

## MASTER AGREEMENT

This Agreement is made and entered into by and between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the "School Board" and the Northfield Principals' Association, hereinafter referred to as the "Association".

### ARTICLE I PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive and harmonious relationships between the School Board, its principals, and their duly authorized exclusive representative, the Association; to establish the terms and conditions of employment for principals; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the School Board and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA"). Terms not specifically defined in this Agreement shall have the meanings given them under the PELRA.

### ARTICLE II RECOGNITION

In accordance with the PELRA, the School Board hereby recognizes the Association as the exclusive representative for all employees in the following appropriate unit, as certified by the Bureau of Mediation Services in Case No. 74-PR-300-A:

All employees of Independent School District No. 659, Northfield, Minnesota, who are certificated by the State Department of Education as Principals or Assistant Principals, who are employed for more than 14 hours per week and for more than 67 work days per year, and who devote more than 50% of their time to administrative or supervisory duties in the capacity of a Principal or Assistant Principal.

The Association, as exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

As used in this Agreement, a "principal" is any person employed by the School Board who is included in the appropriate unit and includes principals and assistant principals except in those cases where there is a clear distinction between the two positions.

### ARTICLE III MANAGEMENT RIGHTS

**Section 1. Authority and Power of the School Board:** The laws of the State of Minnesota have vested in the School Board the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, budgets, personnel structures, rules, and regulations for the district. All such authority and power of the School Board shall continue unimpaired, except as limited by a specific provision of this Agreement.

### ARTICLE IV RIGHTS AND RESPONSIBILITIES OF PRINCIPALS

**Section 1. Basic Duties:** Each Principal shall administer in such places as shall be designated by the School Board, shall faithfully perform the duties prescribed by the School Board for the position held, and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Education, and by Board policies, rules, regulations and orders issued by properly designated officials of the school district.

**Section 2. Work Year:** The School District reserves the right to designate the number of weeks in the work year during the period July 1 through June 30 for each principal. The specified number of duty weeks shall include paid holidays. The method for establishing the duty year shall be to subtract the number of weeks in the work year from 52 weeks. The resulting number of weeks multiplied times 5 days shall be non-duty days. It is the principal's responsibility to complete professional responsibilities within the specified work year. Non-duty days are not accumulative and may not be carried over from year to year or result in additional compensation. Principals may take non-duty days off through August for the preceding work year provided they will be continuing in their position the following year. Upon separation of employment, there shall be no compensation for non-duty days which have not been taken by June 30. Exceptions may be made at the discretion of the Superintendent if non-duty days have accumulated due to a specific request by the Superintendent or Board of Education.

**Subd. 1 Holidays.** Principals shall receive the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Presidents' Day (if designated as a school holiday), Memorial Day, and Good Friday. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the Superintendent.

**Subd. 2.** In the event a work day is lost for an emergency, principals shall perform duties on such other day in lieu thereof as the School Board or its designated representative shall determine.

**Section 3. Strikes and Work Stoppages:** The School Board and the Association mutually recognize that their first obligation is to the public, and that the right of students and residents of this district to the continuous and uninterrupted operation of their schools is of paramount importance. During the term of this Agreement, neither the Association nor any individual principal shall engage in any strike, work stoppage or similar withholding of services.

In the event of strikes or work stoppages by other employees, principals covered under this Agreement are to be considered on continuing employment for the purpose of carrying out School Board policy and for insuring the protection of personnel and property. If a strike necessitates extending the school year and results in extending the principal's contract year, payment for each additional work day will be based upon each individual principal's annual salary divided by the annual number of work days under such principal's contract.

**Section 4. Assignment and Transfer of Principals:** The assignment and transfer of principals shall be made by the School Board upon recommendation by the superintendent, according to the following considerations:

**Subd. 1.** Should there be a vacancy in any principalship within the school system, the Association is to be advised of the vacancy to provide an opportunity for a qualified principal within the system to make application for the position.

**Subd. 2.** The superintendent shall notify the Chairperson of the Association and the principal involved in any proposed transfer, and shall give the reasons for the transfer upon request. The principal and a representative of the Association may meet with the superintendent to discuss any proposed transfer.

## ARTICLE V COMPENSATION

**Section 1. Individual Contracts:** Minnesota law requires that each individual principal be employed by written contract, signed by the principal and by the Chairperson and Clerk of the School Board. Each principal shall be compensated according to the terms of his/her individual contract.

**Section 2. Individual Salaries:** The salary specified in individual contracts issued during the term of this Agreement shall be computed in accordance with Appendix A. The School District has the right to withhold salary increases for principals with unsatisfactory performance as determined by the Superintendent. No salary increase will be paid in the 2012-13 school year until an agreement between the parties covering the period from July 1, 2012, to June 30, 2014 is reached.

Each principal and assistant principal shall receive the same "steps for full-time service" payment in 2010-11 and 2011-12 as they did during the 2009-10 contract year. There shall be no step advancement during the terms of this agreement.

**Section 3. Pay Deductions:** Deductions for each work day of absence under a leave of absence without pay will be based upon the individual principal's annual salary divided by the annual number of work days under such principal's contract.

**Section 4. Consultant Services:** Principals shall be required to make up a work day for each day absent for outside consulting activities for which an honorarium is paid. Approval of such days shall be at the discretion of the Superintendent.

## **ARTICLE VI INSURANCE**

**Section 1. Group Insurance:** During the term of this Agreement the School Board will purchase the group insurance policies described in this Article. It is understood and agreed that the provisions of this Article are merely descriptive of the coverage provided, and that the eligibility of a principal for benefits shall be governed by the terms of the master insurance contracts in force between the School Board and the insurers providing such coverage. It is further agreed that the School Board's only obligation under the policies described in this Article is to make the premium payments as provided in this Agreement, and no claim shall be made against the School Board in the event of a denial of insurance benefits by an insurance carrier. The Board contribution toward the premium for part-time principals shall be prorated to the proportion of the contract time. The principal must work 20 hours or more per week to be eligible for insurance benefits.

**Section 2. Health and Hospitalization Insurance:** The School District shall provide the Principal and his or her dependents a health and hospitalization insurance plan and shall contribute \$551.27 per month toward the premium for single coverage or \$1,402.43 per month for family coverage for the 2010-11 school year. For the 2011-12 school year, the district will contribute an amount equal to 1.2 times the amount contributed toward the premiums for teachers. Participation in the insurance program will be voluntary. Coverage shall be effective only upon enrollment of the individual principal and his/her family. Each principal enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum School Board contribution toward the type of coverage for which such principal is enrolled. The effective date for employer contributions shall be September 1, 2010, for the 2010-11 school year, and September 1, 2011, for the 2011-12 school year.

**Section 3. Income Protection:** The School District shall pay the full premium for each principal who qualifies for and is enrolled in coverage under the district's long-term disability insurance plan. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings. Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the principal's basic earnings. The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, the principal receiving long-term disability insurance benefits may continue in the district's group insurance plans at the principal's expense. Benefits payment shall continue beyond age 62 in accordance with federal regulations.

**Section 4. Participation in Tax-Sheltered Annuities:** All principals are eligible to participate in a tax-sheltered annuity plan established pursuant to United States Public Law No. 98-370. When a

principal desires to secure an annuity from a company that has been endorsed by his or her professional association, it will be appropriate for only one principal in the district to enroll in that company's plan. Principals may also enroll in other plans currently approved by the School Board.

**Section 5. Early Retirement Insurance:** Any principal who has at least ten (10) years experience in Independent School District No. 659 and retires upon attaining age fifty-five (55) or thereafter may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The principal may continue participation in the district's group term life insurance plan according to provisions of Section 6 at the principal's own expense until the principal is eligible for Medicare. The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as an employed principal but no more than 80% of the health and hospitalization insurance premium, for nine (9) years from the date of retirement. Principals who retired prior to July 1, 2002, will continue to be eligible for the School District's contribution toward their insurance for the period of time established at the time of their retirement. Coverage will be available to a retired principal who has group medical insurance available to him/her from another employer; however, such other employer's coverage shall be considered primary.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare. Employees currently retired and their dependents who are eligible for Medicare will be converted to a Medicare supplement policy effective February 1, 2011.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

**Section 6. Life Insurance:** Effective upon enrollment in the District life insurance plan, the Employer will provide group term life insurance coverage for each full-time principal in the amount of \$150,000. Each principal may purchase additional group term life in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the principal through payroll deduction.

**Section 7. Dental Insurance:** The rate of Board payment for 2010-11 shall be up to \$28.20 per month for single coverage, or up to \$64.34 per month for family coverage. For the 2011-12 school year, the district will contribute an amount equal to the amount contributed toward the premiums for teachers. The effective date for employer contributions shall be September 1, 2010, for the 2010-11 school year, and September 1, 2011, for the 2011-12 school year.

**Section 8. Duration of Insurance Contribution:** Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under Section 5 for early retirement. However, principals may be continued in the group insurance plans at their own expense for a period following separation determined by the insurance carrier and COBRA Legislation.

**ARTICLE VII  
LEAVES AND ABSENCES**

**Section 1. Sick Leave:** Principals working 20 hours or more per week will accumulate leave according to the following schedule:

**Subd. 1. 40-44-week contracts:** 11 days/yr, accumulative to 209 days.

**Subd. 2. 45-46-week contracts:** 12 days/yr, accumulative to 228 days.

**Subd. 3. 47-48-week contracts:** 13 days/yr, accumulative to 247 days.

**Subd. 4.** 15 days of sick leave will be provided for all principals in their first year of employment by the School Board; however, the total accumulated at the end of the second year shall not exceed that provided by the above schedule.

**Subd. 5. Disability qualification:** Sick leave will no longer be used when a principal qualifies for disability benefits.

**Section 2. Bereavement Leave:** For critical illness or death in the immediate family (spouse, children, mother, father, brother, sister; or spouse's mother, father, brother, or sister), ten (10) days per year without pay deduction are allowed by a deduction of these days will be made from sick leave. For death of friends or other relatives, two (2) days per year are allowed without salary deduction, but a deduction of these days will be made from sick leave. Leave provided under this section does not accumulate.

**Section 3. Personal Business:** Principals shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the school day, with prior approval of the Superintendent. A deduction of these days will be made from sick leave.

**Section 4. Leave of Absence:** Principals may apply for leaves of absence in the event of personal extenuating circumstances.

**Section 5a. Optional Sabbatical Leave Plan for Principals:** Upon recommendation of the Superintendent but at the sole discretion of the School Board, sabbatical leave may be granted to principals and assistant principals, who have been employed for five (5) consecutive years by Independent School District No. 659, of up to six (6) months in duration with full insurance benefits (if acceptable to the carrier) and 75% of full salary during the leave provided the leave plan includes the following:

- a. Arrangements have been made for a suitable replacement.
- b. The program of work is related to the job assignment of the principal and recommended by the superintendent.
- c. Specific objectives for professional improvement are stated and an explanation is presented regarding how the program of work will accomplish these objectives.
- d. A written evaluation is submitted to the superintendent and Board of Education upon completion of the sabbatical leave regarding the extent to which the objectives of the program were accomplished.

A principal or assistant principal receiving a sabbatical is required to work for Independent School District No. 659 for two (2) years following the sabbatical leave; failure to do so will require repayment of salary and cost of fringe benefits received during the sabbatical.

**Section 5b. Sabbatical Leave:** Upon recommendation of the Superintendent, but at the sole discretion of the School Board, sabbatical leave may be granted to principals and assistant principals who have been employed for five (5) consecutive years by Independent School District No. 659. Application for sabbatical is to be submitted to the superintendent before April 1 for the succeeding school year.

Principals will indicate by March 1 of the sabbatical year their intent to return the following year.

The sabbatical leave is for one school year and the salary of principal and/or assistant principal will be one-half of the salary he/she would receive if not on sabbatical. The same rights and fringe benefits normally received if employed as a principal in Independent School District No. 659 will be received by the individual during the sabbatical leave period. A principal or assistant principal receiving a sabbatical is required to return to work for Independent School District No. 659 for two (2) years following the sabbatical leave; failure to do so will require repayment of salary and cost of fringe benefits received during the sabbatical.

#### **Section 6. Child Care Leave.**

**A.** A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the principal for an extended period of time.

**B.** A principal making application for unpaid child care leave shall inform the superintendent in writing with intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances. The superintendent and the principal will attempt to work out a satisfactory plan for the leave.

**C.** If the reason for the child care leave is occasioned by pregnancy, the principal shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 1 is available for the disabilities of pregnancy prior to the commencement of the child care leave.

**D.** The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - e.g., winter vacation, spring vacation, semester break or quarter break, end of reporting period, end of the school year, or the like. The availability of a suitable replacement may also be considered by the school district in both the granting of a child care leave or the duration of such leave.

**E.** In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

- (1) grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.
- (2) permit the principal to return to his or her employment prior to the date designated in the request for child care leave.

**F.** A principal returning from child care leave shall have a right to return to his or her original position as specified in the principal's child care leave plan if the principal's leave is commenced and concluded within the same school year. If the principal's child care leave plan does not call for his or her return within the year it is commenced, a principal shall have the right to be returned to an equivalent contractual position, unless such principal has been previously terminated pursuant to the provision of M.S. 125.12 or such principal has been placed on unrequested leave pursuant to the provisions of M.S. 125.12.

**G.** Failure of the principal to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the principal mutually agree to an extension in the leave.

**H.** A principal who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The principal shall accrue additional experience credit or leave time during the period of absence for child care leave, if the leave commences and ends within the same school year.

I. Child care leave shall be without pay. The school district shall continue its contributions for group insurance as specified in Article VI for a principal on child care leave, if the leave commences and ends within the same school year.

**Section 7. Disaster Leave** The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

**Section 8. Judicial Leave** An employee who is called for jury duty shall be compensated for the difference between regular pay and pay received for the performance of such obligation.

**Section 9. Superintendent's Discretionary Leave** Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

**Section 10. School Conference and Activities Leave** In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. Such leave will be deducted from the employee's sick leave allowance.

**Section 11. Leave Allowance Bank:** When a principal has used all his/her leave allowance, the principal will be allowed to use days drawn from the "leave allowance bank."

- (1) All principals who wish to participate shall notify the Human Resources Office within twenty (20) days after such principal's first workday for the school year (July 1<sup>st</sup>). Participating principals will be assessed two days of leave allowance at the time they join the leave allowance bank. All assessed days will be accumulated in a bank where they will be available to participants who have used all their designated leave allowance days. When the days in the bank have been used, all participants will be reassessed two days, thus the days in the bank will equal twice the number participating.
- (2) A principal may withdraw from the "leave allowance bank" at the beginning of any school year. In case of withdrawal, a principal's contribution of days to the leave allowance bank stays in the bank.
- (3) A principal may use no more than sixteen (16) days from the sick leave bank in any given school year, effective with the implementation of Article VI, Section 3.
- (4) The Employer has a substantial interest in insuring that days from the leave allowance bank are used only for legitimate reasons in accordance with the terms of this Agreement. Every reasonable effort will be made to involve the Employer in counseling principals repeatedly using the leave allowance bank to insure that the appropriate contractual standards are met.
- (5) Days from the sick leave bank shall not be used for personal leave, parental leave, school conference or activity of a dependent child, or to care for a sick or injured dependent child or employee's parent. Days from the sick leave bank may be used for bereavement leave not to exceed the number of days allowed in Section 3. The leave allowance bank shall not be used when a principal qualifies for disability income.

**ARTICLE VIII  
OTHER BENEFITS**

**Section 1. Reimbursement for In-District Mileage:** Principals driving their own cars for in-district travel for school purposes such as taking students home in emergencies, home visitations for the purpose of resolving student problems or conferences with parents and the like shall be reimbursed at the rate approved by the School Board consistent with other school district personnel.

**Section 2. Severance Plan.** Each principal who has completed seven (7) years of continuous service as a licensed principal in the school district shall be eligible for payment upon separation of employment based on the following:

- a. Payment shall be equivalent to his/her daily rate of pay times a number of days determined by multiplying eight (8) days times the number of years' employment with the Northfield School District at the time of separation of employment. The daily rate shall be based on the principal's gross salary rate, including step, longevity and PHD differentials.
- b. The amounts shall be prorated for years during which the principal served part time.
- c. The maximum number of paid days shall be 115 days, and shall not exceed the number of sick leave days accumulated by the principal at the time of separation of employment.
- d. Deferred compensation under this section shall not be payable in the event a principal is terminated for cause.

**Section 3. Tax Deferred Contribution**

- a. The school district shall contribute \$2,950 for the 2010-11 school year and \$2,950 for the 2011-12 school year to a tax-deferred matching contribution plan for each full-time principal who authorizes a matching salary reduction for the same period. The maximum lifetime school district contribution will be \$25,000.
- b. An employee working less than full-time as a principal shall be eligible for a prorated school district contribution.
- c. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.
- e. The school district contribution and matching employee contribution will be made to a state-approved company of the principal's choice. It shall be the responsibility of the principal to make all arrangements required by the vendor to insure that proper payment is made by the school district. The district shall make payment to the employee's selected company bi-monthly.

**Section 4. Elected Annuity Contributions:** In addition to the tax sheltered annuity plan provided under Section 3: Tax Deferred Contribution, the School District will pay as taxable income a sum of \$370.00 annually. The payments required under this subdivision may be contributed, at the administrator's election, into a supplemental pension plan permitted under section 356.24, providing any income tax benefits as may be permitted by law. The administrator is responsible for personal income tax planning and payments.

**Section 5. Right to Use of Building:** For Association purposes, the principals shall have the right to use of building, facilities and equipment if and when such equipment is not otherwise in use. The Association agrees to reimburse the school district for the use of materials consumed and for any damages and repairs as a result of the use of the building, facilities and equipment.

**Section 6. Professional Improvement:** The School Board, at its sole discretion, agrees to provide funds for the purpose of providing professional improvement conferences for Principals. These funds

shall be included in the annual budget amounts approved by the School Board for each building. Travel, meals, lodging, registration fees and gratuities shall be deemed appropriate expenses for these accounts. The Principal shall apply to the Superintendent for approval to attend out-of-state professional conferences.

Principals shall be reimbursed for courses directly related to the principal's area of Ed.D. or Ph.D. study. The lesser of \$200.00 or the actual tuition cost per graduate quarter hour earned or the lesser of \$300.00 or the actual tuition cost per graduate semester hour earned shall be granted upon submittal of transcript(s) and tuition statement(s) to the Director of Human Resources. A maximum of \$1,500 per year may be paid for each principal. Such reimbursement is subject to approval by the Superintendent or his/her designee.

**Section 7. Professional Dues:** The School Board will pay the professional dues for individual memberships for principals in the following state and national principals' associations: MASSP and NASSP (for secondary principals); and MESPA and NAESP (for elementary principals). Alternative or additional organizations may be granted to a principal upon approval by the Superintendent.

**Section 8. Vandalism Reimbursement:** The School District shall reimburse a principal who experiences vehicular vandalism, which occurs on school property or in the course of the principal performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

**Section 9. Liability Insurance:** The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

**Section 10. Health Reimbursement Account (HRA) Contribution:** The School District will make a contribution of \$330.00 per school year to the School District's Health Reimbursement Arrangement Plan for each full-time employee. The maximum lifetime contribution that will be made by the School District under this section shall be \$25,000 per eligible employee.

## ARTICLE IX SENIORITY

**Section 1. Seniority Date.** Seniority shall be based upon continuous and unbroken employment as a licensed principal with Independent School District No. 659 from the most recent date of hire as a licensed principal. The seniority date for individuals employed by the district as site leaders pending receipt of principal licensure shall be the date on which the Board of Teaching issues the principal licensure as noted on the license.

**Section 2. Seniority List.** On or before November 15 of each year, the district shall prepare from its records a Principals' Seniority List, in order of seniority date, which shall contain the seniority date, name and areas of licensure for each principal as shown by licenses on file in the district office as of November 1 of said year, and current employment status. The list will be divided into lists for principals and assistant principals. A copy of the Principals' Seniority List will be provided to each principal and assistant principal on or before November 15 of each year. A principal or assistant principal may challenge the correctness of the information by filing a written challenge with the Director of Human Resources. In the absence of a written challenge filed within twenty (20) calendar days from the date the seniority list was issued, the issued seniority list will be conclusively deemed to be correct.

**Section 3. Reduction of Principal and Assistant Principal Positions.** In the event of reduction of principal positions, probationary principals shall be non-renewed before principals with continuing contract rights would be affected. Among principals with continuing contract rights, part-time principals shall be placed on unrequested leave of absence before full-time principals. If two or more principals have the same seniority date, the School Board shall determine which of such principals shall be placed on unrequested leave of absence. In the event of reduction of assistant principal positions, probationary assistant principals shall be non-renewed

before assistant principals with continuing contract rights would be affected. Among assistant principals with continuing contract rights, part-time assistant principals shall be placed on unrequested leave of absence before full-time assistant principals. If two or more assistant principals have the same seniority date, the School Board shall determine which of such assistant principals shall be placed on unrequested leave of absence. Unrequested leave and recall to positions shall be governed by provisions of M.S. 122A.40.

## **ARTICLE X 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 district as to the interpretation or application of terms and conditions contained in this Agreement.

**Section 2. Representative:** 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 behalf.

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

**Subd. 1.** 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 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:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district’s designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. 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. An effort shall first be made to adjust an alleged grievance informally between the principal and the school district’s designee.

**Section 5. Adjustment of Grievance:** The school district and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the school district in the following manner:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the superintendent or his/her designee shall give a written decision on the grievance to the parties involved within ten 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 ten 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 days after receipt of the appeal. Within twenty 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 Board may be designated by the 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 of this procedure provided the School Board or its representative notify the parties of its intentions to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reserve 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 the 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 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:** The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request from the Bureau of Mediation Services, a list of arbitrators selected by the Commissioner, providing such request is made within fifteen (15) days after request for arbitration. Upon receipt of the list of arbitrators, the School District and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. 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. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the superintendent, the submission of the grievance which shall include the following:
  - (1) The issues involved
  - (2) Statement of the facts
  - (3) Position of the grievant
  - (4) The written documents relating to Section 5, Article IX, of the grievance procedure.
- b. The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**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 denovo.

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by the PELRA.

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

**ARTICLE XI  
DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge:** No principal shall be discharged or otherwise disciplined without just cause.

**Section 2. Corrective Discipline:**

**Subd. 1. Objective.** The first step in resolving most potential disciplinary situations is through a principal/superintendent conference.

**Subd. 2. Written Reprimand.** If the superintendent believes that a written reprimand is necessary, he/she will first confer with the principal regarding the circumstances.

**Subd. 3. Suspension.** If the superintendent has met with the principal and recommends to the School Board that additional disciplinary action be considered, the School Board will conduct a meeting with both the superintendent and principal. If the School Board decides that a suspension is appropriate, the Board may suspend a principal for a maximum of three (3) days.

**Subd. 4. Representation.** Both the principal and the school district are entitled to be represented at all levels of this disciplinary process.

**Subd. 5. Progressive Discipline.** The School District intends to follow a policy of progressive discipline with its employees. The normal sequence of discipline would be:

- (1) Conference with the employee;
- (2) Written reprimand;
- (3) Suspension with pay;
- (4) Suspension without pay.

The relative seriousness of this matter will determine at what level disciplinary action is commenced.

**Subd. 6. Appeal.** The employee may request review of the district's decision through the grievance procedure. At the employee's option, the matter may be submitted directly to arbitration pursuant to Section 8 of the grievance procedure.

**Subd. 7. Effective Date.** A suspension without pay shall be effective upon acquiescence to the suspension by the principal or upon the decision by an arbitrator sustaining a proposed suspension.

**ARTICLE XII  
DURATION AND RENEGOTIATION OF AGREEMENT**

**Section 1. Term of Agreement:** This Agreement shall become effective as of July 1, 2010, and shall continue in full force and effect to and including June 30, 2012, and annually thereafter, except as modified or terminated in accordance with the provisions of this Article XII.

**Section 2. Effect:** This Agreement constitutes the full and complete contract between the School Board and the Association. 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.

**Section 3. Termination or Modification:** Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90)

days prior to June 30, 2012, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement shall set forth specifically all proposed modifications sought by the party, and all clauses of this Agreement for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

**Section 4. Severability:** Any provision of this Agreement which is deemed by a federal or state court or agency to be in violation of any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. The provisions of this Agreement shall be severable, and if any provision hereof or application of any such provision is held to be invalid, it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances.

The School Board and the Association will meet not later than ten (10) days after such determination for the purpose of renegotiating any affected provision. The School Board reserves the final right to amend any affected provision of this Agreement to the extent necessary to fulfill compliance with federal or state laws, or rules or regulations promulgated thereunder, subject to the arbitration provisions of the grievance procedure.

**Section 5. Negotiations During Term:** The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for principals. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the School Board and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided, however, that any or all of the provisions, except compensation, of this Agreement may be opened for negotiation and modification in writing at any time by mutual consent of the parties.

NORTHFIELD PRINCIPALS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 659

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX A  
2010-12 PRINCIPALS' SALARY FORMULA**

<b>Position</b>	<b>Factor</b>	<b># Weeks</b>	<b>2010-11 Wkly Rate</b>	<b>2010-11 Base</b>	<b>2011-12 Wkly Rate</b>	<b>2011-12 Base</b>
HS Principal	1.00	48	\$2,232	\$107,153	\$2,232	\$107,153
MS Principal	0.98	47	\$2,187	\$102,802	\$2,187	\$102,802
Elem Principal	0.96	47	\$2,143	\$100,733	\$2,143	\$100,733
HS Ass't Principal	0.93	43	\$2,075	\$89,231	\$2,075	\$89,231
MS Ass't Principal	0.90	43	\$2,009	\$86,392	\$2,009	\$86,392

**Steps for full-time service (prorate for part-time) added to base salary**

	<b>2010-11</b>	<b>2011-12</b>
1: 1st Year	\$0	\$0
2: 2nd Year	\$1,625	\$1,625
3: 3rd Year	\$3,250	\$3,250
4: 4th Year	\$4,875	\$4,875
5: 5th Year and Up	\$6,500	\$6,500

**Longevity added to base and steps:**

	<b>2010-11</b>	<b>2011-12</b>
8 years completed	\$1,080	\$1,080
12 years completed	\$1,620	\$1,620
16 years completed	\$2,160	\$2,160

	<b>2010-11</b>	<b>2011-12</b>
<b>Doctorate Stipend</b>	\$4,000	\$4,000