRA") regarding the rights of public employers and the scope of negotiations.
- 3.4 **Principal:** Any principal, assistant principal or principal or assistant principal on special assignment.
- 3.5 **Other Terms:** Terms not defined in this agreement shall have those meanings as defined by the PELRA.

Article 4 Rights and Obligations of Employees

- 4.1 **Right to Views:** Nothing contained in this agreement shall be construed to limit, impair or affect the right of any principal or representative of a principal to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this agreement or circumvent the rights of the exclusive representative.
- 4.2 **Right to Join and Participate:** 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 choosing to participate in internal affairs of the Forum as officers, stewards, and committee persons shall be free to do so without fear of penalty or reprisal.
- 4.3 **Right to Exclusive Representation:** Principals in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such principals as provided in the PELRA.
- 4.4 **Request for Dues Check Off:** Principals shall have the right to request and be allowed dues check off for the Forum and major principal organizations as approved by the exclusive representative. The Board of Education agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by the Forum from the salaries of all employees authorizing in writing such deductions on forms provided by the Forum. The Forum will indemnify, defend, and hold the Board of Education harmless against any claims made and against any suits instituted against the Board of Education, its officers, or employees, by reason of payroll deductions for dues.
- 4.5 **Fair Share Fee:** The Board of Education, upon notification of the Forum, shall check off the requested fair share fee from the earnings of principals in this unit and transmit the same to the exclusive representative. In no instance shall the required contribution exceed a pro rata share of the expenses incurred for services rendered by the exclusive representative in relationship to the negotiations and administration of the grievance procedure.
- 4.6 **Administrative Responsibilities and Instructional Leadership:**
The principal shall have all administrative and instructional leadership responsibilities, under the supervision of the superintendent or designee, and in accordance with the present rules and regulations of the School Board, for the planning, management, operation, and evaluation of the educational program of the attendance area to which the principal is assigned.
- 4.6.1 The Principals' Forum shall make the principal appointments to those committees, exclusive of negotiation teams, which have any representatives who are appointed by other bargaining units.
- 4.6.2 Absent unusual or unforeseen circumstances, all formal evaluations of principals shall be done by his/her immediate supervisor.

- 4.7 **Recommendations For Appointments:** The principal may submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the attendance area.
- 4.7.1 The Superintendent's Office shall consult with the Principals' Forum representatives in policy changes which affect the working conditions of the principals.
- 4.7.2 The parties to this Agreement agree to establish a joint committee made up of six (6) representatives, three (3) selected by each side, to investigate, discuss and make recommendations to the parties on principal and assistant principal staffing. The committee's recommendations, if any, shall be made by December 31 of each year. This committee shall have no authority except to investigate, discuss and recommend as described above.
- 4.8 **Other Duties:** The principal shall perform other duties as may be assigned by the superintendent pursuant to the reasonable rules and regulations of the School Board.
- 4.9 **No Restriction or Denial of Principal Rights:** Nothing contained herein shall be construed to deny or restrict any principal rights he/she may have under Federal Law or the Statutes of Minnesota (or other applicable laws and regulations). The rights granted to principals hereunder shall be deemed to be in addition to those provided elsewhere. It is expressly agreed by the parties that claims arising under any such law or statute shall not be subject to the grievance procedure (Article 6) of this Agreement. Principals shall have tenure rights pursuant to the Teacher Tenure Act for Cities of the First Class.
- 4.10 **Principals' Forum Use of School Buildings:** The Principals' Forum may use school building facilities for its proper business activities without charge during the regular hours of the custodian upon notification to the Superintendent's Office, provided the use shall not interfere with other scheduled activity in the building specified.
- 4.11 **Use of School Facilities:** The Principals' Forum shall have the right to use, for its business, school facilities and equipment except for the purpose of Forum election campaigns. The Principals' Forum shall pay the cost of all materials and supplies incident to their use.
- 4.12 **Principals' Forum Business:** Duly authorized representatives of the Principals' Forum shall be permitted to transact official Principals' Forum business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.
- 4.13 **Use of School Mail Service and Electronic Communications Service:** The Principals' Forum may use the district's inter-school mail service, electronic mail and Fax equipment for communications to its members except for Forum elections provided distribution of Principals' Forum mail does not require the School Board to expend additional money or allocate additional personnel time to perform such service.
- 4.14 **Payroll Deduction:** Upon appropriate authorization from the principal, the School Board shall deduct from the salary of any principal and make appropriate remittance for credit union, savings bonds, United Fund, tax-deferred annuities, or programs jointly approved by the School Board and the Principals' Forum.
- 4.15 **Pay Options:** Principals will be paid on the twenty-six (26) pay schedule. However, the last paycheck for a Principal whose employment terminates before the end of

the fiscal year shall be reduced to reflect the number of duty days worked multiplied by the Principal's daily rate.

- 4.16 **Duty-Free Lunch Period for Principals:** All principals shall have a duty-free lunch period of at least 30 minutes. Such lunch period may be taken at the most advantageous time to be determined by the principal involved. The principal may leave the building during this lunch period.
- 4.17 **Staff Assignments:** Each building principal shall have the right to make a determination regarding each staff member's assignment within the building. Such assignment shall be made in accordance with categorical and general staff allocations, policies, rules and administrative regulations of the school district and any collective bargaining agreements which the School Board has entered into. Staff assignments are subject to the approval of the appropriate Superintendent.
- 4.17.1 The Forum will be involved in any decisions to change policies, rules or administrative regulations affecting staff assignments.
- 4.18 **Extension of School Year:** Should the school year be extended or time made up due to a strike or work stoppage of other employees, principals will receive compensation on a per diem basis for additional assignment beyond their work year, providing the principal's regular work year cannot be adjusted to accommodate the make-up time.
- 4.18.1 It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interferences with the operations of the District by the Principals' Forum or by its officers, agents, or members during the term of this Agreement including any extensions of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to lock out principals during the term of this contract.
- 4.19 **Work Day:** The professional discretion of principals in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with the responsibilities of the principalship.
- 4.19.1 Should responsibilities of the principalship necessitate attendance at evening activities, the principal may adjust his/her "day time" work schedule as needed
- 4.20 **Legal Counsel:** If a principal, while in the proper performance of duties as a principal for the School Board, is complained against or sued, the School Board will provide legal counsel and render all necessary assistance including complete indemnification to the principal in his/her defense. It shall be the responsibility of the principal to bring any such complaints to the attention of the School Board in writing.
- 4.21 **Loss of Time:** Time lost by a principal in connection with an incident mentioned in item 4.20 of this Article shall not be charged against the principal. Where the Board of Education has not provided legal counsel for the principal, the time lost by the principal in connection with the suit shall not be charged against the principal.
- 4.22 **Loss of Funds:** Principals will not be held responsible for the loss of any money collected where such loss is not the fault of the principal. Insurance shall be provided to protect principals against loss of funds.

- 4.23 **Voluntary Wage Deductions:** Employees who are covered by this Agreement may enter into voluntary wage deduction plans with the District whereby the District may recover claimed indebtedness running from the employee to the District. Such plan may provide for wage deductions in excess of the amount established by law as subject to garnishment or execution on wages.

Article 5 Board of Education's Rights and Obligations

Management Responsibilities: It is the obligation of the Board of Education 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.

5.1 Inherent Managerial Policy:

- 5.1.1 The Board of Education's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.
- 5.1.2 The Board of Education has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this agreement.
- 5.1.3 The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the Board of Education in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing conditions, equipment or facilities under the terms of this agreement and the provisions of applicable State and Federal laws.
- 5.1.4 In the event new principal positions are to be proposed by the School Board during the term of this Agreement, the Forum shall be apprised in writing of the contemplated establishment of such positions prior to the announcement of the existence of such positions.

5.2 **Managerial Rights Not Covered By This Agreement:** The foregoing enumeration of Board of Education rights 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 Board of Education.

5.3 **Management Obligations:** The Board of Education shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the

purposes of conducting the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

- 5.4 **Change in Duties:** The School Board agrees that during the term of this agreement it will not change the major duties of any classification within the bargaining unit without mutual agreement with the Principals' Forum.
- 5.5 **Assignment Changes:** Each principal and assistant principal will be notified by June 1 of that school year of his/her assignment for the following school year.
- 5.6 **Exemption for Essential Leadership:** The Superintendent may exempt from unrequested leave of absence and seniority layoff those principals assigned to Montessori or language immersion sites who, in the judgment of the Superintendent, provide essential leadership at that site.

Article 6 Grievance Procedure

6.1 General Statements:

- 6.1.1 **Intent:** The District and the Forum desire that each employee have a means by which grievances may be given timely, fair, and continued consideration until resolved.
- 6.1.2 **Definition - Grievance:** A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement and all disciplinary actions.
- 6.1.3 **Notification:** The grievance timeline for the purpose of discipline will begin when formally notified by the District.
- 6.1.4 **Definition – Terms:** Unless otherwise modified herein, all terms shall be defined as provided in the procedure promulgated by the Bureau of Mediation Services.
- 6.1.5 **Email Notification:** The parties agree that all notices and submissions in this article may be made by email (electronic filing).

6.2 Time Limitation and Waiver:

- 6.2.1 **Valid Grievance:** Grievances shall not be valid for consideration unless the grievance is submitted in writing as outlined in this grievance procedure, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the event giving rise to the grievance occurred.
 - a. Written notice by the employer or its designee to an employee giving notice of prospective action shall constitute one such event giving rise to a grievance.
- 6.2.2 **Waiver of Grievance:**
 - a. Failure to file any grievance within such period shall be deemed a waiver thereof.

- b. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

6.3 Adjustment of Grievance:

The employer and the grievant shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

6.3.1 Step 1

The employee will informally discuss the grievance with his/her immediate supervisor.

6.3.2 Step 2:

- a. **Submission to Step 2:** If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the supervisor with a copy to the Employee Relations Department. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) working days after the event giving rise to the grievance.
 - **District Response:** Within five (5) work days after submission of the written grievance, the supervisor shall answer the grievance in writing with a copy of the answer to the Employee Relations Department.
- b. **Meeting Request:** If the written answer is not accepted, the grievant or the grievant's representative may request a meeting to consider the grievance. This meeting shall be scheduled among representatives of the District and the grievant or the grievant's representative within five (5) days of the date of the request for such a meeting.
 - **District Response:** Within ten (10) work days following the Step 2 meeting, the District shall submit a written reply to the grievant or the grievant's representative. If the District fails to reply in writing, the grievant or the grievant's representative may request arbitration in accordance with Step 3 of this procedure.

6.3.3 Step 3:

- a. **Referral to Arbitration:** If the grievance is not resolved in Step 2, the grievant or the grievant's representative may refer the matter to arbitration. Any request for arbitration shall be in writing and must be received by the other party within ten (10) work days following receipt by the grievant or the grievant's representative of the District's written reply to the grievance.
- b. **Selection of Arbitrator:** The District and the grievant or the grievant's representative may select a mutually acceptable arbitrator. If not able to do so, the Forum may request a list of five (5) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The District and the grievant or the grievant's representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance.

- **Modification of the Agreement:** The arbitrator shall not have the power to modify in any form whatsoever any provision of this Agreement but shall make a final and binding decision.
 - **Fees and Expenses:** Fees and expenses of the arbitrator shall be divided equally between the District and the grievant or the grievant's representative.
- c. **Time Limitations Mandatory:** The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration. In the event the District does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be referred to the next step. The time limitations provided herein may be extended by mutual written Agreement of the District and the grievant or the grievant's representative.
- d. **Alternative Remedies:** Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a Charge of Discrimination, including, but not limited to, those Charges of Discrimination brought under Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

Article 7 Salaries

Salary schedules found in Appendix A attached hereto and incorporated herein shall be the schedule of salaries for Principals.

7.1 Salary Schedule

7.1.1 Year One – 2021-2022:

- a. Automatic salary progression on the step schedule effective July 1, 2021 for all eligible employees.
- b. 2.5% COLA increase to all salary schedules effective July 1, 2021.
- c. Additional 1.0% market increase to the below listed classifications (excludes specialty sites):
 - High School Principal
 - Middle School Principal
 - Elementary Principal
 - High School Assistant Principal

7.1.2 Year Two – 2022-2023:

- a. Automatic salary progression on the step schedule effective July 1, 2022 for all eligible employees.
- b. 2.5% COLA increase to all salary schedules effective July 1, 2022
- c. Additional 1.0% market increase to the below listed classifications (excludes specialty sites):
 - High School Principal

- Middle School Principal
- Elementary Principal
- High School Assistant Principal

- d. Elimination of step one (1) from all salary schedules for all classifications
- e. One-time \$4,000 lump sum payment to all employees currently in the bargaining unit.

7.2 Salary Placement:

7.2.1 **Initial Salary Placement:** In instances where an individual principal is agreeable to an initial step placement other than the first step of the salary schedule, such exceptions may be made by mutual agreement between the principal and a representative of the Human Resources Department. The Minneapolis Principals' Forum shall be notified of all such agreements.

7.2.2 **Salary upon Transfer to Different Site/Different MPF Position:** Upon voluntary transfer, or in accordance with the outcome of a disciplinary process, a Principal's salary shall be set according to the site level and/or position level (e.g., Principal or Assistant Principal) commensurate with the position assignment, as set forth in Appendix A.

7.2.3 **K-8 School Site Schedule:**

- K-8 school site Principals on the elementary schedule will receive an annual stipend of \$2,500.

7.3 **Advancement on the Salary Schedule:** A Principal's advancement on the salary schedule is subject to the right of the School District to withhold or delay increases for unsatisfactory performance. In such cases, the School District shall notify the employee and the president of the Forum in writing that the increase is being withheld or delayed and the reasons therefore. All such denials or delays may be appealed based on the process set forth in Appendix C.

7.3.1 **Additional Step Increases:** The Superintendent has the discretion to move people through the salary schedule more than one step per year at the Superintendent's discretion. Such movement will be based on competitive wage offers, exceptional performance, taking on additional assignments of the superintendent, or other items. The District will notify the Forum of such moves on the schedule.

7.4 **Recruitment Incentive:** The District may pay an optional recruitment incentive at the discretion of the District of up to \$10,000.

Article 8 Compensable Leave

8.1 Sick Leave for Personal Illness and for Use for Major Illness of Family Members:

8.1.1 **Sick Leave for Personal Illness.**

- a. **Definition:** Sick leave with pay shall be allowed whenever principal's absence is due to personal illness which prevents the principal's attendance at work and the performance of duties on such days, subject to the following provisions:

- b. **Approval and Verification:** Any sick leave claim shall be subject to the approval of the Superintendent as to the validity of the circumstances upon which the claim is based. The principal shall, if requested, furnish such certificates and evidence of facts as may be required for verification.
- c. **Restrictions:** Sick leave with pay shall not be granted for illness or disability while a principal is on vacation or an approved leave of absence except where the principal is receiving worker's compensation or long-term disability payments. In those two cases, principals may use one-third (1/3) of each day of unused sick leave per day.

8.1.2 **Sick Leave Accrual.**

- a. Principals shall earn and accumulate sick leave at the rate of twelve (12) days per year.
- b. Principals shall accumulate the unused portion of current sick leave at full pay without limit.

8.1.3 **Sick Leave for Family Illness.**

- a. Principals may use accumulated sick leave for major illness or injury of principal's mother, father, sister, brother, spouse or domestic partner, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, anyone who has the position of parent or child, or any person who has been a member of the principal's household for five (5) years or more immediately prior to the critical illness or death provided a minimum of fifteen (15) sick leave days are left.

8.1.4 **Sick Leave Donation**

- a. A principal may assign unused accumulated sick leave days to the account of another principal for use by the other principal as and for sick leave for personal illness as defined in 8.1.1 and for family illness as defined in 8.1.3.
- b. The assignment shall take place upon 14 days' notice to the district and shall be effective for use by the other principal only at such time as the principal's sick leave is exhausted, disability insurance has not started, up to a maximum of 60 donated days per leave.
- c. Such assignment shall be subject to the applicable federal withholding and deductions.

8.2 **Critical Illness or Death in the Family:**

- 8.2.1 **Relationships:** Principals may be granted a leave of absence for up to five (5) days in the event of the critical illness or death of the principal's mother, father, sister, brother, spouse or domestic partner, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, anyone who has the position of parent or child, or any person who has been a member of the principal's household immediately prior to the critical illness or death.

- 8.2.2 **Extension Deducted from Sick Leave:** The Superintendent may grant an extension of bereavement leave not to exceed two (2) additional days, at his/her discretion, such extension to be deducted from sick leave.
- 8.2.3 **Other Close Relatives or Friends:** Leave of absence for two (2) days may be granted for bereavement because of the death of other close relatives or friends. Such leaves shall be with pay and shall be deducted from the principals' sick leave.
- 8.2.4 **Limitations:** Principals are limited under this section to twenty (20) leave days per contract period.
- 8.2.5 **Documentation:** The District reserves the right to require documentation of critical illness or death.
- 8.3 **Court Cases:** A principal who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the principal is not a party in the case, and provided that the case is not the result of litigation undertaken by the principal or Principal's Forum against the District. Any fees that the principal shall receive for such service shall be paid to the District. In cases where the Board is a party in the litigation, the principal shall be entitled to pay while attending as a witness at the request of the Board. Such leave shall not be subtracted from sick leave.
- 8.4 **Professional Leave:** Principals may be excused for professional reasons without loss of pay after written application to and approval by the Superintendent. The purpose of such leave must be for the benefit of the Minneapolis Public Schools and the written request must be submitted not later than one (1) week in advance of the date of the requested leave. The number of principals requesting leaves and the number of days of leave requested shall be considered in granting or denying requests. Such leave shall not be granted for purposes of achieving relicensure or recertification.
- 8.5 **Required Jury Duty:** Any principal who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the principal paying to the Board any fees received minus travel allowance, for such jury service. If so requested by the Superintendent, the principal shall request excuse from jury duty.
- 8.6 **School-Based Injuries:**
 - 8.6.1 **General Statement:** A principal 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 principals are injured as a result of a student assault while engaged in the performance of the principal's duties, the district shall reimburse the principal for necessary medical, dental, hospital and surgical expenses in excess of those expenses covered by the district insurance and/or workers' compensation.
 - 8.6.2 **Not Deducted from Sick Leave:** A reasonable loss of time resulting from an assault on a principal by a student, parent or other individual that occurs while the principal is engaging in the performance of the principal's duties shall not be deducted from unused sick leave, provided the principal has filed district's assault form and/or police report.

Compensable Leave

8.6.3 **Documentation:** The principal shall, if requested, furnish such certificates and evidence of facts as may be required for verification of injury as described in this section.

8.7 Personal Leave:

8.7.1 **Personal Leave:** Up to three (3) non-accumulative personal leave days, may be used each year. When practicable, the principal shall notify the area superintendent in advance at the earliest opportunity.

8.7.2 **Religious Observance:** Principals may use three (3) days of personal leave per school year for religious observances, which shall not be deducted from personal leave but such days shall be deducted from sick leave.

8.8 Sabbatical Leave:

8.8.1 **General Statement:** The Board of Education may grant two sabbatical leaves of absence per year for the purpose of study or research.

8.8.2 **Eligibility:** To be eligible for consideration, an employee must have completed seven (7) full consecutive years of service with this District and agree to return to full-time employment with this District for at least two (2) consecutive years. An employee who is within two (2) years of eligibility for retirement shall not be eligible for sabbatical leave.

8.8.3 **Repayment:** If this employee's service is discontinued for any reason other than because of incapacity to work or discontinuance of position before the expiration of the two (2) years, the employee shall pay back to the District the prorated part of the sabbatical allowance.

8.8.4 **Vacation Rate Accrual:** Principals who are on sabbatical leave shall earn at fifty percent (50%) of normal vacation rate.

8.8.5 **Application for Leave:** Applications for sabbatical leave of absence shall be made in writing to the Superintendent of Schools by March 15 for all leaves. The Superintendent of Schools shall review all applications for sabbatical leave and make a recommendation to the Board of Education for its consideration.

8.8.6 **Salary Options:** Employees may receive as a sabbatical leave allowance, at their option, a full year's salary for one-half (1/2) of their normal work year or one-half (1/2) of their regular salary for a leave of absence equal to their normal work year.

8.8.7 **Alternate Sabbatical Leaves:** Effective school year 1989-90, one (1) elementary and one (1) secondary principal may apply for a sabbatical leave of one-half year at full pay, based on unused sick leave. Such applications shall be subject to all the terms and conditions of any other leave granted under this section, except that such leaves shall not be included in the limitations contained in Section 8.8. (no seven year requirement). Such leaves shall be granted only if, on the date the sabbatical leave is scheduled to begin, the principal: 1) has unused sick leave equal to the number of duty days of the requested sabbatical leave; and 2) will have a minimum of fifteen (15) sick leave days remaining

following the sabbatical leave. This sabbatical leave shall be charged to unused sick leave.

8.9 **Flex Days:** Flex days will be awarded in half or full day increments for work on non-duty time that is approved by the principal's supervisor.

8.10 **Parental Leave:**

8.10.1 **Purpose and Procedures.** A leave of absence shall be granted to a principal for the purpose of providing full-time care for her/his newborn or newly adopted child or children. Whenever possible, arrangements for such leaves shall be made at least 45 days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of parenting leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.

8.10.2 **Effective Dates of Leave.**

- a. Any leave that results from the birth or adoption of a child that is medically necessary as evidenced by a doctor's statement is covered by the sick leave provisions of this agreement. The principal is encouraged to meet with the Superintendent in considering the particular educational need of the students in her/his school in selecting an effective date for beginning and/or return from such leave.
- b. Unpaid leaves granted for maternity, paternity and adoption shall not extend beyond one (1) calendar year except when the expiration date would occur after April 15 in which case the leave may be extended until the first duty day for principals of the next school year, unless an earlier return date is approved by the appropriate superintendent. A principal may return for summer school employment. Failure to return to duty upon termination of leave shall be considered grounds for discharge.

8.10.3 **Interruption of Leave.** Upon five (5) duty days' notice of intent to return to duty, a principal may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.

8.10.4 **Use of Sick Leave and Return to Duty.**

- a. **Sick Leave:** A principal may use sick leave for maternity or paternity pursuant to the sick leave provisions of the agreement during a period of physical disability. A statement from the principal's personal physician must be submitted to the school physician concerning the medical complications.
- b. **Assignment upon Return:** The principal shall return to the same position if the position is still in existence. If the position is closed, the principal shall be reassigned by Human Resources in accordance with Administrator

placement protocols. If no position is available for which the principal is licensed, the principal shall be placed on itinerant status until a position is available. Failure to accept assignment in accordance with this section shall be considered grounds for discharge under M.S. 122A.41.

c. **Adoption – Special Provisions:**

- In the case of adoption, a principal may use her/his sick leave for up to 22 duty days prior to the arrival of an adopted child when the adoption procedures include a legal requirement that the adopting parent be present. Such use of duty days need not be used consecutively.
- Principals may use up to twenty-two (22) duty days following the arrival of the adopted child.

8.10.5 **Probationary Principals.** For probationary principals, the probationary period shall be extended by a period of time equal to the total number of duty days on leave. A principal who has been approved for tenure by the Minneapolis Board of Education will be considered as having completed the probationary period. A principal who has been officially notified that his/her contract will not be renewed is no longer eligible for parenting leave benefits. A request for parenting leave shall not be used as a basis for non-renewal of contract.

Article 9 Group Insurance Benefits, Retiree Insurance, and Other Insurance

9.1 **General Statements:**

- 9.1.1 The District agrees to offer group insurance benefits that include health, dental, life and disability coverage.
- 9.1.2 Benefits are subject to the terms of the contract between the insurance carrier and the District.

9.2 **Insurance Eligibility.** To be eligible for insurance benefits, the employee must be paid on the principal's salary schedule, of the collective bargaining agreement.

- 9.2.1 **Basic Eligibility:** The employee must have a .5 assignment or work twenty (20) hours per week to qualify.
- 9.2.2 **Leaves of Absence:** Employees on an approved leave of absence may participate. Employees on an approved paid leave of absence are eligible for the District contribution to premium costs.
- 9.2.3 **Principals on Layoff:** Employees who are laid off may continue coverage at the employees' own expense as provided by federal and state continuation coverage laws. Employees who are laid off may not continue disability insurance coverage.
- 9.2.4 **Domestic Partners:** Effective January 1, 2023, domestic partner benefits will be included for employees in the enhanced plan. Employees must select

the appropriate plan type to have their domestic partner included and list them as a dependent.

9.3 Enrollment for Insurance Benefits.

9.3.1 **Life and Disability Insurance:** The employee is automatically enrolled in life and disability insurance.

9.3.2 **Health and Dental Insurance:** The employee must enroll to be covered by health and dental insurance. Employees may waive all or some insurance coverage by completing a waiver of coverage form.

9.3.3 **Initial Enrollment:** New employees or employees who become insurance eligible must enroll within the first thirty (30) calendar days of becoming insurance eligible.

9.3.4 **Effective Date of Coverage:** Enrollment forms must be received by the Employee Benefit Office before coverage is effective. Coverage begins the day enrollment forms are received if the employee is actively at work on the effective date of coverage.

9.3.5 **Leave of Absence.**

- a. Employees on paid and unpaid leaves of absence may continue health and life insurance. Employees on paid leaves of absence must pay their portion of premium (if any). Employees on unpaid leaves must pay the full premium cost for coverage. Failure to pay premium when due will cause coverage to lapse. Employees who allow health insurance coverage to lapse while on leave must re-enroll to obtain coverage. An employee who does not re-enroll within thirty (30) calendar days of returning from leave, must wait for the next open enrollment period to enroll.
- b. Employees on leaves of absence for public service or service in elected public offices may continue to participate in insurance programs provided by the District upon payment of the entire premium cost to the Employee Benefits Office.

9.4 Health Coverage:

9.4.1 **Enrollment Required:** The employee must enroll to receive health plan coverage. Employees may enroll in employee only or family coverage.

9.4.2 **District Contribution:** District contributions toward health insurance premiums will be:

- a. **Contribution – Employee Only:** The District shall contribute no less than eighty percent (80%) of the total cost of the premium for the most expensive plan. The employee will pay the difference between the District contribution and the total cost of the premium for the employee-only health plan insurance.
- b. **Contribution – Employee + 1:** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premium of the most expensive plan. The employee will pay the difference between the District contribution and the total cost of the premium for employee + 1 health insurance.

- c. **Contribution – Family:** The District shall contribute no less than seventy percent (70%) of the total cost of the premium of the most expensive plan. The employee will pay the difference between the District contribution and the total cost of the premium for family health insurance.

9.5 **Dental Insurance:**

9.5.1 **Enrollment Required:** Insurance eligible principals must enroll to receive District dental plan coverage.

9.5.2 **District Contribution:** District contributions toward dental insurance premiums will be:

- a. **Contribution – Employee Only:** The District will contribute no less than seventy-five percent (75%) of the total cost of the premium toward employee only coverage. The employee will pay the difference between the District contribution and the total cost of the premium for employee-only health dental coverage.
- b. **Contribution – Employee + 1:** The District will contribute no less than eighty percent (80%) of the total cost of the premium toward employee +1 coverage. The employee will pay the difference between the District contribution and the total cost of the premium for employee+1 dental insurance.
- c. **Contribution – Family Coverage:** The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward family coverage. The employee will pay the difference between the District contribution and the total cost of the premium for family dental coverage.

9.6 **Life Insurance:**

9.6.1 **Basic Life Insurance:** Insurance eligible employees are automatically enrolled for \$100,000 of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.

9.6.2 **Optional Life:** In addition, any employees covered by this agreement may purchase up to an additional \$100,000 of life insurance in increments of \$10,000 or such increments and under such conditions specified by the carrier by paying their premium as calculated by the carrier for such additional coverage provided the carrier agrees to underwrite added coverage.

9.6.3 **Post-Retirement Life Insurance:**

- a. **Amounts and Premiums:** Upon retirement, employees may elect to purchase life insurance in the amount of \$100,000 and shall pay the premiums for such coverage. Such life insurance shall continue in the amount of \$100,000 to age 65. Thereafter, the amount of life insurance in effect shall be reduced to \$60,000 at age 66, to \$45,000 at age 67, to \$30,000 at age 68, to \$15,000 at age 69, and shall terminate at age 70.

- b. **Retirees Prior to July 1, 1986:** Employees who retired prior to July 1, 1986, may elect to purchase life insurance in the amount of \$50,000 and shall pay the premiums for such coverage. Such life insurance shall continue in the amount of \$50,000 to age 65. Thereafter, the amount of life insurance in effect shall be reduced to \$40,000 at age 66, to \$30,000 at age 67, \$20,000 at age 68, \$10,000 at age 69, and shall terminate at age 70.
- c. **Employer Obligation:** It is expressly understood that post-retirement life insurance is a benefit provided for the employee at no cost to the employer. In the event that the employer is unable to secure such insurance through an insurance carrier, such coverage shall terminate with no further obligation by the employer.

9.7 **Disability Insurance:**

- 9.7.1 **Automatic Enrollment:** Insurance eligible employees are automatically enrolled for District paid disability insurance.
- 9.7.2 **Description:** The disability insurance plan replaces two-thirds (2/3) of base salary at the time the disability began after a sixty (60) work day elimination period and upon meeting such other qualifications as may be required by the insurance provider. The disability insurance benefits are coordinated with pension and social security benefits.
- 9.7.3 **Payments:** An employee receiving payments for long-term disability may receive payment of one-third (1/3) of each day of accumulated sick leave per day while disabled until all accumulated sick leave is exhausted. No additional sick leave may be accumulated by an employee while disabled.

9.8 **Long Term Care Benefit:** Eligible principals shall have the option to participate in the plan on a voluntary basis beginning fall, 2000. Any payments to the plan provider will not be made on a before-tax basis, however, principals may choose to have amounts deducted from their after-tax earnings and submitted to the plan provider on their behalf.

9.9 **Before-Tax Benefits.**

- 9.9.1 **Insurance Deductions:** Premiums deducted from the employee's check to pay for health insurance are automatically taken on a before-tax basis, unless the employee has indicated otherwise in writing to the Employee Benefits Office. The premiums paid by the employee, if any, are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.
- 9.9.2 **Dependent Care Assistance Plan:** An employee may designate an amount per year from earnings on which there will be no federal income tax withholding for dependent care assistance (as defined in Section 129 of the Internal Revenue Code as amended from time to time.)
- 9.9.3 **Flexible Spending Account (FS):** An employee may designate an amount per year to be placed into the employee's Flexible Spending Account (as

defined in Section 125 of the Internal Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to MTRFA and pension deductions will be based on gross earnings.

9.9.4 **Deferred Compensation:** The District will contribute an annual matching amount of up to \$1,500 per principal.

Effective January 1, 2023, the District will increase the match to \$1,750. All contributions made to deferred compensation (employer and employee) are subject to any required FICA deduction. The District's matching contribution shall be made in March of each year the principal is eligible and elects to participate. Only deductions that employees defer during the match period shall be matched by the District.

a. **Option For 457/403b:** The District will make an employee payment to deferred compensation, subject to the provisions in this article. The District payment will be made to the state of Minnesota Deferred Compensation Plan (457) or 403(b) plan offered through eligible product providers or other District Providers.

9.10 **Retiree Insurance.**

9.10.1 **Eligibility:** For principals who were members of this bargaining unit prior to July 1, 1994, the Board of Education shall contribute the same amount towards hospitalization insurance premiums for employees who retire as it contributes toward such coverage for employees on active duty provided the retired employee is at least fifty-five (55) years of age or has completed thirty (30) years of service to this District or has allowable service totaling an amount that entitles the employee to receive an annuity in any two (2) or more of the participating funds and is not able to participate in a program of hospitalization insurance provided by another employer.

9.10.2 **Restrictions:** The employer contribution for retiree insurance shall terminate at the end of the month in which the retired employee attains age sixty-five (65) or becomes eligible for coverage under Medicare.

- a. The retiree may continue only the coverage in force at the time of retirement.
- b. The retiree may drop employee only or family coverage at any time. The retiree may not reenroll once the coverage has been discontinued.
- c. This benefit is subject to Minnesota Statutes 179A.20, Subd. 2.a which requires that this benefit must be incorporated in future labor agreements in order for the benefit to continue.
- d. This provision applies only to principals who were members of this bargaining unit prior to July 1, 1994.

9.11 **Retiree Insurance Reimbursement.**

9.11.1 **Description:** For Principals hired after July 1, 1994, a fund is hereby established for the purpose of reimbursement of retirees for medically related expenses. The District shall contribute \$40,000 per contract year to

this fund, and \$42,000 per contract year starting in 2016-2017. Effective the 2010-2011 school year, the District and Forum established a Post-Retirement Health Care Savings Plan (Plan) to be administered by the Minnesota State Retirement System (MSRS). The District shall make an annual payment of \$40,000 to the retirees' MSRS Plan, and \$42,000 per contract year starting in 2016-2017, for those who meet the eligibility requirements in section 9.11.2.b below.

9.11.2 Eligibility:

- a. The benefit applies to only those Principals ineligible for the retiree health insurance benefit as per Article 9.10.2.d.
- b. The principal retired from Minneapolis Public Schools at age 55 with ten (10) or more years of service credited by the Minneapolis Teachers' Retirement Association, or any age with thirty (30) years of service credited by the Minneapolis Teachers Retirement Fund Association.
- c. The principal retired from a position in the Minneapolis Public Schools and was eligible for insurance benefits.
- d. The principal is not Medicare eligible.
- e. To be eligible for the reimbursement the principal must provide satisfactory evidence of allowable medical expenses to MSRS before payment will be transferred from the MSRS account. The amount in each eligible Principal's Plan account shall be determined by dividing the account balance of \$40,000 by the number of eligible retired Principals. Effective for the 2016-2017 school year, the amount to be divided by eligible retired Principals shall be \$42,000.

9.12 Liability and Damage to Personal Property.

9.12.1 Liability Coverage: The Board of Education agrees to provide general liability, professional and corporal punishment liability coverage for each employee in the amount allowable by statute.

9.12.2 Reimbursement-Personal Property: The School Board shall reimburse employees for any loss, damage, or destruction of personal property of the employee while in the proper performance of duties as employees, subject to the following limits. Reimbursement for damage to personal property is capped at \$500 for auto damage and \$250 for other property damage with an aggregate cap of \$5,000 for auto damage and \$2,500 for other property damage. Any reimbursement made under this provision is a gratuitous payment and does not indicate that the District has accepted liability for the incident.

9.12.3 Personal Injury: If an employee is injured while fulfilling the role as an employee, expenses incurred for medical, dental, surgical and hospital care in excess of those covered by hospitalization and/or other insurance will be the responsibility of the School Board for up to 24 months following the report of injury.

- 9.13 **Joint Labor-Management Committee:** The President of the Principals' Forum may appoint up two (2) members to serve on the district wide Joint Labor Management Committee on Employee Benefits.

Article 10 Other Provisions

- 10.1 **Mileage:** The mileage rate for use of personal automobiles for approved school business shall be the prevailing Internal Revenue Service rate.
- 10.2 **Holidays:** Principals shall be eligible for ten (10) holidays. These holidays are: New Year's Day, the day designated by the District for observance of Martin Luther King's birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day.
- 10.3 **Severance Pay Plan:**
- 10.3.1 **Eligibility – Employees hired before July 1, 2014:** For employees hired before July 1, 2014 and who are at least fifty-five (55) years of age or who are credited with thirty (30) years of service by the Teachers Retirement Fund or who have allowable service totaling thirty or more years, in any two or more of the participating funds will be eligible to receive payment for 60% of unused sick leave, subject to statutory limitations and notification timelines. In the event a principal dies before a portion of the severance pay has been disbursed, the balance due shall be paid to the beneficiary named for the basic life insurance coverage in Article 9.
- 10.3.2 **Disbursement:**
- a. **Disbursement Options:** Wellness pay shall be disbursed in a lump sum payment directly to the principal. The principal may elect to have all or part of the payment placed into the principal's account with the State of Minnesota Deferred Compensation Plan or other District sponsored deferred compensation or benefit plan, consistent with the requirements of the plan. The balance, if any, will be paid directly to the principal. The principal, not the district, is solely responsible for determining the maximum allowable annual contribution amount to deferred compensation.
- b. **Deadlines and Payment Deductions:** Payment shall be made by September 30 of the year of retirement.
- Full 60% sick leave payout if a principal notifies the District by March 1st
 - If a principal notifies the District between March 2nd and April 30th, there will be a deduction of up to \$3,500 of the sick leave payout.
 - If a principal fails to notify the District before May 1st, there will be a deduction of up to \$5,000 of the eligible sick leave payout.
- c. **Retirement Date – Severance Pay Reduction.** Effective July 1, 2022, all retirements are effective June 30th. Principals who retire at a date other than June 30th shall be subject to a 25% reduction in the severance payment under this section. This provision will be waived for Principals who meet the exigent circumstances identified in 10.3.6.

- d. **Waiver of Severance Pay Reductions:** In the event of death or if a principal submits documentation verifying that exigent circumstances exist that made early notification of retirement plans impossible, such as a sudden illness/injury of the principal or immediate family member necessitating immediate retirement, and if the principal meets all the other eligibility requirements, the District will review and consider the information and may waive any reduction of severance as noted above.
- e. **Eligibility – Employees Hired After July 1, 2014:** Employees hired after July 1, 2014 will be eligible to cash out up to a maximum one hundred (100) days of accrued unused sick leave. The payout would be subject to the maximum 100 sick days times 60% of the daily rate, and the notification timelines.

10.4 **Remuneration for Doctorate:** Principals and Assistant Principals who have earned a doctorate (PhD or Ed.D) shall each be paid \$1,000 annually in addition to their salary.

10.5 **Recall From Layoff:**

- 10.5.1 **Notification:** Principals and assistant principals shall be recalled to service in accordance with state law in the reverse order in which they were discharged, demoted, or reassigned. The Board of Education shall notify principals of the availability of a position by email, US Mail or certified mail addressed to the principal's last known address.
- 10.5.2 **Acceptance:** Within seven (7) working days of the date of postmark of such notice, the principal shall notify the Human Resources Department of their intent to accept the offered position or request to be by-passed in accordance with this Section.
- 10.5.3 **Request for By-Pass:** A principal who requests to be by-passed for recall shall retain such seniority and tenure rights as though the principal had not been terminated. No extension of time for recall shall be granted.
- 10.5.4 **Termination of Recall Rights:** All rights of recall shall terminate upon the earlier of:
 - a. A refusal to accept an offer of a position.
 - b. Failure to respond within seven (7) working days to a notice of recall.
 - c. Thirty-six (36) calendar months following the first duty day of the school year following discharge.

10.6 **Professional Development:**

- 10.6.1 **General Statement:** The parties recognize that professional growth is an inherent continuing obligation of members of a management team. To that end, professional employees shall avail themselves of opportunities for improving their skills. Professional reading, participation in the professional activities of professional organizations, formal and informal study, workshops, in-service training courses, and community activities are examples of the kinds of involvement expected of principals which are encouraged by the Board.
- 10.6.2 **Costs for Attendance:** Within the limits stated in this section, funds shall be provided to pay the costs for attendance at national or regional

conventions, workshops, clinics, or other professional meetings approved by the Superintendent. Meetings which have negotiations as a principal topic shall not be deemed appropriate for purposes of this section. "Costs for attendance" shall mean registration fees, related instructional materials, lodging, food, and travel. Expenses to be reimbursed shall be properly documented upon the appropriate voucher form in accordance with District regulations.

- 10.6.3 **Superintendent or Designee Approval:** Such meetings shall be in areas of relevance to the Principal's contractual responsibilities and subject to the approval of the Superintendent or designee.
- 10.6.4 **Allowance:** The amount of \$1,400 per year shall be made available for allowable expenses for each member of the bargaining unit for professional development.
 - a. A Principal may carry forward unused funds up to \$1,400 from the previous school year, but not to exceed \$2,800 total in the account at any one time.
 - b. For SY23, Principals may carry forward additional unused funds from the previous year not to exceed \$4,200. Book orders for SY23 are limited to \$500 per year.
- 10.6.5 **College Credits:** Subject to a supervisor's approval, within the limits stated in this section, funds shall be provided to reimburse the cost of college credits for a principal to advance the principal's education.
- 10.6.6 **Local Professional Development:** Principals shall not be assessed a fee for educational conferences or meetings sponsored by the district which principals are required to attend.
- 10.6.7 **Professional Development in July.** In the event the District intends to schedule professional development in the month of July, the District shall first meet and confer with the Principals Forum to discuss the content and dates of the proposed professional development. Such professional development will not take place without the approval of the Principals Forum.
- 10.7 **Professional Association Dues:** The Finance Department shall pay the cost of membership dues in local, state and/or national professional associations of principals. Such payment shall not exceed one thousand dollars (\$1,000.00). In no event shall the payment be made for membership dues or assessments of any kind whatsoever associated with any organization that represents principals in collective bargaining activities.
 - 10.7.1 In addition to Section 10.7 above, the District shall pay or reimburse the annual cost of the Board of School Administrators fee. Such payment shall not exceed one hundred dollars (\$100.00).
- 10.8 **Professional Associations:** Principals elected or selected to serve on regional, state, or national professional association committees, boards, or as officers, shall be granted the necessary and reasonable time to perform the attended duties.
- 10.9 **Nondiscrimination:** The provision of the agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary,

capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

10.10 Probation:

- 10.10.1 **New Appointment:** There shall be a three-year probationary period for all new appointments to the position of principal and to assistant principal if the person appointed is not a tenured teacher with the District.
- 10.10.2 **Prior District Tenure:** Probationary principals or assistant principals who have tenure in the district shall serve a two-year probationary period.
 - a. **Right of Return:** If not confirmed in the promotional position, probationary principals or assistant principals shall have the right to return to their previous position, or, if it does not exist, to a position equivalent to the one held prior to the probationary promotional appointment.
- 10.10.3 **Promotion during Probation Period:** If an assistant principal is promoted to principal before completion of his/her probationary period, all time worked as a principal shall be counted in determining whether he/she has completed his/her assistant principal probation.

Article 11 Work Year and Time Off

- 11.1 **Basic Work Year:** The basic work year shall consist of fifty-two (52) weeks. Summer school assignments shall be governed by the Memorandum of Agreement (MOA) in Appendix D of this Agreement.
- 11.2 **Duty Days:** Duty days are subject to approval by the Superintendent or her/his designee. The duty year will be 221 days.
- 11.3 **Work Year Calendar:** Each principal is responsible for creating a work year schedule and ensuring that the required number of duty days are worked.
 - 11.3.1 Employees who join the District after July 1st and who are able to satisfy the 221-duty day requirement during the school year, but who do not receive 26 full paychecks during the fiscal year, shall receive a lump sum payment in the last paycheck of the fiscal year representing the difference between the amount he/she was paid and his/her full annual salary
 - 11.3.2 Any employee who joins the District after the point in which he/she will not be able to satisfy the 221-day work year based on the school year calendar shall work directly with his/her Associate Superintendent to identify and document available make-up duty days that satisfy the 221-day work year. Make-up days must be completed within the same fiscal year and may not include holidays or other paid days.
 - 11.3.3 Employees who do not satisfy the 221-day work year shall have his/her annual salary prorated in the last paycheck of the fiscal year.
- 11.4 **Holidays:** Principals shall be eligible for ten (10) holidays. These holidays are: New Year's Day, the day designated by the District for observance of Martin Luther King's

Complete Agreement

birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day.

- 11.5 **Daily Rate:** The daily rate for this contract for the purpose of calculating severance pay or other daily rate calculations shall be the annual wage divided by 221.
- 11.6 **Paid Days Off:** For payroll purposes, the remainder of days in the 52-week payroll process will be paid as paid holidays and paid time off when not a scheduled duty day. Paid days off are not convertible to cash at termination and do not carry over from year to year.

Article 12 Complete Agreement

- 12.1 **Effect:** This agreement constitutes the full and complete agreement between the Board of Education and the Forum, representing all employees as set forth in Article 2.1. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- 12.2 **Finality:** Any matters relating to the current contract term, whether or not referred to in this agreement shall not be open for negotiation during the term of this agreement except by mutual agreement.

Article 13 Severability Clause

- 13.1 If any provisions of this contract to any member of the employee unit or group of members in the unit shall be found contrary to state or federal law, then this provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions found to be contrary to state or federal law shall be renegotiated by the parties.

Article 14 Duration of Agreement

14.1 This agreement shall be in full force and effect from July 1, 2021, and ending June 30, 2023, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the agreement is served by either party upon the other party sixty (60) days prior to June 30, 2023.

IN WITNESS THEREOF, the parties hereto have executed this contract.

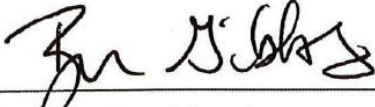
SPECIAL SCHOOL DISTRICT NO. 1

APPROVED
May 10, 2022
Board of Education Meeting

By 
Kim Ellison (Aug 9, 2022 18:35 CDT)
Chairperson of the Board of Education

By 
Executive Director, Human Resources

MINNEAPOLIS PRINCIPALS' FORUM

By 
Forum President

By 
Chief Negotiator

Appendix A Principals' Salary Schedule

| Elementary Schedule | | | | |
|---------------------|------------------------|-----------|------------------------|-----------|
| Step | Effective July 1, 2021 | | Effective July 1, 2022 | |
| | Assistant Principal | Principal | Assistant Principal | Principal |
| 1 | 104,399 | 118,803 | | |
| 2 | 106,487 | 121,179 | 109,149 | 125,451 |
| 3 | 108,617 | 123,602 | 111,332 | 127,959 |
| 4 | 110,789 | 126,074 | 113,559 | 130,518 |
| 5 | 113,005 | 128,596 | 115,831 | 133,129 |
| 6 | 115,265 | 131,168 | 118,146 | 135,792 |
| 7 | 117,570 | 133,791 | 120,509 | 138,507 |
| 8 | 119,921 | 136,467 | 122,919 | 141,277 |
| 9 | 122,320 | 139,196 | 125,378 | 144,103 |
| 10 | 124,766 | 141,980 | 127,885 | 146,985 |

K-8 School Site Schedule – see 7.2.3 regarding student enrollment requirements for placement in either the Elementary School Schedule or Middle School Schedule.

| Middle School Schedule | | | | |
|------------------------|------------------------|-----------|------------------------|-----------|
| Step | Effective July 1, 2021 | | Effective July 1, 2022 | |
| | Assistant Principal | Principal | Assistant Principal | Principal |
| 1 | 110,005 | 123,570 | | |
| 2 | 112,205 | 126,042 | 115,010 | 130,485 |
| 3 | 114,449 | 128,563 | 117,310 | 133,095 |
| 4 | 116,737 | 131,134 | 119,656 | 135,757 |
| 5 | 119,072 | 133,757 | 122,049 | 138,473 |
| 6 | 121,454 | 136,432 | 124,490 | 141,241 |
| 7 | 123,883 | 139,161 | 126,980 | 144,067 |
| 8 | 126,360 | 141,944 | 129,520 | 146,948 |
| 9 | 128,887 | 144,783 | 132,110 | 149,886 |
| 10 | 131,466 | 147,679 | 134,752 | 152,885 |

| High School Schedule | | | | |
|-----------------------------|-------------------------------|------------------|-------------------------------|------------------|
| Step | Effective July 1, 2021 | | Effective July 1, 2022 | |
| | Assistant Principal | Principal | Assistant Principal | Principal |
| 1 | 112,370 | 130,369 | | |
| 2 | 114,617 | 132,977 | 118,658 | 137,665 |
| 3 | 116,910 | 135,636 | 121,031 | 140,417 |
| 4 | 119,247 | 138,349 | 123,451 | 143,226 |
| 5 | 121,633 | 141,115 | 125,921 | 146,090 |
| 6 | 124,065 | 143,938 | 128,438 | 149,012 |
| 7 | 126,546 | 146,816 | 131,007 | 151,992 |
| 8 | 129,077 | 149,752 | 133,628 | 155,032 |
| 9 | 131,659 | 152,748 | 136,300 | 158,132 |
| 10 | 134,291 | 155,803 | 139,025 | 161,296 |

Specialty Site Schedule

Specialty sites are small Minneapolis Public Schools that offer specialized programming that may span the K-12 continuum. Typically, enrollment at specialty sites is fewer than 200 students.

Such sites include, but are not limited to: Harrison Education Center, Longfellow, Metro Programs (Metro St. Joe and hospital programs), River Bend Education Center, Stadium View School, and Transition Plus.

This schedule shall be effective for employees hired on or after July 1, 2020.

| Specialty Site Schedule | | | | |
|--------------------------------|-------------------------------|------------------|-------------------------------|------------------|
| Step | Effective July 1, 2021 | | Effective July 1, 2022 | |
| | Assistant Principal | Principal | Assistant Principal | Principal |
| 1 | 104,399 | 117,627 | | |
| 2 | 106,487 | 119,979 | 109,149 | 122,979 |
| 3 | 108,617 | 122,378 | 111,332 | 125,438 |
| 4 | 110,789 | 124,826 | 113,559 | 127,947 |
| 5 | 113,005 | 127,322 | 115,831 | 130,505 |
| 6 | 115,265 | 129,869 | 118,146 | 133,116 |
| 7 | 117,570 | 132,466 | 120,509 | 135,778 |
| 8 | 119,921 | 135,116 | 122,919 | 138,493 |
| 9 | 122,320 | 137,818 | 125,378 | 141,263 |
| 10 | 124,766 | 140,574 | 127,885 | 144,089 |

Appendix B Building Stipend Eligibility**BUILDING STIPEND ELIGIBILITY**

Principals responsible for more than one building (more than one actual physical site) are eligible for stipend (\$1,500): Stipend eligibility is limited each school year to principals assigned to oversee multiple sites during the school year with the stipend pro-rated for partial year assignments.

Appendix C Appeal Process for Denied or Delayed Step Advancement

LEVEL I.

Step 1. A principal must be notified in writing of the intention to deny or delay step advancement, and a copy of the notice sent to the Forum's representative. The notice shall contain the reasons for denying or delaying the advancement in reasonable detail.

A Principal may appeal this determination within five (5) working days of receipt of the notice. A meeting must take place to discuss the matter between the supervisor and the principal within ten (10) days of the notice to the principal. If not resolved, then ...

Step 2. Within ten (10) working days following the Step I meeting, the principal must reduce to writing the areas which are of concern or in disagreement and submit them to his or her supervisor. The supervisor shall review the document and respond within ten (10) working days.

An optional meeting between the supervisor, principal, and the Superintendent's designee may be held at the request of the principal within five (5) working days after the supervisor's response. If not resolved, the principal may submit a written request, within five (5) working days, to the Division of Human Resources (HR) to appeal before a panel.

LEVEL 2.

Process to Convene a Panel

A principal who believes his or her performance was satisfactory may appeal to the Panel. The principal must put in writing the areas which continue to be of concern or disagreement and submit them to his or her supervisor and HR within ten (10) working days after receipt of the response to an appeal request to the Panel.

The Principals Forum (Forum) and HR will select a mutually acceptable date to convene the Panel and notify the appellant principal and the principal's supervisor.

Panel Members

The Panel will consist of two Forum representatives, two District representatives, and one member mutually agreed upon by both parties.

Panel Meeting

The Panel will meet with the appealing principal and supervisor for sixty (60) minutes. The time period may be extended by agreement of the panel.

The appealing principal will be given thirty (30) minutes to present the reasons for disagreement with the supervisor's decision. This will be a private meeting between the principal and the Panel; however, the principal may have a representative of the Forum in attendance.

The supervisor will be given thirty (30) minutes to explain the reasons for denying or delaying step advancement. This will be a private meeting between the supervisor and the Panel.

The Panel may recall either party for purposes of clarification of facts or issues. The parties may submit written materials in addition to their oral presentation at the time of the meeting.

Following the discussions, the Panel shall privately discuss the appeal. Based on the information presented the Panel may: 1) sustain the denial or delay of step advancement; 2) reinstate step advancement; or 3) remand to the supervisor for reconsideration and/or correction.

The decision of the Panel shall be based on a majority decision by secret ballot. The decision of the Panel is final. The appealing principal and the supervisor shall receive the Panel's decision in writing within twenty (20) working days unless both parties are notified of an extension.

Time Limits

The time limits in each step may be extended by mutual written agreement of the parties.

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