



CONTRACT

between

Independent School District No. 717
Jordan, Minnesota

and

Jordan Principals

July 1, 2024, through June 30, 2027

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ARTICLE I PURPOSE

This Agreement is entered into between *Independent School District No. 717, Jordan, Minnesota*, hereinafter referred to as the District or School District, and the *Jordan ES, MS, & HS Principals* hereinafter referred to as the Principals, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals for the duration of this Agreement.

ARTICLE II DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired principals or severance pay, and the School District's personnel policies affecting the working conditions of the principals. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Principal: The word, "principal," shall include all persons in the appropriate unit employed by the School Board in a position for which the persons must be licensed by the State of Minnesota as a principal or assistant principal and who devote more than fifty percent (50%) of their time to administrative and supervisory duties, excluding the following: Superintendent, assistant superintendent, confidential employees, supervisory employees, and such other employees excluded by law. Reference to "principal" in this Agreement shall mean principals and assistant principals except in those cases in which a clear distinction between the two positions exists.

Section 3. District or School District: For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE III SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Principals recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. School Board Responsibilities: The Principals recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the

School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The Principals recognize that all principals covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Principals also recognize the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE IV PRINCIPAL RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any principal or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Principals.

Section 2. Right to Join: Pursuant to PELRA, principals shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Principals in an appropriate unit shall have the right, by secret ballot, to designate a Principal for the purpose of negotiating grievance procedures and the terms and conditions of employment for such principals.

Section 3. Fair Share Fee: In accordance with PELRA, any principal included in the appropriate unit who is not a member of the Principals may be required by the Principals to contribute a fair share fee for services rendered as a Principal. The fair share fee for any principal shall be in an amount equal to the regular membership dues of the Principals, less the cost of benefits financed through the dues and available only to members of the Principals, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The Principals shall provide written notice of the amount of the fair share fee assessment and the name of each principal to be assessed to the School District and the written notice of the amount to each principal to be assessed the fair share fee.

A challenge by a principal or by a person aggrieved by the assessment shall be filed, in writing, with the Commissioner of the Bureau of Mediation Services (Commissioner), the School District, and the Principals within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the

reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the Principals. The School District shall deduct the fee from the earnings of the principal and transmit the fee to the Principals within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or a court. Any fair share challenge shall not be subject to the grievance procedure.

The Principals hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Principals as provided in this Agreement.

Section 4. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19., all evaluations and files relating to individual principals shall be available during regular School District business hours to the particular principal upon his/her written request. The principal shall have the right to reproduce any of the contents of the files at the principal's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

ARTICLE V COMPENSATION

Section 1. Salary Schedule:

July 1, 2024 – June 30, 2025			
Step	Elementary School	Middle School	High School
Step 1	\$130,479	\$135,089	\$137,380
Step 2	\$131,784	\$136,439	\$138,744
Step 3	\$133,102	\$137,805	\$140,122
Step 4	\$134,433	\$139,181	\$141,513
Step 5	\$135,777	\$140,573	\$142,918
Step 6	\$137,135	\$141,981	\$144,338
Step 7	\$138,507	\$143,399	\$145,771
Step 8	\$139,891	\$144,834	\$147,218
Step 9	\$140,952	\$145,895	\$148,279
Step 10	\$142,013	\$146,955	\$149,340

July 1, 2025 – June 30, 2026			
Step	Elementary School	Middle School	High School
Step 1	\$133,089	\$137,791	\$140,128
Step 2	\$134,420	\$139,168	\$141,519
Step 3	\$135,764	\$140,561	\$142,924
Step 4	\$137,122	\$141,965	\$144,343
Step 5	\$138,493	\$143,385	\$145,776
Step 6	\$139,878	\$144,821	\$147,224
Step 7	\$141,277	\$146,267	\$148,686
Step 8	\$142,689	\$147,731	\$150,162
Step 9	\$143,771	\$148,813	\$151,244
Step 10	\$144,853	\$149,895	\$152,326

July 1, 2026 – June 30, 2027			
Step	Elementary School	Middle School	High School
Step 1	\$135,751	\$140,546	\$142,930
Step 2	\$137,108	\$141,951	\$144,349
Step 3	\$138,479	\$143,372	\$145,783
Step 4	\$139,864	\$144,804	\$147,230
Step 5	\$141,263	\$146,253	\$148,692
Step 6	\$142,675	\$147,717	\$150,169
Step 7	\$144,102	\$149,192	\$151,660
Step 8	\$145,543	\$150,685	\$153,166
Step 9	\$146,646	\$151,789	\$154,269
Step 10	\$147,750	\$152,892	\$155,373

Section 2. Longevity: Upon completion of step 10 the district employee will receive an additional \$1,500 per year longevity recognition.

Section 3. Technology Allowance: The school district will provide \$100.00 per month as reimbursement for technology hardware and software used for professional development and/or a home work station in accordance with School District procedures, policies and practices.

Section 4. Life Insurance: The Board of Education shall provide group term life insurance protection in the amount of \$100,000.00 for each full-time administrator. The policy will also provide for double-indemnity payments in the event of an administrator's accidental death and settlement on the policy will be made with the administrator's designated beneficiary, if any, otherwise to the administrator's estate. Administrators may purchase additional term life insurance to be paid by the administrator through payroll deduction.

Section 5. Long-Term Disability Insurance: The Board of Education shall provide long-term disability insurance for each full-time principal employed by the Board who qualifies for and is enrolled in the School District group disability insurance program. The

program will provide sixty-six and two-thirds percent (66-2/3%) of the principal's basic compensation.

Section 6. Education Allowance: All employees are eligible for a \$1,000 annual education allowance, to be used for class fees with pre-approval of Superintendent. Payment will be paid upon presentation of expense receipts to the district's Finance Director.

Section 7. Workshops: The Board of Education may direct the administrators to attend local, state, or national employment-related workshops in any number, in any year, and at any time they deem necessary for the betterment of the district's educational program or administrator's performance in accordance with the district's reimbursement policy.

Section 8. Association Membership: The Board of Education shall pay each administrator's national and state professional associate membership dues, realizing that membership provides attendance opportunities in workshop programs leading to improved performances in each position. The dues payment in no way is to support organization leading to adverse action or organization against the Board of Education.

Section 9. Vandalism: The Board of Education shall reimburse to the Administrator their insurance deductible up to a maximum of three hundred dollars (\$300.00) per incident for vandalism done to their home or car. Payment will be verified by a report to the Board of Education and paid by voucher.

Section 10. Health Insurance – Retirement:

Subd. 1. Single health insurance after retirement based on the following criteria:

- Must have been an administrator in the district for at least ten (10) years
- Will be eligible for one (1) year of insurance for every four (4) years of service for the district to a maximum of six years of insurance.
- If the administrator takes employment elsewhere upon leaving Jordan, which employment provides single insurance as an option, this benefit is voided.
- The Administrator has the option of taking family insurance with the understanding that the difference in premium cost be borne by the administrator.

Subd. 2. Upon retirement, an employee may continue to participate in health and dental group insurance as outlined in Section 9. Subdivision 1. This benefit will continue until the employee is eligible for Medicare.

Section 11. Pay Deduction: Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence. "Annual salary" shall include a principal's basic salary and pay for additional/extended assignments if any.

ARTICLE VI
403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each principal.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Principals: Full-time, eligible principals shall be eligible for an annual School District matching contribution as follows:

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>
7	\$ 3,700
8-9	\$ 4,000
10+	\$ 4,500

Maximum Contribution	\$60,000
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Subd. 2. Part-time Principals: Eligible part-time principals shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Section 3. Vendors: Participation in the benefits of this article is limited only to principals who select one (1) of the following vendors:

Ameriprise Financial Services, Inc.	VOYA
Equitable	Minnesota Deferred Comp (457)
ESI Education Minnesota	Modern Woodmen of America
Fidelity	New York Life Insurance Company
First Investors	Orchard Trust (457) (No UVA Required for 457 Contributions)
Franklin Templeton	Thrivent Financial
Great West Life & Annuity	VALIC
Horace Mann Life Insurance	

Section 4. Notice of Participation: To be eligible for the provisions of this article, a principal must notify the School District, in writing, by September 1st of his/her intention to participate in this matching program and the amount of the principal's contribution. This notice shall continue from year to year at the specified amount unless the principal notifies the School District, in writing, otherwise.

Section 5. Payment: The principal's contribution shall be made by payroll deduction.

Section 6. Unpaid Status: A principal on unpaid leave status may not participate in the provisions of this article.

Section 7. Lifetime Limitation: The maximum lifetime School District contribution to any principal pursuant to this article shall be in the amount of \$60,000.00 and, upon reaching this maximum, the principal shall no longer be eligible for School District

contributions

Section 8. Deduction for Severance Pay: In the event a principal is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance/retirement payment at the time of the principal's retirement.

Section 9. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance – Single Coverage: The School District shall contribute the premium for individual coverage for each full-time principal employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan.

Section 3. Health and Hospitalization Insurance – Family Coverage: The School District shall contribute the premium for family coverage for each full-time principal employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan.

Section 4. HSA and VEBA Account: The School District shall contribute \$3,000 for 2024-2025 and \$3,500 for 2025-2026 and \$3,500 for 2026-2027 for family coverage to eligible employees that are enrolled in the Aware 1600 or comparable plan. If an employee requests to be on a lower premium plan they will receive a \$4,400 contribution.

Section 5. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contributions: A principal is eligible for School District contributions as provided in this article as long as the principal is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 7. Eligibility: Full benefits provided in this article are designed for principals who are employed as principals an average of at least thirty-seven and one-half (37.5) hours* per week. Principals who are employed as principals an average of at least thirty (30) hours* per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: A full-time principal employed as a principal shall earn twelve (12) days of sick leave each year of employment by the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one hundred twenty five (125) days of sick leave per principal.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a principal's absence is found to have been due to the principal's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413*, a principal who performs services for at least twelve (12) consecutive months preceding the request for paid sick leave and for an average number of hours per week equal to one-half ($\frac{1}{2}$) of a full-time equivalent position in the principal's job classification as defined by the School District's personnel policies or practices or pursuant to the provisions of this Agreement during those twelve (12) months may use sick leave for absences due to an illness of or injury to the principal's child for such reasonable periods as the principal's attendance to the child may be necessary on the same terms the principal is able to use sick leave benefits for his/her own illness or injury.

Subd. 4. Medical Certificate: The School District may require a principal to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a principal for sick leave is reserved to the School District. In the event that a medical certificate will be required, the principal will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the principal.

Subd. 6. Approval: Sick leave pay may be approved only upon the principal's submission of a signed request upon the authorized sick leave pay request form available in the central District office.

Subd. 7. Unused Sick Leave: The administrator will receive credit for unused sick leave at a rate of \$200.00/day to a maximum of 1,000 hours; payable at the time the administrator leaves the district or retires from the district.

The administrator must have 5 years of service with the district to be eligible for unused sick leave pay.

Subd. 8. Wellness Payment: Employees using 5 days or less of sick leave may, at the end of the school year for school year employees and at the end of the fiscal year for 12 month employees, request to sell back those days at their daily rate, not to exceed \$125.00 daily. Days sold back will be deducted from the employee's accumulated sick leave as specified in Article VIII, Sec. 1, Subd. 2. The wellness payment will be prorated for part time employees.

Section 2. Personal Leave: Two (2) days per year, accumulative to four (4) days may be used for business or personal reasons which are of a nature that cannot be resolved after school hours or on a weekend.

Section 3. Workers' Compensation: Pursuant to M.S. Chapter 176, a principal injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Bereavement Leave: Subject to the discretion of the Superintendent, up to five (5) days of leave may be allowed, the days to be deducted from sick leave, for death in a full-time principal's immediate family. "Immediate family" is defined as the principal's spouse, child, parent, brother, sister, or other relative who was living in the same household as the principal.

Section 5. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) principal-parent of a natural or adopted infant child, provided such principal-parent is caring for the child on a full-time basis.

Subd. 2. Request: A principal making application for child care leave shall inform the Superintendent, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A principal will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- (1) grant any leave for more than twelve (12) months in duration;
- (2) permit the principal to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: A principal returning from child care leave shall be reinstated in a position for which he/she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Failure to Return: Failure of the principal to return by the date determined under this section shall constitute grounds for termination unless the School District and the principal mutually agree, in writing, to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 6. General Leave of Absence:

Subd. 1. Application: Principals with a minimum of three (3) years of experience as a principal in the School District may apply, in writing, for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School District.

Subd. 2. Purpose: Such leave may be granted by the School District for overseas teaching, participation in the Peace Corps, Vista, and/or National Teacher Corps, extended illness of the principal, extended illness in the principal's immediate family as defined in Section 3. above, civic activities, alternative occupational experiences, principal organization activity, service in public office, or other reasons deemed appropriate by the School District.

Subd. 3. Notification: A principal on such leave shall notify the Superintendent, in writing, no later than April 1st of the final leave year of the principal's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the School Board. The School Board may also, in its sole discretion, waive the April 1st notice date if the School Board determines special circumstances are involved. A principal who fails to notify the Superintendent as required may be subject to discipline.

Section 7. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 8. Jury Service: A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., principals shall have a right to a leave of absence for health reasons.

Section 11. Insurance Application: A principal on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the principal is on paid leave from the School District under Section 1 above or supplemented by sick leave pursuant to Section 2 above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the principal must pay the entire premium for any insurance retained.

Section 12. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a principal was on unpaid leave.

Section 13. Eligibility: Full leave benefits provided in this article shall apply only to principals who are employed as principals an average of at least thirty-seven and one-half (37.5) hours* per week. Principals who are employed as principals an average of at least twenty (20) hours* per week shall be eligible for partial benefits proportional to the extent of their employment.

ARTICLE IX DUTY YEAR

Section 1. Principal Duty Days: The School Board shall establish the calendar and principals' duty days for each school year, and the principals shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. Duty Year: The duty year for principals shall be twelve (12) months.

Section 3. Scheduling of Duty Days: The duty day schedule for principals shall be subject to the approval of the Superintendent.

Section 4. Non-Duty Days: Unless otherwise approved, in writing, by the Superintendent, all non-duty time to which a principal is entitled for a given contractual year shall be taken by the following August 31st.

Section 5. School Closings: In the event a duty day(s) is lost for any reason, the principal shall perform duties on such other day(s) in lieu thereof as the School Board shall determine.

Section 6. Duty Days: The number of principal duty days per year will be 250 days.

ARTICLE X HOLIDAYS & VACATION

Section 1. Holidays:

Subd. 1. Each Principal shall be entitled to twelve (12) paid holidays, including two floating holidays, designated by the School Board each Contract year.

Subd. 2. Eligible holidays are: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Day after Thanksgiving, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and two floating holidays approved by the superintendent.

Section 2. Vacation:

Subd. 1. Each Principal shall earn twenty (20) working days of annual paid vacation each Contract year. Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned. Each Principal shall ensure that a current and accurate record is kept by the District's business office of his/her vacation usage.

Subd. 2. Vacation Day Sell Back: Each principal will be allowed to sell back up to 10 vacation days annually, any remaining unused days will be deemed lost. Days sold back will be paid out on the on the first payroll in January. The daily rate of pay for any such payment shall be calculated using the following formula: annual salary divided by 250 days per year.

Subd. 3. Upon voluntary termination of employment the Principal shall be entitled to payment for a maximum of twenty (20) unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Principal is involuntarily terminated, he/she shall not be entitled to any unused earned and accrued vacation days. The daily rate of pay for any such payment shall be calculated using the following formula: annual salary at the time of voluntary termination divided by 228 days per year.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word, "grievance," shall mean an allegation, in writing, by a principal that the principal has been injured as a result of a dispute or disagreement between the principal and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Grievant: The word, "grievant," shall mean an individual principal who files a grievance as defined in Subd. 1 above.

Subd. 3. Days: Any reference to the word, "days," regarding time periods

in this procedure shall refer to working days. The term, "working day," is defined as all week days not designated as holidays by state law.

Section 2. Representation: The grievant, other administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days* after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the principal and the School District's designee.

Section 5. Resolution of Grievance: The School District and the principal shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days* after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days* after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days* after receipt of the appeal. Within twenty (20) days*

after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the grievant and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved grievant, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days* after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days* after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days* after the receipt of said request. Within ten (10) days* after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to

the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the principal shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XII PROGRESSIVE DISCIPLINE

Section 1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the principal and his/her supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Section 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A principal may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of M.S. 122A.40, Subd. 19. A principal shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A principal who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or his/her designee. If a suspension without pay is to be considered pursuant to Section 2. above, the principal shall be afforded an opportunity to meet with the Superintendent or his/her designee, and the principal may elect to have a representative in attendance at any such meeting.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or his/her designee to the principal stating the grounds for suspension without pay. The principal shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and length thereof were appropriate considering the circumstances surrounding the action.

Section 5. Removal from Duty – Investigation: Nothing in this article shall apply to a principal who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension, unless such suspension is invoked under the provisions of M.S. 122A.40, Subd. 13., and which shall not be subject to the grievance procedure.

ARTICLE XIII UNREQUESTED LEAVE OF ASBSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., that article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Definitions: For purposes of this article, the terms defined shall have the

meanings respectively ascribed to them.

Subd. 1. Principal: "Principal" shall mean those members of the unit as defined by PELRA and this Agreement.

Subd. 2. Qualified: "Qualified" shall mean a principal who, in addition to the state license, has, as solely determined by the School District, successfully had experience as a principal within the past five (5) years.

Subd. 3. Seniority: For purposes of this article, "seniority" commences with the first day of continuous administrative service as a principal in the School District.

Section 3. Unrequested Leave of Absence (ULA):

Subd. 1. Terms: The School Board may place on ULA such principals as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence may continue for a period of five (5) years,* after that the right to reinstatement shall terminate; provided the principal's right to reinstatement shall also terminate if the principal fails to file with the School District,** by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the principal and the School Board.

Subd. 2. Notice: Principals placed on such leave shall receive notice by June 30th of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement: Principals shall be placed on ULA in inverse order of seniority in the position and grade level assignment employed with the following exception: no principal shall be placed on ULA if any other qualified principal employed in the same position and grade level assignment is on a "Principal Improvement Plan" as provided for in M.S. 123B.147.

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any principal employed in an affirmative action program may be retained in the category of a principal with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of principals creates a situation requiring that a choice be made among principals who have equal seniority, the selection of the principal(s) for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, and other relevant factors.

Subd. 6. Years of Service: Any principal placed on such leave may engage in administrative work or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior principal to a different position for the principal is not qualified, as defined in Section 2. above, to accommodate the seniority claims of a junior principal.

Section 5. Reinstatement:

Subd. 1. Process: No new principal shall be employed by the School District while any qualified principal is on ULA. Principals placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which principals were placed on ULA.

Subd. 2. Notices: When placed on ULA, a principal must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the principal at the last known address shall be sufficient. The principal on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a principal shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Re-employment: If a position becomes available for a qualified principal on ULA, the School District shall mail the notice to such principal, who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to accept re-employment, in writing, within such ten (10)-day period shall constitute a waiver on the part of the principal to any further rights of employment or reinstatement, and that principal shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years* from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified principal.

Section 6. Establishment of Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list (by name, date of employment, qualification, position, and grade level

assignment) to be prepared from its records. This list shall be available by request to principals at any time.

Subd. 2. Request for Change: Any principal whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd. 3. Final List: Within twenty (20) days from the date of posting, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall then be prepared by the School District, which list, as revised, shall be binding on the School District and any principal.

Section 7. Filing of Licenses: In any year that a reduction of principal positions is occurring and the School Board is placing principals on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

Section 8. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all principals, as defined in Section 2., Subd. 1. above, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 9. Procedure: Any challenge by a principal who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14., and, therefore, shall not be subject to the grievance procedure.

ARTICLE XIV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2024, and thereafter as provided by PELRA. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor Agreement is ratified. If the Principals desire to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent pursuant to PELRA no later than May 1, 2024, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and Principals. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement. The exception being to discuss the terms and conditions of the health insurance section as impacted by the Affordable Care Act.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

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

For The Jordan School District Principals

For the School District

High School Principal

Deb Pauly, Board Chair

Middle School Principal

Jenny Kusske, Board Clerk

Elementary School Principal

Dated this ____ day of _____, 20__.

Dated this ____ day of _____, 20__.