

**AGREEMENT ON  
TERMS AND CONDITIONS OF EMPLOYMENT  
BETWEEN**



**UNITING COMMUNITIES OF EXCELLENCE**

**BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 279  
MAPLE GROVE, MINNESOTA**

*AND*

**OSSEO PRINCIPALS' ASSOCIATION**

**Effective Date: July 1, 2009 – June 30, 2011**

**AGREEMENT**

**On**

**"TERMS AND CONDITIONS OF EMPLOYMENT"**

**Between**

**SCHOOL BOARD, INDEPENDENT SCHOOL DISTRICT 279**

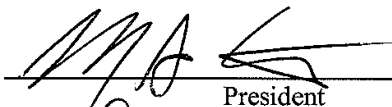
**Maple Grove, Minnesota**

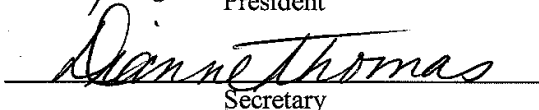
**And**

**OSSEO PRINCIPALS' ASSOCIATION**

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

For Osseo Principals' Association:

  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chief Principal Negotiator

For Independent School District 279:

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chief Board Negotiator  
Director, Labor Relations

Dated this 5 day of May, 2010

Dated this 5 day of May, 2010

Addresses of Official Notice -

Principals' Association:  
Principal's Office  
Osseo Senior High School  
312 2<sup>nd</sup> Avenue NW  
Osseo, MN 55369

School Board:  
Office of the Superintendent of Schools  
Independent School District 279  
11200 - 93rd Avenue North  
Maple Grove, MN 55369

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**ARTICLE I  
PURPOSE OF AGREEMENT**

**Section 1. Parties:** This AGREEMENT is entered into between the School Board of Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and the Osseo Principals' Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for members of the Principals' bargaining unit, hereinafter referred to as Principals, during the term of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the PELRA, the School Board recognizes the Association as the exclusive representative of Principals employed by the School Board of Independent School District 279. The Association shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The Association shall represent all Principals of the School District as defined in the Agreement and in the PELRA.

**Section 3. Meet and Confer:** The representatives of the School Board shall meet with the Association a minimum of once every four (4) months for the mutual exchange of ideas and to discuss matters that are not terms and conditions of employment.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School Board's personnel policies affecting working conditions of management personnel. In the case of Principals "terms and conditions of employment" does not mean educational policies of the School Board. "Terms and conditions of employment" is subject to the provisions of the PELRA.

**Section 2. Principal:** Shall mean any person employed by the School Board as a principal or assistant principal in a position requiring certification as a professional school principal by the State Board of Teaching. The term principal as used herein shall not include Superintendent, Director, Assistant Superintendent, Human Resources, management personnel, confidential employees, supervisory employees essential employees, part-time or temporary employees whose services do not exceed the lesser of thirty-five percent (35%) of the normal work week within the bargaining unit or fourteen (14) hours per week, or employees who hold a position that is basically temporary or seasonal in character and is not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

**Section 3. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA. In the construction of the words used in this Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The Association recognizes that the School Board 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 Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. Management Responsibilities:** The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules and Regulations:** The Association recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

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

#### **ARTICLE V PRINCIPALS' 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 on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Association; nor shall it be construed to require any principal to perform labor or services against his/her will.

**Section 2. Right to Join:** Principals shall have the right to form and join labor or employee organizations, and shall have the right not to form and not to join such organizations. Principals in the unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such Principals with the School Board, as prescribed by the PELRA.

### **Section 3. Personnel Files:**

Subd. 1. Right to Review/Frequency: Upon written request by an employee, the School District will provide the employee with an opportunity to review his/her personnel file.

Subd. 2. Review: A written request will be made to Human Resources. Human Resources will comply with a written request pursuant to Subd. 1. of this Section no later than seven (7) working days after receipt of the request and will schedule an appointment for the employee to review his/her personnel file and will notify the employee of such appointment. All such reviews will take place in Human Resources during its normal hours of operation.

Subd. 3. Documentation of Contents: The employee and a Human Resources representative will document the personnel file's contents before the employee is given the personnel file to review. The employee and Human Resources representative will document the contents of the personnel file at the termination of the review.

Subd. 4. Right to Copy: After the review and upon the employee's written request, the School District will provide the employee with a copy of the requested record. The School District may not charge a fee for the copy. With respect to employees who are separated from employment, upon the employee's written request, the School District will provide a copy of the personnel file to the employee. Providing a copy of the separated employee's personnel file to the employee satisfies the School District's responsibility to allow review as stated in Subd. 1. of this Section.

Subd. 5. Right to Response: The employee may submit for inclusion in his/her personnel file a written response to any material contained in such file.

Subd. 6. Destruction/Expungement: The School District may destroy or expunge such files as provided or required by law.

**Section 4. Fair Share Fee:** In accordance with PELRA, any principal included in the unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any principal shall not exceed his/her pro rata share of the specific expenses incurred for services rendered by the Association in relationship to negotiations and administration of grievance procedures for Principals in the unit.

Subd. 1. Authorization: Upon thirty (30) days notice in writing to the business office of the name of the principal and the amount of the fair share fee certified by the Association, the School Board will deduct such fair share fee in installments from such principal's paycheck each month, and will forward such fees to the Association. The Association agrees to notify the School Board promptly whenever any principal subject to a fair share fee deduction becomes a member of the Association, and no further fair share fee deductions for such principal will thereafter be made. Any dispute as to the amount of such fee shall be solely between the Association and the principal involved.

Subd. 2. Claims Against the School Board: The Association recognizes that the determination of the fair share fee is solely the responsibility of the Association and the School Board assumes no responsibility for this determination or any dispute, which may result there from.

**Section 5. Dues Check off:** Principals shall have the right to request check off for the local principal and state principal organizations.

Subd. 1. Authorization: Upon receipt of a properly executed authorization card of the principal, the School Board shall deduct from the principal's paycheck the dues which the principal has agreed to pay to the principal organization during the period provided in said authorization.

Subd. 2. Term of Authorization: The authorization card for dues deduction as agreed upon between the OPA and the School Board shall be provided by the School Board. Authorization cards will be filed with the business office by the principal organization and shall continue in effect until revoked by the principal on a form provided by the School Board. Such revocation form shall be delivered to the business office by the principal by certified mail. Such revocation shall be submitted at least thirty (30) days in advance of such revocation. A copy of any revocation shall be forwarded to the president of the local principal organization.

Subd. 3. Notification: At least sixty (60) days prior to the beginning of the school year the OPA shall give written notification to the business office of the School District of the amount of its dues which are to be deducted from the salary of each principal who completes an authorization card. The amount of deductions for such dues shall not be subject to change during the school year.

Subd. 4. Schedule of Deductions: Such deductions shall be in six (6) equal installments. The deductions will be made on each of the paydays during the months of October, November and December. The school Board shall forward each month such dues deducted the previous month along with a list of the names of Principals from whom deductions were made to the treasurer of the OPA.

Note: Electronic Direct Deposit: The School District will provide procedures for direct deposit of paychecks to those financial institutions approved for same by the Federal Reserve Bank of Minneapolis.

## **ARTICLE VI COMPENSATION AND CONDITIONS**

### **Section 1. Compensation:**

Subd. 1. Salary Guide: This salary guide reflects the relevant factors of responsibility, administrative service, training and time.

- a. Assistant Principals assigned to a district-wide administrative position and vacating their building position shall be placed at the highest classification of the level (elementary, junior high, senior high) they practiced as an assistant principal in the School District.
- b. Principals and assistant Principals reassigned to a building assignment will return to the classification they held prior to the district-wide administrative assignment, unless they have had a promotion as per School Board policy.

- c. Minimum Salary: Minimum salary is determined by classification and work year (days). This factor is a combination of time and responsibility required to perform the administrative tasks assigned.
- d. Experience: The experience increments are as follows:

Step	Year In-District Administrative Experience	Experience Increment
1st year	0	\$0
2nd year	1	\$1,150
3rd year	2	\$2,200
4th year	3	\$3,250
5th year	4	\$4,300
6th year	5	\$5,350
7th year	6	\$7,450
13th year <sup>1</sup>	12	\$8,500
18th year <sup>2</sup>	17	\$9,550

<sup>1</sup>Experience Increment to be granted after twelve (12) years administrative experience in the School District.

<sup>2</sup>Experience Increment to be granted after seventeen (17) years administrative experience in the School District.

- e. Training: The training increments are calculated as follows:

Training Level with Certification as Principal	Increment
Master's Degree plus ten (10)	\$800
Master's Degree plus twenty (20) semester credits	\$1,500
Master's Degree plus thirty (30) semester credits	\$2,200
Master's Degree plus forty (40) semester credits	\$2,900
Specialist Degree, Sixth-Year Licensure Certificate Program, Professional Competency Portfolio Licensure, or two Professional Administrative Licensures in School Administration	\$3,600
Specialist Degree in School Administration plus ten (10) semester credits	\$4,300
Specialist Degree in School Administration plus twenty (20) semester credits	\$5,000
Specialist Degree in School Administration plus thirty (30) semester credits	\$5,700
Doctorate in School Administration	\$6,400

### SALARY GUIDE FOR PRINCIPALS 2009 –2010

Title	Class	Work Year (Days)	Minimum	Experience	Training	Maximum
Sr. High Principal	C-1	225	\$98,575	\$0-9550	\$800-6400	\$114,525
Jr. High Principal	D-1	225	\$92,231	\$0-9550	\$800-6400	\$108,181
Elementary Principal	E-3	218	\$88,327	\$0-9550	\$800-6400	\$104,277
Asst. Sr. High Principal	F-1	225	\$85,399	\$0-9550	\$800-6400	\$101,349
Asst. Jr. High Principal	G-3	218	\$78,567	\$0-9550	\$800-6400	\$94,517
Asst. Sr. Hi. Principal		200	\$75,910	\$0-9550	\$800-6400	\$91,860
Asst. Jr. Hi. Principal		200	\$72,079	\$0-9550	\$800-6400	\$88,029
Asst. Elem. Principal		190	\$67,578	\$0-9550	\$800-6400	\$83,528

### SALARY GUIDE FOR PRINCIPALS 2010 –2011

Title	Class	Work Year (Days)	Minimum	Experience	Training	Maximum
Sr. High Principal	C-1	225	\$99,561	\$0-9550	\$800-6400	\$115,511
Jr. High Principal	D-1	225	\$93,153	\$0-9550	\$800-6400	\$109,103
Elementary Principal	E-3	218	\$89,210	\$0-9550	\$800-6400	\$105,160
Asst. Sr. High Principal	F-1	225	\$86,253	\$0-9550	\$800-6400	\$102,203
Asst. Jr. High Principal	G-3	218	\$79,353	\$0-9550	\$800-6400	\$95,303
Asst. Sr. Hi. Principal		200	\$76,669	\$0-9550	\$800-6400	\$92,619
Asst. Jr. Hi. Principal		200	\$72,800	\$0-9550	\$800-6400	\$88,750
Asst. Elem. Principal		190	\$68,254	\$0-9550	\$800-6400	\$84,204

**Subd. 2. Management Factors:**

- a. Management Factor I: In addition to the compensation provided for in Subd. 1. of this Section, each principal, regardless of classification, will receive, as additional salary, an amount equal to four percent (4%) of the principal's maximum annual salary as determined by Subd. 1. of this Section.
- b. Management Factor II: In addition to the compensation provided for in Subd. 1. of this Section, each principal, regardless of classification, will receive as additional salary \$18,000.
- c. Management Factor III: In addition to the compensation provided for in Subd. 1 of this Section, each principal, regardless of classification, will receive as additional salary \$500.00. This Management Factor is designed to allow principals to acquire the necessary technology and materials to perform their job functions.

**Subd. 3.** Effective in 2009-2010 only, any principal, regardless of classification, who does not receive an Experience Increment for the 2009-2010 school year, shall receive a cash payment of \$800.00. Such payment will be made after all Management Factors are calculated.

## **Section 2. Conditions:**

Subd. 1. Lane Movement Deadline: Horizontal movement on the principal salary schedule, due to a change in approved professional training, will be recognized at the beginning of the work year, December 1<sup>st</sup>, and March 1<sup>st</sup> of each school year. Written verification and completion of training will be needed prior to processing the request for lane change.

Subd. 2. Credits that Qualify: Credits for horizontal lane movement on the Principals' salary schedule may consist of graduate school credits and/or approved Board credits. Graduate school credits shall be in the administrative and/or related field(s). Board credits used for horizontal lane movement must be related to the principal's assignment and have prior approval of the Assistant Superintendent, Human Resources. Ten (10) semester credits are required for lane movement: A minimum of six (6) semester credits is required for a lane change. Approved Board credits may be granted to a maximum of four (4) graduate semester credits. All credits must be earned after the granting of a degree.

Subd. 3. Increment Advancement: A principal's advancement is subject to the right of the School Board to withhold experience / performance increments, training increments, or other salary increases for good and sufficient grounds. A principal's advancement will not be withheld unless the principal failed to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.

Subd. 4. Placement on Schedule: Administrative personnel receive credit for experience outside the School District at the discretion of the Assistant Superintendent, Human Resources.

## **Section 3. Retirement Incentive Pay:**

Subd. 1. Exclusion: This Section shall apply only to Principals whose service, in any capacity with the School District, has been full-time as defined by this Agreement and whose service began prior to July 1, 1998. For Principals whose employment began after this date, the provisions of this Section will not be applicable.

Subd. 2. Eligibility: Principals who have completed at least ten (10) years of continuous service, in any capacity with the School District, and who are at least fifty (50) years of age shall be eligible for retirement incentive pay pursuant to the provisions of this Section upon submission of a written resignation accepted by the School Board, provided that such notice is given by March 1.

Subd. 3. Calculation of Benefit: A principal will be eligible to receive as retirement incentive pay upon his/her retirement the amount obtained by multiplying one hundred percent (100%) of his/her unused number of sick leave days, but in any event not to exceed one hundred ninety-two and one half (192.5) days times his/her daily rate of pay.

Subd. 4. Determination of Daily Rate: In applying these provisions, the daily rate of pay shall be based upon the total annual compensation at the time of retirement, which includes the employee's minimum salary amount plus experience factor, training factor and the management factors as designated.

Subd. 5. Payment Schedule 50-54: A principal who retires at age fifty-fifty-four (50-54) will receive the retirement incentive pay on July 20th if their birth date is between January 1st and June 30th in the year they reach age fifty-five (55). If their birth date is between July 1st and December 31st, they will receive their retirement incentive pay on January 20th of the following year.

Subd. 6. Payment Schedule 55 & Over: Retirement incentive pay for those age fifty-five (55) or older shall be paid by the School District according to the following schedule. Principals who retire between January 1st and June 30th shall receive their retirement incentive pay July 20th of that year. Principals who retire between July 1st and December 31st shall receive their retirement incentive pay on January 20th of the following year. In the event of a principal's death after having retired from the School District, the remaining amount of retirement incentive pay shall be paid to his/her estate.

Subd. 7. Exceptions: The School Board adopted, effective January 4, 1994, a resolution, as authorized by M.S. 465.722, Subd. 3, providing for exceptions to maximum allowable severance pay for any principal who was a full-time employee for the entire period between January 1, 1983 and December 31, 1992. Said resolution shall insure that an excepted employee shall receive severance pay in an amount no less than he/she would have been eligible for as provided for in the Terms and Conditions of Employment for the period of July 1, 1991 thru June 30, 1993.

Subd. 8. Discharge: Retirement incentive pay shall not be granted to any employee who is discharged by the School District.

**Section 4. Work Year:** The Principals' work year is defined in Article VI, Section 1, Subd. 1. A principal may be allowed to reschedule his/her work year up to a maximum of seven (7) days from a time school is in session to days when school is not in session. The adjustment shall not normally be granted for the first and last days of school. Any request for an adjustment in a principal's work year is to be submitted to the Assistant Superintendent, Division of Leadership, Teaching and Learning, for approval. A part of the approval process will be designating when the days will be rescheduled and tentative activities planned.

Subd. 1. Retirement Work Year Adjustment: Any principal who is in his/her last year of work prior to retirement may elect to reschedule up to fifteen (15) days of his/her work year, or may reduce his/her work year by up to fifteen (15) days so that his/her last day of work will be completed by June 15th. Upon submitting a letter of resignation, a principal shall request to reschedule or reduce his/her work year to the appropriate Assistant Superintendent. Reduction in the work year will result in a pro rata salary reduction based on the principal's daily rate of pay.

Subd. 2. Emergency School Closing: Principals are responsible for developing a plan for proper coverage if the principal is unable to report to work during an emergency situation. Principals do not have to report on school closing days.

Subd. 3. Parent/Teacher Conferences: Principals are expected to be present during scheduled parent/teacher conferences at their building up to thirty (30) hours per year. Principals may use the district scheduled conference release time equivalent to the time present at building scheduled parent/teacher conferences that occur outside of the school hours, up to four (4) days.

## ARTICLE VII GROUP INSURANCE

**Section 1. Eligibility:** Qualifications shall include those established by the School Board and the carrier of the coverage.

**Section 2. Enrollment:** All Principals qualifying shall enroll for such coverages in accordance with the procedures established by the School Board.

**Section 3. Selection:** The School Board will make the selection of insurance carriers and policies. The Osseo Principals' Association will have representation on the School District Insurance Advisory Committee.

**Subd. 1. Insurance:**

- a. A principal must enroll in one of the hospital-medical and dental insurance programs provided by the School District.
- b. The full premium cost for the plans in which the principal enrolls will be borne by the principal and paid for by payroll deduction.
- c. **Continuation of Coverage Upon Retirement:** For principals hired prior to July 1, 2007, the School Board shall provide and pay for hospital and medical insurance in the School Board's group health and hospitalization plan for any principal who retires after reaching the age of fifty-five (55) until the principal qualifies for Medicare, or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

For principals hired on or after July 1, 2007, the School Board shall provide and pay for hospital and medical insurance in the School Board's group health and hospitalization plan for any principal with seven (7) or more years of continuous employment in the district in any capacity who retires after reaching the age of fifty-five (55) until the principal qualifies for Medicare, or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

- d. A retired principal, regardless of hire date, who accepts another hospital and medical insurance plan between age fifty-five (55) and the age the principal qualifies for Medicare, shall be allowed to re-enter the School Board's group health and hospitalization plan one time only, with no penalty.

A principal, regardless of hire date, who retires before age fifty-five (55) as provided for in Article VI, Section 3 of this Agreement, shall also be eligible for this provision, upon reaching age fifty-five (55), provided that the principal has enrolled in and maintained hospital and medical insurance at his/her expense from the age of retirement to June 30<sup>th</sup> of the year after they reach the age of fifty-five (55).

- e. **Insurance Program Eligibility After Qualifying for Medicare:** This insurance coverage shall continue beyond the date a principal qualifies for Medicare as permitted by law. The premium as determined by the insurance carrier shall be paid by the retiree.

**Section 4. Deductible Health Insurance Plan:** The School District makes available an optional high deductible group health and hospitalization plan. The plan provides a deductible of \$1000 per year for single coverage and \$2000 per year for employee +1 or family coverage.

- a. **VEBA Contribution:** For those employees who elect to participate in the high deductible plan, the School District will make a contribution to a VEBA trust as follows:
- For employees who select single coverage, the School District will contribute \$504 annually. Effective 2010-2011, the School District will contribute 624.00 annually.
  - For employees who select employee +1 coverage, the School District will contribute \$1020 annually. Effective 2010-2011, the School District will contribute 1,140.00 annually.
  - For employees who select family coverage, the School District will contribute \$1200 annually. Effective 2010-2011, the School District will contribute 1,320.00 annually.
- b. Participants in the high deductible plan will receive the VEBA contributions in equal installments consistent with the payroll cycle.
- c. The School District will pay the cost for the administration of the plan and any trustee fees.

**Section 5. Section 125 Plan:** The School District shall provide a Section 125 Plan under the Internal Revenue code for all licensed staff.

**Subd. 1. Description:** The Section 125 Plan (Flexible Spending Plan) offered by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a “Cafeteria Plan” for federal income tax purposes. The plan year will commence July 1<sup>st</sup> through June 30<sup>th</sup> of each year. There are three (3) components to the plan:

1. Health insurance premium deduction with pre-tax dollars.
2. Dependent care reimbursement account.
3. Medical expense reimbursement account.

**Section 6. Group Term Life Insurance:** The School Board shall pay full premium for group term life insurance for all Principals employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Principals who qualify and enroll will be covered by group term life insurance to a maximum of \$50,000.

**Section 7. Supplemental Group Term Life Insurance:** Full-time Principals shall have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Section 5 of this Article to purchase supplemental group term life insurance in the amounts of \$75,000, \$100,000, \$125,000 or \$150,000 not to exceed 3x annual salary. However, a principal shall purchase an additional \$100,000 supplemental life policy at the group rate. In the event of early retirement, a principal may continue to purchase this policy until he/she reaches the age of sixty-five (65).

**Section 8. Long-Term Disability Income Protection:** The School Board shall pay the full premium in the existing long-term disability income protection plan of the School Board for all Principals employed by the School Board who qualify for and enroll in such coverage. This coverage shall apply to total annual salary. Principals who have qualified for long term disability insurance and who previously qualified for the School District's health and hospitalization insurance benefits shall have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the principal at his/her expense.

**Section 9. Claims Against the School District:** It is understood that the School Board's obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

## **ARTICLE VIII LEAVES OF ABSENCE**

### **Section 1. Sick Leave:**

**Subd. 1.** Principals shall be eligible for sick leave under one of the following conditions:

- a. **Amount:** Principals who hold long-term disability insurance provided by the School Board: These Principals will be granted unlimited sick leave up to sixty (60) days per occurrence. Such employees will go on LTD when eligible and the School Board will supplement LTD payment to the extent that the employee's income will equal his/her regular take-home pay for the period immediately prior to his/her illness or disability. In addition, the School Board will pay employee and employer contributions to retirement and social security based on the employee's gross salary. When the employee ceases receiving LTD payments and returns to full employment he/she shall be eligible for sick leave under the same conditions.
- b. **Earn & Accumulation:** Full-time Principals shall accrue sick leave at the rate of twelve (12) days per year (one day per month) and accrual for unused sick leave shall be unlimited. Employees working less than a full year will have their sick leave days pro rated.
- c. **Use-Pregnancy:** A principal may utilize available sick leave, subject to the provisions of this Section and Section 8 of this Article, for periods of disability relating to pregnancy, miscarriage, abortion or childbirth. Such a principal shall notify the Assistant Superintendent, Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. A licensed physician will determine the definition of disability.

1. A principal (other than the mother) may utilize up to ten (10) days of sick leave in connection with the birth of their child. Such leave will be deducted from Family Illness Leave.
2. A principal may utilize up to thirty (30) days of sick leave for the adoption of a child, subject to the provisions of this Section and Section 8 of this Article.

Subd. 2. Use: Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to an illness that prevented his/her attendance at work and performance of duties on that day or days.

Subd. 3. Medical Verification: The School District may require the employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave pay is reserved to the School District.

Subd. 4. Medical Request: In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Approval: Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form provided by the School District.

Subd. 6. Use - Absences Covered by Workers' Compensation and/or Long-Term Disability (LTD):

- a. A principal who is absent from work as a result of a compensable injury incurred in the service of the School Board under the provisions of the Workers' Compensation Act and/or an absence covered by the School Board's long-term disability insurance; the School Board will pay the difference between the compensation received pursuant to the Workers' Compensation Act and/or LTD by the principal and the principal's base rate of pay or the extent of the principal's earned accrual of sick leave, if said principal is on an accrued sick leave basis. (See Subd. 1.b. of this Section)
- b. A principal who is on an accrued sick leave basis shall have a deduction made from the principal's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c. The School District will make such to the employee only during the period of disability.
- d. In no event shall the additional compensation paid to the principal by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e. A principal who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the principal for LTD payments shall submit his/her Workers' Compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the School District for this absence.

- f. A principal who is unable to perform his/her duties and responsibilities due to a physical assault resulting in an injury which occurs while on duty as a result of a work related incident and/or carrying out building supervisory responsibilities shall be entitled to compensation without use of sick leave for the first three (3) days of absence per incident. Thereafter, the compensation will be paid per a. through e. of this Subdivision.
- g. If a full-time principal incurs an injury as described in f. of this Subdivision, and such injury causes the principal to work less than full-time, the School District will contribute the full cost of the health and hospitalization insurance plan in which the employee is enrolled.

**Section 2. Family Illness:**

Subd. 1. Use: Principals will be granted up to a maximum of ten (10) days absence upon approval of the Assistant Superintendent, Human Resources, for illness in the principal's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the principal.

**Section 3. Bereavement Leave:**

Subd. 1. Use – Immediate Family: Principals will be granted up to five (5) days for absence due to death of each member of the employee's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the principal.

Subd. 2. Use – Not Immediate Family: Absence due to death of a person not listed in Subd. 1 shall be limited to one (1) day.

**Section 4. Jury Service:** A principal summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to District: Principals who receive a summons for jury service are to notify Human Resources immediately of the proposed dates of service.

Subd. 2. Remittance of Stipend: Principals who receive a stipend for jury service are to reimburse the School District for the amount received, minus the mileage and parking expense allowance if they were on jury duty during school time.

Subd. 3. Pay: Principals will have no loss of pay as a result of jury duty if the provisions of Subd. 1. and Subd. 2. of this Section are met.

## **Section 5. Court Appearances:**

Subd. 1. Request of School Board: When the School Board is a party in a litigation, and a principal of the School District appears at the request of the School Board or as codefendant in a case against the School Board, the principal will be entitled to his/her pay and no deduction of any leave provision will be charged to the principal.

Subd. 2. Other Requests: If a principal receives a notice to supply information or testify in a civil or criminal court proceeding, as a result of their employment, they must notify the Assistant Superintendent, Division of Leadership, Teaching and Learning, and the Assistant Superintendent, Human Resources. If the principal must appear at the proceeding, the principal will be entitled to his/her pay and no deductions of any leave provisions will be charged to the principal. If the matter is a result of actions for which the principal has been found to have acted improperly and thus disciplined, by the Assistant Superintendent, Human Resources, the day(s) absent will be deducted from Personal Leave or Short-Term Leave referenced in this Article.

Subd. 3. Action Against School Board: If the matter is a result of actions by a principal against the School Board/District, the day(s) absent will be deducted from personal leave or short-term leave. Additional short-term leave will be granted if necessary.

**Section 6. Personal Leave:** A principal will be credited one (1) personal leave day each year, accumulative to five (5) days. Personal leave may be used for activities requiring the principal's personal attention not covered or requested under other provisions of this Agreement.

Subd. 1. Requests: Requests for personal leave must be made in writing to the Assistant Superintendent, Human Resources at least three (3) days in advance, except in event of emergencies.

Subd. 2. Limit: At no time shall more than four (4) Principals be granted personal leave.

Subd. 3. Exclusion: A personal leave day may be granted the first or the last day of the student school year. The leave will only be granted for special circumstances with written explanation by the principal and approval of the Assistant Superintendent, Human Resources.

## **Section 7. Sabbatical Leave:**

Subd. 1. Purpose: One (1) year may be granted to Principals for the purpose of professional improvement through study, subject to the conditions established by the School Board.

Subd. 2. Eligibility: To be eligible for sabbatical leave a principal must have completed seven (7) years of employment in the School District.

Subd. 3. Prior Approval: Sabbatical leave for study shall be limited to Principals centering their study in their areas of major concentration and shall not be used for retraining in a new area except at the request of the administration. The proposed program of study must be approved in advance by the Assistant Superintendent, Human Resources.

Subd. 4. Request Deadline: Applications for sabbatical leave shall be submitted in writing to the Assistant Superintendent, Human Resources at the earliest possible date, but in no case shall this be after April 1st prior to the school year in which the leave is to be taken.

Subd. 5. Limit – 1: The number of Principals on sabbatical leave shall at any one time be limited to one (1) per year.

Subd. 6. Selection: If the number of requests for sabbatical leave exceeds the limitation, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of school service.

Subd. 7. Calculation of Pay: The allowance granted to a principal on sabbatical leave shall be based on one-half the base contract salary of the individual for the school term during which the leave takes place.

However, upon request of the principal on sabbatical leave, the School Board will pay seventy-five percent (75%) of the base contract salary during the year in which the leave takes place. In the year following the sabbatical leave, twenty-five percent (25%) of the previous school year's base contract salary will be deducted from the principal's new base contract.

Subd. 8. Return to Service: A principal who is granted a sabbatical leave must pledge to return to the School District for two (2) full years following the termination of the leave. If the principal's service is discontinued for any reason other than the individual's incapacity to work before the expiration of the two (2) years, the person shall pay back to the School Board the pro rata part of the sabbatical allowance.

Principals granted sabbatical leave shall enter a written agreement with the School Board for the repayment of moneys and benefits paid by the School District for the principal's noncompliance with this section.

Subd. 9. Return to Position and Building: Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to the position and building held prior to the leave unless such position has been discontinued pursuant to M.S.122A.40.

## **Section 8. Child Care/Adoption Leave:**

Subd. 1. Purpose: A principal, upon request, may be granted a leave for the purpose of child care of a newborn child or for the adoption of a child. The principal will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). This leave will be granted to one (1) parent of a newborn or adopted child provided such parent is caring for the child. Principals may be granted partial leaves of absence appropriate to the job assignment.

Subd. 2. Request: A principal making application for child care leave will inform the Assistant Superintendent, Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. For an adoption leave, the principal will inform the Assistant Superintendent, Human Resources in writing at the earliest opportunity of the intention to take the leave.

Subd. 3. Use of Sick Leave for Pregnancy: If the reason for the leave is occasioned by pregnancy, a principal may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant teacher will also provide at the time of the leave application, a statement from her licensed physician indicating the expected date of delivery.

Subd. 4. Use of Sick Leave for Adoption: A principal may request to use up to thirty (30) days of accumulated sick leave for adoption to assist in preparation and legal reasons of the adoption, as well as necessary travel and initial adjustment of the child. These days need not be taken consecutively.

Subd. 5. Date of Leave: The effective beginning date of a child care/adoption leave and its duration will be determined by mutual consent between the principal and the Assistant Superintendent, Human Resources. In determining the date of the commencement and duration of the leave, the Assistant Superintendent, Human Resources will review each case on its individual merits taking into consideration the following:

- a. The continuity of the instructional program for students. The commencement of the leave should normally coincide with some natural break in the school year, e.g., winter vacation, spring vacation, end of a grading period, the end of the school year or the like.
- b. The request of the principal.
- c. The specific employment duties of the principal involved.
- d. The health and welfare of the principal, unborn child or adopted child.
- e. The recommendation of the principal's licensed physician.

Subd. 6. Duration: In making a determination concerning the commencement and duration of a childcare/adoption leave, the School Board will not in any event be required to:

- a. Grant any leave of more than twelve (12) months in duration.
- b. Permit the principal to return to his/her employment prior to the date designated in the request for the leave, unless by mutual agreement of the principal and the Assistant Superintendent, Human Resources.

Subd. 7. Approval of Leave: If the principal complies with all provisions of this section and a leave is granted by the School Board, the principal will be notified in writing.

Subd. 8. Termination of Leave: Interruption of pregnancy will terminate the leave. Human Resources may require in such cases forty-five (45) days notice to return.

Subd. 9. Reinstatement: A principal returning from child care/adoption leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. The position has not been abolished.
- b. The principal is not physically or mentally disabled from performing the essential duties of such position.

Subd. 10. Failure to Return: Failure of the principal to return pursuant to the date determined in this section will constitute grounds for termination by the School District unless the School District and the principal mutually agree to an extension of the leave.

Subd. 11. Probationary Period: The parties agree that the applicable periods of probation for Principals as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have an opportunity to evaluate a principal's performance. The parties agree, therefore, that periods of time for which the principal is on child care/adoption leave will not be counted in determining the completion of the probationary period.

Subd. 12. Experience Credit: A principal who returns from child care/adoption leave within the provisions of this Section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Article at the commencement of the leave. The principal will not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 13. Salary: Any child care/adoption leave of absence granted under this Section will be a leave without pay except as provided in Section 1 of this Article.

Subd. 14. Insurance: A principal on child care/adoption leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs as the principal wishes to retain, following FMLA. The right to continue participation in such group insurance programs however, will terminate if the employee does not return to the School District pursuant to this Section.

Subd. 15. Notification to Return: An employee on child care leave will be sent a Letter of Assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return of said leave. The employee shall lose all re-employment rights if the employee refuses or fails to return the Letter of Assignment by certified mail within ten (10) days.

## **Section 9. Long-Term Leave:**

Subd. 1. Eligibility: Principals with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence. Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources.

Subd. 2. Duration: Leave may be granted for a period of time not to exceed one (1) year.

Subd. 3. Insurance: A principal on an approved long-term leave is eligible to participate at his/her own expense in the health and hospitalization program of the School District. This participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 4. Benefit Accrual: A principal on approved long-term leave shall retain accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the principal is on leave.

Subd. 5. Purpose: Consideration for granting long-term leaves will be given for:

- Education
- Health
- Election to political office
- Retraining or career change
- Approved travel
- Family reasons (issues)

Subd. 6. Requests: Requests for leaves must be made at least thirty (30) days in advance on PF 21 (Leave of Absence Request) and submitted to the administrator in charge for his/her recommendation. Final approval will be made by the Assistant Superintendent, Human Resources. The number of Principals on approved leave in any school year shall not normally exceed one (1) person.

Subd. 7. Notification to Return: A principal on long-term leave will be sent a contract from the Human Resources office by certified mail according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification shall be given by March 1st of the preceding school year.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

Subd. 8. Reinstatement: An employee returning from long term leave shall be re-employed in the position and building occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished
- b. That the employee is not physically or mentally disabled from performing the essential duties of such position.

Subd. 8. Failure to Return Contract: The principal shall lose all re-employment rights if the principal refuses or fails to return the contract by certified mail within ten (10) days.

**Section 10. Short-Term Leave:** Principals may apply for a short-term leave of absence.

Subd. 1. Salary: Short-term leave shall be without pay.

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days.

Subd. 3. Requests: Requests for short-term leave shall be made five (5) days in advance except in the case of emergencies. The request shall be on a Leave of Absence Request (PF 21) and shall clearly state the reason for such request. Any special conditions or arrangements established by the supervisor for a short-term leave shall be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

Subd. 4. Approval: Short-term leave shall be granted only in special circumstances and must be approved by Human Resources.

Subd. 5. Eligibility: Short-term leave shall normally be available no more than once during the 2009-2011 Agreement.

Subd. 6. Limit – 1: The number of Principals on short-term approved leave at any given time shall not normally exceed one (1) person.

**Section 11. Organizational Leave:** Officers of the Association (president, vice-president, secretary and treasurer) may be granted three (3) days leave per year to conduct the business of the organization. The cost of these days shall be deducted from the individual's salary. Request for such leave shall be made to the Superintendent or his/her designee at least five (5) days in advance and will state the reason for the proposed leave.

**Section 12. Released Time for Negotiations:** When negotiating and/or mediation and/or arbitration sessions are scheduled by mutual consent between the Principals and the School Board or its duly designated officials during school hours, three (3) members of the Principals' negotiating team will be released from their regular administrative responsibilities for this purpose without loss of pay.

**Section 13. Religious Holiday Leave:** Principals may be granted up to three (3) days of religious holiday leave. Principals must make application to Human Resources at least three (3) days prior to the religious holiday leave. Human Resources will notify the Assistant Superintendent, Division of Leadership, Teaching and Learning to make the necessary arrangements allowing the principal to make up the days at some other prearranged time. However, a principal may utilize provisions outlined in Section 6, Personal Leave, or Section 1 Sick Leave, if so desired. If the principal chooses none of the options as outlined herein, leave may be granted with full loss of pay. At no time shall more than two percent (2%) of the Principals be granted religious holiday leave on a given contract day.

**Section 14. Extended Leave of Absence:**

Subd. 1. Authority: Pursuant to Minnesota Statutes 122A.46 and 354.094, the School Board may grant an extended leave of absence of at least three (3) years but no more than five (5) years. However, the granting of extended leaves of absence is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all extended leaves, if, in the judgment of the School Board, such leaves should not be granted.

Subd. 2. Conditions: The School Board will consider the granting of extended leaves only under the conditions as they are described in M.S. 122A.46 and 354.094.

Subd. 3. Eligibility: Principals must have a minimum of seven (7) consecutive years of full-time teaching service in the School District and at least ten (10) years of allowable service as defined in Section 354.05, Subdivision 13 to be eligible for extended leave of absence.

Subd. 4. Requests: Requests for extended leaves of absence must be submitted to the Assistant Superintendent of Human Resources by April 1, of the year preceding the school year for which the extended leave would commence.

Subd. 5. Reinstatement: A principal returning from an extended leave of absence will be reinstated according to the following guidelines and subject to the following conditions:

- a. That the position has not been abolished pursuant to M.S. 122A.40.
- b. That the principal is not physically or mentally disabled from performing the essential duties of such position.
- c. If the principal is on leave three (3) years or less, he/she will return to the previously held position and building. A principal returning from leave is eligible to transfer in accordance with School District policy.
- d. If the principal is on leave more than three (3) years, the principal may return to the original position and building by mutual agreement between the principal and Assistant Superintendent, Human Resources, if an opening exists in the building. If there is not mutual agreement or if a position does not exist at the original building, the principal will be transferred in accordance with School District Policy.

Subd. 6. Notification of Return: The School Board is not obligated to reinstate any principal who is on an extended leave of absence pursuant to Section 122A.46 unless the principal advises the School Board in writing of the intention to return before February 1st in the school year preceding the school year in which the principal wishes to return or by February 1st in the calendar year in which the leave is scheduled to terminate.

Subd. 7. Failure to Return Contract: The principal shall lose all re-employment rights if the principal refuses or fails to return the contract by certified mail within ten (10) days.

## **ARTICLE IX GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

**Section 2. Representative:**

- a. The principal, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.
- b. The Association may be represented at any level of the grievance procedure.

### **Section 3. Definitions and Interpretations:**

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall 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. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5. Decisions: All decisions rendered, with the exception of decisions rendered at Level One of this grievance procedure, shall be in writing setting forth the decision and will be transmitted to all parties of interest and to the Association.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Such grievances must be filed in writing first with the supervisor and Human Resources. Human Resources will forward a copy of the written grievance to the Association. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance informally between the principal and the School Board's designee.

**Section 5. Adjustment of Grievances:** The School Board, the principal, and the Association's representative shall attempt to adjust grievances which may arise during the course of employment of any principal within the School District in the following manner.

Subd. 1. Informal Discussion: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party, the supervisor and the Association representative. Through these discussions the parties shall attempt to resolve the problem.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance in writing to the supervisor. A copy of such written grievance must simultaneously be filed with Human Resources. The immediate supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of schools, 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 Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, 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 II. 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 its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event, the School Board reserves the right to reverse or modify such decision.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the principal may appeal it to the next level.

**Section 8. Arbitration Procedures:** In the event that the principal and School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision on Level III 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 shall, 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Material Request: Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
  1. The issues involved
  2. Statement of the facts
  3. Position of the grievant

- b. The School Board shall make a similar submission of information in accordance with Subd. 4.a. of this Section.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of the arbitration decisions as provided in the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share, equally, fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording shall be borne by the party requesting it.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **Section 9. General:**

Subd. 1. Reprisals: No reprisals of any kind will be taken by the School Board or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

Subd. 2. Principals' Rights: Nothing herein shall be construed to limit, impair or affect the right of any principal, or group of Principals, as provided in state statutes.

## **ARTICLE X DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2009, through June 30, 2011. If either party desires to modify or amend this Agreement commencing on July 1, 2009, it shall give written notice of such intent no later than April 1, 2009. 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 Board and the Association representing the Principals of Independent School District 279. 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. All matters not covered by this Agreement are hereby reserved to the School Board.

**Section 3. 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 as provided in Article IX, Section 5.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or 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 thereof.

**Section 5. Savings Clause:** Any provision of this Agreement found to be in violation of any applicable laws, rules, regulations, directives or orders shall be subject to renegotiation insofar as any provision is in violation of such applicable laws, rules, regulations, directives or orders.

**MEMOS OF UNDERSTANDING**

**BETWEEN**

**OSSEO AREA SCHOOLS (ISD 279) & OPA – OSSEO PRINCIPALS’ ASSOCIATION**

**TOPIC**

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## Professional Associations Fund

EFFECTIVE DATE: July 1, 2009 – June 30, 2011

The School Board will establish a fund for the purpose of payment of membership dues in appropriate professional organizations in an amount not to exceed \$1,000 annually for each Principal.

### ***PROFESSIONAL DUES***

1. Normally, the School District will pay the cost of membership in one (1) national Principals' organization and its state affiliate.
2. However, should a Principal desire affiliation in another professional organization because of a special interest or special project assignment, they may request approval for membership.
3. The Principal must submit a BA 9 (Voucher Request for Payment) accompanied by the membership application or renewal form to the Assistant Division of Leadership, Teaching and Learning.
4. The appropriate Assistant Superintendent must approve all organizational dues.
5. The School District shall not pay dues for any "labor or employee organization" as defined in M.S.§179.03, Subdivision 6.
6. The allocation for professional associations may be combined with funds allocated for professional conferences; however, participation in professional associations is a priority. Any funds remaining at the end of each year will automatically be transferred to the principal's Professional Conference Fund.
7. The Professional Associations Fund cannot be transferred or used for other employees in the School District.

## Professional Conference and Materials Fund

EFFECTIVE DATE: July 1, 2009 – June 30, 2010

A Principals' Professional Conference and Materials Fund shall be established for each Principal and monitored by the appropriate Assistant Superintendent. A 3-year allocation of \$3,000 will be established for each Principal. Funds remaining at the end of year 1 and 2 will carry over. The allocation is subject to renewal every 3 years.

*PROFESSIONAL CONFERENCES: The School Board will establish a fund for the purpose of covering conference expenses such as: registrations, mileage, meals, lodging, parking and transportation. The cost will be associated with attendance at approved seminars/conferences/workshops.*

The Professional Conference and Materials Fund may be used for attendance at professional conferences or to purchase professional materials.

- All requests to attend a seminar/conference/workshop shall be made to the appropriate Assistant Superintendent.
- All seminar/conference/workshop attendance requires the prior approval of the appropriate Assistant Superintendent.
- If the appropriate Assistant Superintendent deems that a Principal is in need of improving his/her skills in a particular area, the Assistant Superintendent may assign a person to attend a seminar/conference/workshop. The costs will be charged to the Principal's Professional Conference Fund.
- In the instance that a principal is not able to expend their conference funds during the three-year period due to circumstances out of their control, the principal may request approval to carry over their conference funds into the following year.
- There may be special projects, which are priorities of the School District, where an Assistant Superintendent may request attendance at a seminar/conference/workshop. The expenses will be exempt from the Principal's Professional Conference Fund.
- Principals may not access building-level staff development funds. They may access other staff development funds that are given to a building from sources like exemplary staff development funds or other grants.
- The professional seminar/conference/workshop funds cannot be transferred or used for other employees in the School District.

*PROFESSIONAL MATERIALS: Books, software, magazines and purchases or leases of technology equipment related to the Principal's job may be purchased with Professional Conference and Materials Funds. Such materials become the property of the principal.*

- All purchase orders or reimbursements for materials require the approval of the appropriate Assistant Superintendent.

The Professional Conference and Materials Fund may be combined with the Professional Associations Fund.

## Professional Conference Fund

EFFECTIVE DATE: July 1, 2010

A Principals' Professional Conference Fund shall be established for each Principal and monitored by the appropriate Assistant Superintendent. A 3-year allocation of \$3,000 will be established for each Principal. Funds remaining at the end of year 1 and 2 will carry over. The allocation is subject to renewal every 3 years.

*PROFESSIONAL CONFERENCES: The School Board will establish a fund for the purpose of covering conference expenses such as: registrations, mileage, meals, lodging, parking and transportation. The cost will be associated with attendance at approved seminars/conferences/workshops.*

The Professional Conference Fund may be used for attendance at professional conferences.

- All requests to attend a seminar/conference/workshop shall be made to the appropriate Assistant Superintendent.
- All seminar/conference/workshop attendance requires the prior approval of the appropriate Assistant Superintendent.
- If the appropriate Assistant Superintendent deems that a Principal is in need of improving his/her skills in a particular area, the Assistant Superintendent may assign a person to attend a seminar/conference/workshop. The costs will be charged to the Principal's Professional Conference Fund.
- In the instance that a principal is not able to expend their conference funds during the three-year period due to circumstances out of their control, the principal may request approval to carry over their conference funds into the following year.
- There may be special projects, which are priorities of the School District, where an Assistant Superintendent may request attendance at a seminar/conference/workshop. The expenses will be exempt from the Principal's Professional Conference Fund.
- Principals may not access building-level staff development funds. They may access other staff development funds that are given to a building from sources like exemplary staff development funds or other grants.
- The professional seminar/conference/workshop funds cannot be transferred or used for other employees in the School District.

The Professional Conference Fund may be combined with the Professional Associations Fund.

## Principal Severance Pay

EFFECTIVE DATES: July 1, 2009 – June 30, 2011

AGREEMENT:

Subject to the limitations listed below, the school district will contribute severance pay to eligible employees as follows:

- Post Retirement Health Care Savings Plan – Fifteen thousand dollars (\$15,000)

Employees who are exempted from participating in the Post Retirement Health Care Savings Plan, as per IRS guidelines, must contribute 100% of severance into the Severance Pay Deferral Plan.

- Severance Pay Deferral Plan (403(b)) – The balance of severance pay

The district's annual contribution into the retiree's Severance Deferral Plan account must not exceed the IRS contribution limit during any given year. Any remaining balance will be paid into the Severance Deferral Plan in future consecutive fiscal years to the extent allowable by the IRS.

All school district payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment.

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

This agreement does not set any precedent for any future issue.

## TRA Extended Leave of Absence

**EFFECTIVE DATE:** July 1, 2009 – June 30, 2011

**AGREEMENT:**

The School Board will make available to Principals a one-time opportunity for Principals to exercise an option for an extended leave of absence (up to 5 years) with the District paying the employer's portion of Teachers Retirement Association (TRA) contributions.

**CONDITIONS:**

- The District will pay the **employer's contribution only** to the Teachers Retirement Association (TRA).
- The school district must receive the employee contribution by June 1<sup>st</sup> of each year in order for the employee to be eligible for the payment of the employer's contribution. As per TRA regulations, any interruption in payments will disqualify the employee from the purchase of TRA service credits for the duration of the leave.
- The TRA contribution will be based on the Principal's salary contract amount not to exceed a 1.0 FTE assignment.
- If the Principal is employed by another Minnesota public school district as a Principal (TRA) while on this leave of absence, TRA contributions from Osseo will cease.
- The Principal will maintain his/her seniority date while on the leave of absence.

**ELIGIBILITY:**

Principals must:

- a) Have a minimum of seven (7) consecutive years of full-time teaching service in the School District.
- b) Have at least ten (10) years of allowable service as defined in Section 354.05, Subdivision 13.
- c) Be currently in an assignment of .8 FTE or more in the District.

**APPLICATION:**

A Principal must submit an application to the Assistant Superintendent of Human Resources by April 1, of the year preceding the school year for which the extended leave would commence.

## **REINSTATEMENT:**

- a. A principal returning from an extended leave of absence will be reinstated according to the following guidelines and subject to the following conditions:
- b. That the position has not been abolished pursuant to M.S. 122A.40.
- c. That the principal is not physically or mentally disabled from performing the essential duties of such position.
- d. If the principal is on leave three (3) years or less, he/she will return to the previously held position and building. A principal returning from leave is eligible to transfer in accordance with School District policy.
- e. If the principal is on leave more than three (3) years, the principal may return to the original position and building by mutual agreement between the principal and Assistant Superintendent, Human Resources, if an opening exists in the building. If there is not mutual agreement or if a position does not exist at the original building, the principal will be transferred in accordance with School District Policy.
- f. Notification of Return: The School Board is not obligated to reinstate any principal who is on an extended leave of absence pursuant to Section 122A.46 unless the principal advises the School Board in writing of the intention to return before February 1st in the school year preceding the school year in which the principal wishes to return or by February 1st in the calendar year in which the leave is scheduled to terminate.
- g. Failure to Return Contract: The principal shall lose all re-employment rights if the principal refuses or fails to return the contract by certified mail within ten (10) days.

## Principal Professional Performance Pay System

**EFFECTIVE DATE:** July 1, 2009

**AGREEMENT:**

It is mutually understood that the School District and Osseo Principals' Association will establish a Labor-Management Committee, designed to develop a performance based professional pay system. The professional performance pay system shall be considered for possible inclusion in the 2009-2011 Principals' Terms and Conditions of Employment and subsequent Terms and Conditions of Employment thereafter.

The focus of the committee will be to create a plan that will serve to:

- reward effective administration and student learning
- allow for continuous improvement
- enhance professional expertise
- promote collaboration
- include objective, measurable and attainable eligibility criteria
- attract and retain quality principals
- be understandable

The Labor-Management Committee will be comprised of members of the Osseo Principals' Association appointed by the Osseo Principals' Association President, and members of administration appointed by the Assistant Superintendent, Human Resources. The committee will have equal membership. The committee will be co-chaired by an Osseo Principals' Association representative and a School District administrator.

The creation and implementation of a new professional performance pay system will be determined only by mutual agreement between the Osseo Principals' Association and the School Board through this Labor-Management Committee.

Should such a professional performance pay system be established, the Experience Increment referenced in Article VI, subd. 1(d) shall then be referenced as a "Performance Increment."

The amount of the performance pay stipend shall be \$2,500.00 annually.

The Labor-Management Committee will annually review the professional performance pay plan to ensure the plan is consistent with all District initiatives relating to student achievement.