

SOUTH WASHINGTON COUNTY SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO 833

COTTAGE GROVE, MINNESOTA

2017-2019

PRINCIPALS CONTRACT

## **Table of Contents**

<b>ARTICLE I PURPOSE .....</b>	<b>3</b>
<b>ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE .....</b>	<b>3</b>
<b>ARTICLE III SCHOOL BOARD RIGHTS.....</b>	<b>4</b>
<b>ARTICLE IV PRINCIPALS' RIGHTS.....</b>	<b>5</b>
<b>ARTICLE V ASSOCIATION RIGHTS .....</b>	<b>5</b>
<b>ARTICLE VI SALARY SCHEDULES .....</b>	<b>6</b>
<b>ARTICLE VII GROUP INSURANCE .....</b>	<b>8</b>
<b>ARTICLE VIII PAID ABSENCES .....</b>	<b>9</b>
<b>ARTICLE IX LEAVES OF ABSENCE.....</b>	<b>12</b>
<b>ARTICLE X SENIORITY AND UNREQUESTED LEAVE .....</b>	<b>13</b>
<b>ARTICLE XI WORK STOPPAGES .....</b>	<b>14</b>
<b>ARTICLE XII GRIEVANCE PROCEDURE.....</b>	<b>14</b>
<b>ARTICLE XIII WORK YEAR .....</b>	<b>17</b>
<b>ARTICLE XIV TRANSFERS .....</b>	<b>19</b>
<b>ARTICLE XV CONFERENCES, WORKSHOPS AND STAFF DEVELOPMENT.....</b>	<b>19</b>
<b>ARTICLE XVI SEVERANCE .....</b>	<b>20</b>
<b>ARTICLE XVII DURATION.....</b>	<b>22</b>

**SOUTH WASHINGTON COUNTY SCHOOLS  
PRINCIPALS CONTRACT**

**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS CONTRACT entered into between the School Board of Independent School District No. 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and the South Washington County Principals Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as the P.E.L.R.A., provides the terms and conditions of employment for principals during the duration of this Contract.

Section 2. Terms: Terms as defined in this Contract shall have those meanings as defined by P.E.L.R.A.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes South Washington County Principals Association as the exclusive representative of principals and assistant principals employed by the School Board of Independent School District No. 833.

Section 2. Appropriate Unit: The Association is recognized as the exclusive representative of all principals and assistant principals who devote more than 50% of their time to administration or to the supervision of employees and who are employed for more than 14 hours per week and more than 67 work days per year; excluding district administrators and supervisors, confidential employees, and all other employees.

Section 3. Job Classification: Job classifications agreed by the School Board and the Association to be included within the appropriate unit are as follows:

Principal – Senior High	Assistant Principal – Senior High
Principal – Middle School	Activity Director – Senior High
Principal – Elementary	Assistant Principal – Middle School
Principal - ALC	Assistant Principal - Elementary

excluding all other job classifications of the School Board. Unless specifically noted otherwise, all references to principal in the Contract will be understood to include assistant principals. The District reserves the right to create new job classifications, and the Association reserves the right to negotiate the pay for new bargaining unit job classifications.

**ARTICLE III**  
**SCHOOL BOARD 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, the utilization of technology, the organizational structure, and the 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:

Subd. 1. The Association recognizes that all principals covered by this Contract shall perform the duties and responsibilities prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders issued by properly designated officials of the School Board. The Association also recognizes the rights, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders which are not inconsistent with the terms of this Contract.

Subd. 2. All provisions of this Contract are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Contract found by proper judicial or administrative authority to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Placement on Schedule: All principals employed as of the beginning of this Master Contract shall be placed on the salary schedule according to their specific job title and classification, and according to the Agreement between the District and the Association, subject to the right of the District to withhold a portion or all of any increase for a principal or assistant where performance is deemed to be less than satisfactory.

Subd. 1. Newly hired principals or assistants will be placed on the salary schedule at the discretion of the School District regarding out of District building level administrative experience applicable to salary schedule placement.

Section 5. 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. All management functions not expressly delegated in this Contract are reserved to the School Board.

**ARTICLE IV  
PRINCIPALS' RIGHTS**

Section 1. Right to Join: Principals shall have the right to join the Association, and shall have the right not to join the Association.

Section 2. Request for Dues Check-Off: Principals shall have the right to request and be allowed dues check-off for the Association, provided that the dues check-off and the proceeds thereof shall not be allowed the Association if it has lost its right to dues check-off pursuant to P.E.L.R.A.

Subd. 1. Upon receipt of a properly signed authorization card by the principal involved, the School Board will deduct from the principal's check the dues that the principal has agreed to pay the Association during the period provided in said authorization. Principals have the option of having deducted all local, state and national dues, or any one of them individually.

Subd. 2. The School Board shall transmit the deducted fair share fees monthly to the treasurer of the Association.

Section 3. Personnel Files:

Subd. 1. Principals shall have the right to inspect their individual personnel files in accordance with M.S. 122A.40 et al.

Subd. 2. Principals shall receive a copy of evaluatory materials which are initiated by the School Board and placed in the principal's individual personnel file.

**ARTICLE V  
ASSOCIATION RIGHTS**

Section 1. Fair Share Fee: All principals covered by this Contract who are not members of the Association may be required by the Association to contribute a fair share fee for services rendered by the Association, to the extent permitted by P.E.L.R.A.

Subd. 1. The School Board, upon receipt of written certification from the Association designating the principals who are not members of the Association, shall deduct the certified fair share fee from those principals designated as not being members of the Association.

Subd. 2. The School Board shall transmit the deducted fair share fee monthly to the Treasurer of the Association.

Section 2. Indemnification: The Association shall indemnify and hold the School Board harmless against any and all claims, judgments, or orders issued against the School Board in the administration of Section 1 of this Article and Section 2 of Article IV.

Section 3. Association Business: The Association may designate one or more principals who together may be absent to a maximum of 5 duty days per school year to conduct business necessary to the Association.

Subd. 1. Upon 3 calendar days written notice to the Superintendent the designated principals may be absent from duty without pay, provided, the absence would not interrupt the educational program, to conduct necessary Association business.

Section 4. Meet and Confer: The School Board and the Association recognize their obligation to meet and confer through their respective delegates regarding policies and those matters relating to employment not included under M.S., 179A.07, Subd. 1 & 2 pursuant to M.S. 179A.07, Subd. 3 of the P.E.L.R.A. Either party may request such a meeting.

Section 5. Right to Views: 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 designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative, if there be one.

## ARTICLE VI SALARY SCHEDULES

### Section 1. Basic Salary Schedules:

#### Subd. 1. 2017-2018 Basic Salary Schedule:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Principal – Sr. High</b>	124,541	127,487	130,503	133,591	136,751	139,986	143,641
<b>Principal - Middle School</b>	117,802	120,602	123,469	126,404	129,409	132,485	135,949
<b>Principal – Elementary</b>	110,178	113,090	116,080	119,148	122,297	125,530	128,928
<b>Principal – ALC</b>	113,414	116,227	119,111	122,066	125,095	128,199	131,600
<b>Assistant – Sr. High</b>	107,778	110,405	113,097	115,854	118,678	121,571	124,778
<b>Activity Director – Sr. High</b>	105,777	108,405	111,097	113,857	116,685	119,584	122,757
<b>Assistant - Middle School</b>	102,756	105,268	107,841	110,476	113,176	115,942	119,003
<b>Assistant - Elementary</b>	95,017	97,454	99,953	102,517	105,146	107,842	110,734

Subd. 2. 2018-2019 Basic Salary Schedule:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Principal – Sr. High</b>	127,487	130,503	133,591	136,751	139,986	144,256	148,525
<b>Principal - Middle School</b>	120,602	123,469	126,404	129,409	132,485	136,528	140,572
<b>Principal – Elementary</b>	113,090	116,080	119,148	122,297	125,530	129,421	133,312
<b>Principal – ALC</b>	116,227	119,111	122,066	125,095	128,199	132,136	136,074
<b>Assistant – Sr. High</b>	110,405	113,097	115,854	118,678	121,571	125,296	129,020
<b>Activity Director – Sr. High</b>	108,405	111,097	113,857	116,685	119,584	123,257	126,931
<b>Assistant – Middle School</b>	105,268	107,841	110,476	113,176	115,942	119,495	123,049
<b>Assistant - Elementary</b>	97,454	99,953	102,517	105,146	107,842	111,170	114,499

Section 2. Mileage: Principals required by the School Board to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated at the current IRS rate with subsequent modification of the IRS rate effective upon notification to the school district. Reimbursement will be effective the first of the month following the announcement of the new rate.

Section 3. Professional Dues: The School Board will reimburse full-time principals to a maximum of \$850.00 each full year of employment for the cost of dues of approved professional associations authorized by the School Board to which the principal is a member, provided proof of membership is furnished, and further provided the association is not a "labor or employee organization" as defined in P.E.L.R.A., or provides economic benefits to the principal. Said amount does not include \$75.00 annual fee payable to the Minnesota Board of School Administrators which shall also be paid by the School Board.

Section 4. Doctorate Degree: As of July 1, 2004 the School Board shall pay full-time principals and assistant principals a \$1,500 per year stipend to those who presently have, or obtain a doctorate degree in education or a doctorate degree in a field directly related to education. The Superintendent or delegated representative of the Superintendent will have final authority to determine whether a doctorate degree is eligible for a stipend. The parties agree that the issue of whether a doctorate degree is eligible for a stipend is not grievable.

## **ARTICLE VII GROUP INSURANCE**

### Section 1. Health and Hospitalization Insurance:

Subd. 1. Employee Single Coverage: Effective January 1, 2017, the School Board shall contribute \$583.91 per month for Select Choice, and \$579.36 per month for Open Access insurance plan options. Effective January 1, 2017, the School Board shall contribute \$584.67 per month for employees enrolled in the High Deductible plan, plus a \$166.67 monthly contribution into a VEBA (Voluntary Employee Beneficiary Account) for a total contribution of \$751.34 per month. Effective January 1, 2018, the School Board shall contribute \$583.91 per month for Select Choice, and \$579.36 per month for Open Access insurance plan options. Effective January 1, 2018, the School Board shall contribute \$564.26 per month for employees enrolled in the High Deductible plan, plus a \$166.67 monthly contribution into a VEBA (Voluntary Employee Beneficiary Account) for a total contribution of \$730.93 per month.

Subd. 2. Family Coverage: Effective January 1, 2017, the school board shall contribute \$1,603.73 per month for the Open Access insurance plan, \$1,541 per month for the Select Choice Plan, and \$1,557.06 per month for the High Deductible Plan. Additionally, eligible employees enrolled in the family High Deductible Plan will receive a \$333.33 monthly contribution into a VEBA (Voluntary Employee Beneficiary Account), for a total of \$1,890.39 per month. Effective January 1, 2018, the school board shall contribute \$1,603.73 per month for the Open Access insurance plan, \$1,541 per month for the Select Choice Plan, and \$1,510.83 per month for the High Deductible Plan. Additionally, eligible employees enrolled in the family High Deductible Plan will receive a \$333.33 monthly contribution into a VEBA (Voluntary Employee Beneficiary Account), for a total of \$1,844.16 per month.

Subd 3. VEBA (Voluntary Employee Beneficiary Account): Employees enrolling in the High Deductible Insurance Plan, single or family, are eligible for the negotiated District VEBA contribution. The plan year shall run January 1st through December 31st. Any employees enrolling in the VEBA plan with an effective date other than the first day of the plan year would have their contribution prorated on a per pay period basis. Upon separation, an employee would retain what is in the employee's account. If the former employee elects the VEBA plan under COBRA, the former employee would continue to receive the VEBA account contribution. Any balances in employee accounts will roll over into the next plan year.

Section 2. Life Insurance: The School Board shall contribute the full monthly premium cost of the life insurance program for all eligible full-time principals employed by the School Board who qualify and are enrolled, in an amount of 3 times the principal's base salary.

Section 3. Long Term Disability Insurance: The School Board shall make available to all full-time principals, a group long term disability program at the employee's expense. All eligible full time



principals shall be enrolled in the school district long term disability program.

Section 4. Employee Dental Insurance: The School Board shall contribute \$40.82 toward the monthly premium for employee coverage for all eligible full-time principals employed by the School Board who are enrolled in the School Board's group dental program.

Section 5. Family Dental Insurance: The School Board shall contribute \$114.42 toward the monthly premium for employee coverage for all eligible full-time principals employed by the School Board who are enrolled in the School Board's group dental program.

Section 6. Payroll Deductions: The difference between the monthly premium costs and the School Board's contributions established by Section 1, Section 3, Section 4 and Section 5 of this Article, shall be paid by enrolled principals through payroll deduction.

Section 7. Voluntary Participation: Participation by any full-time principal in the insurance programs established by this Article is voluntary, with the exception as established in Section 3 above. Eligible full-time principals who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Health Care Savings Plan. Effective July 1, 2017, the School Board will contribute \$950. Effective July 1, 2018, the School Board will contribute \$1625 per year into a Minnesota State Retirement System Health Care Savings Plan for all employees covered by the Principal Contract.

Section 9. Wellness Incentive: Principals may convert three days of paid absence leave into contributions to the Minnesota State Retirement System Health Care Savings Plan. For purposes of this provision, a day shall be valued at \$500. The maximum conversion shall be three days per year.

## **ARTICLE VIII PAID ABSENCES**

Section 1. Date of Accumulation: All full-time Elementary and Secondary Principals and Assistant Principals shall earn paid absence leave amounting to 15 days per year. Unused paid absence leave shall accumulate to an unlimited amount.

Subd. 1. If a principal resigns, all accumulated paid absence leave will be forfeited. If all accumulated paid absence leave has been used, any paid absence leave used in excess of the accumulated will be deducted from the principal's last pay check at the daily salary rate of pay. If the pay check does not have sufficient funds, the principal will reimburse the School Board.

Subd. 2. Paid absence leave shall be allowed by the School Board whenever a principal's absence is found to have been due to illness, injury, or temporary disability which prevented attendance at school and the performance of duties on that day or days.

Subd. 3. Prior to final approval of the use of paid absence leave the School Board may require a principal to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or injury indicating such absence was due to illness or injury.

Subd. 4. In the event a medical certificate will be required, the principal will be so advised.

Subd. 5. Approved paid absence leave shall be deducted from the accumulated paid absence leave of the principal.

Subd. 6. Paid absence leave requests should be submitted to the employee's supervisor for approval.

Section 2. Family Illness or Injury: Pursuant to Minn. Statute. 181.9413, a Principal may use paid absence leave for absences due to an illness or injury to the Principal's child, for such reasonable periods as the Principal's attendance with the child may be necessary, on the same terms that a teacher is able to use paid absence leave for personal illness or injury. An absence occasioned by illness or injury of a member of the principal's family (spouse, father, mother, mother-in-law, father-in-law, sister, brother, or household member) may be granted for 3 days per year by the

Superintendent or designee. Absences exceeding 3 days per year may be granted solely at the discretion of the Superintendent or designee. Approved days of absence will be deducted from the principal's accumulated paid absence leave.

Section 3. Bereavement and/or Funeral Leave: An absence not exceeding 3 days per death of a member of the principal's family will not be deducted from accumulated paid absence leave.

Subd. 1. A principal may take up to 2 additional days which will be deducted from accumulated paid absence leave. Members of the immediate family shall be defined as: family member, household member, and/or friend.

Subd. 2. Principals may be permitted to attend the funeral of a member or former member, of the district staff with no deduction in paid absence leave or loss of pay.

Section 4 Leave for Adoption or Foster Placement: Full time, benefit eligible, and part-time employees with accrued paid absence leave will be granted up to 6 weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Human Resources on a case by case basis. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave.

Employees shall be granted up to ten (10) paid absence leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Human Resources on a case by case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave

Section 5. Injury on Duty: Upon the request of a principal who is absent from duty as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation benefits received by the principal, pursuant to the Worker's Compensation Act, and the principal's daily rate of pay to the extent of the principal's accumulated paid absence leave.

Section 6. Absences Because of Personal Business:

Subd. 1: In the event it is necessary for a principal to be absent from duty to conduct personal business which cannot be attended to outside of the principal's work day, said principal may be granted up to two (2) days of paid absence leave per year. In unusual circumstances, additional days may be granted at the discretion of the Superintendent. The following is a list of examples for which personal business leave will be approved by the Superintendent:

1. Real estate closing,
2. Urgent legal matters,
3. Settlement of a relative's estate,
4. Observance of a religious holiday,
5. Attendance at the wedding of a member of the principal's immediate family,
6. Care of a member of the principal's immediate family, not living in the household of the principal, in the event of serious illness or surgery,
7. Attendance at a funeral or to serve as a pallbearer at a funeral not covered by the funeral leave provisions of this Article
8. Special examinations administered by a college or university for completion of an advanced degree, and
9. Presentation or receipt of professional award.

The following is a list of examples for which personal business leave will not be approved by the Superintendent:

1. Attendance at conventions with a spouse,
2. Social or recreational activities,
3. Interviews for employment,
4. To extend a holiday or vacation period,
5. To engage in a strike, picketing, bannering, or any other concerted activity, and
6. To engage in any activity for profit or pay.

Subd. 2. Requests for personal business leave shall be made at least 7 calendar days in advance, except in the event of an emergency and shall be subject to the approval of the Superintendent.

Section 7. Jury Duty Leave:

Subd. 1. In the event a principal is called to serve on a jury, the principal shall receive the difference between jury fees, excluding travel and meal reimbursement, and the principal's base daily salary rate of pay for each work day of absence, without deduction from the principal's accumulated paid absence leave.

Subd. 2. In the event that the time required for jury duty is 1/2 day or less and the principal is excused temporarily from further jury service on a duty day, the principal will be expected to report for regularly assigned duties.

**ARTICLE IX  
LEAVES OF ABSENCE**

Section 1. Sabbatical Leave of Absence:

Subd. 1. Requests for sabbatical leave must be made by January 1 and will be considered by the School Board on an individual basis.

Subd. 2. A principal may be granted Sabbatical Leave of Absence after 7 years as a Principal and shall be compensated at 1/2 of the principal's salary for the period of leave of absence.

A. During a Sabbatical Leave of Absence, a principal shall be eligible to participate in group insurance benefits as established by Article VII.

B. A principal's paid absence leave shall be "frozen" at the amount accumulated as of the date of the beginning of the Sabbatical Leave of Absence. As of the date of return to duty the "frozen" paid absence leave shall be reinstated to the principal's credit. Paid absence leave shall not be earned during the period of a Sabbatical Leave of Absence.

Subd. 3. A principal on a Sabbatical Leave of Absence shall deliver in person or by certified mail written notice to the Superintendent of the principal's intention to return to duty on or before March 1 prior to the school year of return. Failure to give such notice shall result in the forfeiture of the surety bond described in Subd. 5.

Subd. 4. A principal returning from a Sabbatical Leave of Absence shall be assigned to the principal's previous position or to another position in the bargaining unit for which the principal is licensed and qualified, subject to applicable provisions of Minnesota statutes and the collective bargaining agreement. If no such position exists, the principal shall be assigned to a position outside of the bargaining unit, for which he is licensed and qualified, subject to applicable Minnesota statutes and any applicable collective bargaining agreement.

Subd. 5. A principal returning from a Sabbatical Leave of Absence shall be required to remain in the employment of the School Board for two (2) full consecutive years following completion of the Sabbatical Leave of Absence. If the principal discontinues service for any reason the principal shall reimburse the School Board a pro-rata amount of the Sabbatical leave stipend and insurance premium contributions. The principal shall provide the School Board with an acceptable corporate surety bond to insure the principal's responsibility of fulfilling the Sabbatical Leave Agreement.

Section 2. Military Leave of Absence. A principal who is drafted or enlists in the military service shall be granted an unpaid Military Leave of Absence in accordance with Minnesota Statutes.

### Section 3. Unpaid Leave of Absence

Subd. 1. A principal who has been employed by the School Board for two (2) full years may request a Leave of Absence without pay.

Subd. 2. The request shall be in writing and may be granted by the School Board subject to the following conditions:

A. An Unpaid Leave of Absence, when granted, shall be for a period of time as agreed upon between the Superintendent and the principal and approved by the School Board.

B. A principal returning from an Unpaid Leave of Absence may apply for any vacant position for which the principal is qualified. The principal shall accept or refuse a vacant position which is offered within 15 calendar days. A principal who refuses an offered position or who does not respond within the 15 calendar days shall be considered to have resigned.

Subd. 3. Subject to the provisions of this Contract, and the limitations of the group insurance plans established by Article VII, a principal on an Unpaid Leave of Absence may continue to participate in the group insurance plans. A principal choosing to continue participation shall pay the entire monthly premiums of such plans effective on the date the Unpaid Leave of Absence begins.

## **ARTICLE X SENIORITY AND UNREQUESTED LEAVE**

Section 1. The School Board shall prepare and distribute to principals a seniority list on or before November 1 of each school year. Principal seniority shall be based on the employee's time of service in the principals bargaining unit. The employee's "first date of service" shall be used in determining time of service in the principals bargaining unit. Principals may not assert seniority rights to attain promotional positions.

Section 2. Tie Breaker: When two or more principals have the same seniority date, as defined in Section 1 of this Article, the ties shall be broken in accordance with the following:

- A. First date of service to the District in a licensed teaching position.
- B. File folder number (lowest number shall be listed first).

Section 3. Seniority List. A principal may challenge the correctness of the seniority list by filing a grievance as provided in Article XIII of this Agreement. In the absence of a grievance being filed within twenty (20) days from the date of distribution, the seniority list will be conclusively deemed to be correct.

## **ARTICLE XI WORK STOPPAGES**

Principals, in the event of a strike or work stoppage by any group of School Board employees, may be required to report for duty to carry out assignments as directed by the School Board.

## **ARTICLE XII GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a principal resulting from a dispute or disagreement between the principal and the School Board as to the interpretation or application of this Contract.

Section 2. Representative: The principal or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Contract 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.

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 Contract allegedly violated and the particular relief sought within 20 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 hereinafter 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 Board's designee.

Section 5. Adjustment of Grievance: The School Board or its designee and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal in the following manner:

Subd. 1. Level I: If a grievance is not resolved through informal discussions, the School Board designee shall give a written decision of the grievance to the parties involved within 10 days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting the Superintendent or designee shall issue a decision in writing to the parties involved.

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 notify the parties of its intention to review within 10 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 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 the principal and the School Board are unable to resolve a 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, and such request must be filed with the Superintendent within 10 days following the decision in 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.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may attempt to agree upon the selection of an arbitrator. Either party may request the Bureau of Mediation Services to submit a list of arbitrators pursuant to PELRA.

Subd. 4. 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.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided in the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording 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.

Subd. 7. 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 School Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.



**ARTICLE XIII  
WORK YEAR**

Section 1. Assistant Principal - Elementary:

207 duty days

11 holidays

2 floating holidays

17 vacation days

237 contract days

Section 2. Assistant Principal – Middle School:

212 duty days

11 holidays

2 floating holidays

18 vacation days

243 contract days

Section 3. Assistant Principals - Senior High:

218 duty days

11 holidays

2 floating holidays

19 vacation days

250 contract days

Section 4. Activity Director – Senior High:

218 duty days

11 holidays

2 floating holidays

19 vacation days

250 contract days

Section 5. Principal - Elementary:

- 218 duty days
- 11 holidays
- 2 floating holidays
- 19 vacation days
- 250 contract days

Section 6. Principal - Senior High, Middle School and ALC:

- 228 duty days
- 11 holidays
- 2 floating holidays
- 20 vacation days
- 261 contract days

Section 6. In the event of an emergency, the Superintendent or designee may require Principals or Assistant Principals to work non-duty days. Compensation for work specifically required on non-duty days shall be compensatory time off or additional pay, as determined by the Superintendent or designee.

Section 7. Any vacation days taken during student contact days must have the approval of the Superintendent.

Section 8. A maximum of 45 vacation days shall be carried over from school year to school year, with a maximum of 50 vacation days payout at retirement or resignation.

Section 9. Principals shall observe eleven (11) paid holidays.

- |                          |                               |
|--------------------------|-------------------------------|
| Independence Day - 1 day | Christmas - 2 days            |
| Labor Day - 1 day        | New Year's - 2 days           |
| Thanksgiving - 2 days    | Easter - 1 day                |
| Memorial Day - 1 day     | Martin Luther King Day- 1 day |

Subd. 2. In the event that a principal is assigned to work by his/her supervisor on an established holiday, the principal shall be granted an alternative holiday on a mutually agreed date during the same contract year (July 1 - June 30).

Subd. 3. If a mutual agreement cannot be reached on an alternate holiday under Subd. 2 of this Section, unused paid holidays shall be compensated at the principal's current base daily salary rate of pay.

#### **ARTICLE XIV TRANSFERS**

Section 1. Principals and Assistant Principals shall be notified by April 1 prior to the effective date of their transfers between buildings.

Section 2. In the event that a Principal or Assistant Principal believes that a building transfer is disciplinary in nature, he or she may request a hearing before a committee of the School Board. The School Board reserves the right to transfer the Principal or Assistant Principal subsequent to a hearing.

Section 3. Before recommending transfers or reassignments of principals, the Superintendent shall confer with the affected principal, to provide for an exchange of views and reasons for the recommended action.

#### **ARTICLE XV CONFERENCES, WORKSHOPS AND STAFF DEVELOPMENT**

Section 1. Conferences and Workshops: All principals will be expected to participate in local, state, and national conferences and workshops in an effort to remain updated on current trends and innovations in areas directly related to their specific position responsibilities. The School Board will reimburse principals for travel, room, board, and fees for such activities subject to the prior approval of the Superintendent.

Section 2. Staff Development: The School District will establish a Principal Professional Development Fund that will provide each principal up to \$1,500 a year for staff development, starting the 2014-2015 school year.

Section 3. Out-of-State Approvals: An Administrative Report shall be prepared by the principal and presented to the Superintendent describing intended principal participation at out-of-state conferences or workshops. The Superintendent shall forward a copy of the report to the School Board indicating approval or disapproval.

Section 4. Out-of-State Report: An Administrative Report shall be prepared by the principal and presented to the Superintendent describing the results of out-of-state conferences and workshops.

Section 5. Tuition Reimbursement: All principals are encouraged to increase their education and development in ways that will benefit them in their employee with the District. Principals may request reimbursement up to an annual maximum of \$500 per school year which has been approved in advance by their immediate supervisor. Decisions regarding tuition reimbursement will be final and binding and will not be subject to the grievance process.

## **ARTICLE XVI SEVERANCE**

Section 1. Eligibility: A Principal who is employed by the district on September 1, 2002, in a job classification as provided in Article II, Section 3, who has completed at least 15 years of continuous service with the School Board and who are at least 50 years of age, shall be eligible for a severance payment, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

Subd. 1. Leave of Absence: Time spent on approved Leaves of Absence, as provided in Article IX, Sections 1, 2, and 3 shall be included in the calculation of years of continuous service.

Subd. 2. Determination of Age: For purposes of this Article, a principal's age shall be that attained during the school year, at the end of which, the principal elects to retire. The school year shall be defined as beginning on July 1 of one year and ending on June 30 of the year following.

Subd. 3. Discharge for Cause: This Article shall not apply to any principal who has been discharged for cause by the School Board.

### Section 2. Base of Severance Payment:

Subd. 1. Payment for Years of Service: A principal, upon retirement, shall be eligible to receive a severance payment which shall be equal to 10 days of the principal's base salary rate for each full year of full-time continuous service to the School Board, not to exceed a total of the pay for 50% of the number of the principal's duty days in a year.

Subd. 2. Payment for Unused Paid Absence Leave: In addition to the payment provided in Subd. 1, a principal upon retirement, shall be eligible to receive a severance payment in an amount obtained by multiplying 50 percent of the principal's unused paid absence leave at the time of retirement, not to exceed a total of the pay for 50% of the number of the principal's duty days in a year, times the principal's base daily salary rate.

Subd. 3. Maximum Severance Payment: A principal, upon retirement, shall be eligible, subject to all the provisions of this Article, for a severance payment not to exceed \$68,000 as defined and limited by Subd. 1 and 2 of this Section.

Subd. 4. Base Daily Salary Rate: The base daily salary rate shall be determined by dividing the principal's basic Salary Schedule compensation established by this Contract, for which the principal is eligible during the last full year of service prior to retirement by the number of duty days as defined in Article XIV. Additional compensation for extra-curricular assignments, extended time assignment, summer school assignments, or any other assignments shall not be included when determining a principal's base daily salary rate.

Section 3. Payment: Subject to the limitations listed below, the School District shall contribute an amount equal to the value of the retiring principal's severance, as determined by this Article, directly into the retiree's 403B account. The retiree will not receive any direct payment from the School District for severance pay. These payments will be made one-half of the severance amount on or about July 30<sup>th</sup> and one-half of the severance amount on or about January 15<sup>th</sup>. The School District's annual contribution into the retiree's 403B account must not exceed the IRS annual contribution limit. The School District will only make contributions to accounts with investment vendors that have current hold harmless agreements on file with the School District.

Subd. 1. Deductions: Deductions shall be made from the severance payment(s) only as required by law.

Subd. 2. Beneficiary: If the principal dies after the effective date of retirement but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Section 4. Tax Deferred Employee Matching Annuity Plan: Principals may participate in a tax sheltered annuity/deferred compensation plan, pursuant to the provisions of this section.

Subd. 1. Contributions: The School District shall provide an equal match to an eligible Principal's contributions to an employee managed tax sheltered annuity/deferred compensation plan, to a maximum of \$4,000 effective January 1, 2018 and \$4500 annually effective January 1, 2019 in 24 equal installments.

Subd. 2. Deduction from Severance: Upon retirement, if an employee would be eligible for a severance payment as provided in Sections 1 through 3 of this Article, their final severance amount shall be calculated as follows;

1. Calculate severance amount based upon Section 2, Subd. 1 & 2.
2. Deduct from severance amount for previously paid District contributions to employee's 403B plan.
3. Apply maximum severance cap, Section 2, Subd. 3.

Section 5. Insurance: Principals who retire prior to qualification for Medicare, shall be eligible to continue to participate in the group health and hospitalization insurance plan established by Article VII, Section 1 of this contract.

Subd. 1. For eligible principals the School District shall pay 100% of the monthly individual health and hospitalization premium of such insurance plan in which retired principals elect to continue to participate.

Subd. 2. Retired principal's eligibility for participation on the group health and hospitalization plan as defined in this Section shall cease upon qualification for Medicare.

Section 6. Application and Reimbursement: To be eligible for the benefits of this Article a Principal must submit a written request for severance pay and the employee's written notice of intention to resign prior to February 1 of the school year at the end of which severance will take place and cooperate with the school district in the submission of any forms which may be necessary for the school district to obtain any reimbursements available from the state. Actual written resignation must be received no later than April 1. Any reimbursements obtained shall be the property of the school district.

## **ARTICLE XVII DURATION**

Section 1. Term and Reopening Negotiations: This Contract shall remain in full force and effect for a period commencing on July 1, 2017, unless provided otherwise herein, through June 30, 2019. If either party desires to modify or terminate this Contract commencing on July 1, 2017, it shall give written notice of such intent no later than April 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 calendar days prior to the expiration of this Contract.

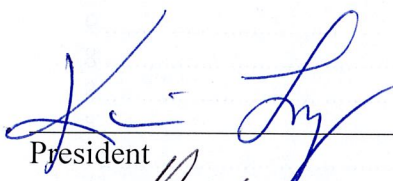
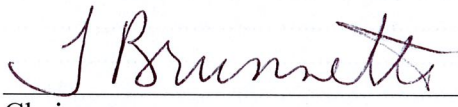
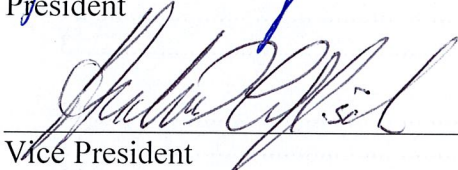
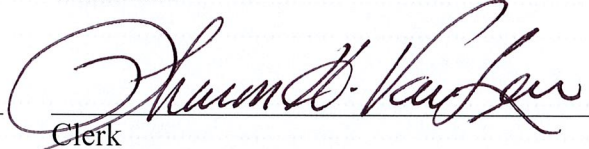
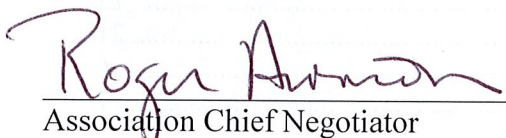
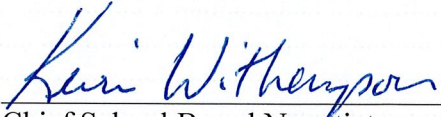
Section 2. Effect: This Contract constitutes the full and complete agreement between the School Board and the Association as the exclusive representative of building principals. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, practices, School Board policies, and rules and regulations concerning the terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Contract, shall not be open for negotiations during the term of the Contract, provided, the School Board and the Association may mutually agree to amend the Contract during its term.

Section 4. Individual Contracts: Individual contracts issued by the School Board and executed by an individual principal shall be subject to and consistent with this Contract. In the event of a conflict between the individual principal contract and this Contract, the provisions of this Contract shall be controlling.

Section 5. Severability: The provisions of this Contract shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Contract as follows:  
FOR SOUTH WASHINGTON COUNTY PRINCIPAL'S ASSOCIATION:      FOR SOUTH WASHINGTON COUNTY SCHOOLS INDEPENDENT SCHOOL DISTRICT #833:

 _____ President	 _____ Chairman
 _____ Vice President	 _____ Clerk
 _____ Association Chief Negotiator	 _____ Chief School Board Negotiator

Dated this 26 day of April, 2018      Dated this 26 day of April, 2018

Conferences and Workshops .....	19
Contract Days .....	17, 18
Doctorate Stipend .....	7
Dues .....	5
Duty Days .....	17, 18
Grievance Procedure .....	14
Holidays .....	17, 18
Insurance	
Dental .....	9
Health .....	8
Life .....	8
Long Term Disability .....	8
Retiree .....	21
Job Classifications .....	3
Leaves Of Absence	
Military Leave .....	13
Sabbatical Leave .....	12
Unpaid Leave .....	13
Matching Annuity Plan .....	21
Meet and Confer .....	6
Mileage .....	7
Paid Absence Leave	
Accumulation .....	9
Bereavement or Funeral Leave .....	10
Employee Illness, Injury or Temporary Disability .....	9
Family Illness or Injury .....	10
Injury On Duty .....	11
Jury Duty .....	12
Personal Business .....	11
Professional Dues .....	7
Salary Schedule	
Initial Placement .....	4
Seniority	
Seniority List .....	14
Tie Breaker .....	14
Severance	
Base Of Severance Payment .....	20
Deduction From Severance .....	21
Eligibility .....	20
Payment .....	21
Transfers .....	19
Vacation Days .....	17, 18
Work Year	
Assistant Principal - Elementary .....	17
Assistant Principal - Middle School .....	17
Assistant Principal - Senior High .....	17
Activity Director - Senior High .....	17
Principal - Elementary .....	18
Principal - Senior High, Middle School and ALC .....	18