

Master Agreement

between

Independent School District No. 883
Rockford, Minnesota

and the

Rockford Public Schools Principals' Association

July 1, 2020, through June 30, 2022

Rockford, Minnesota

Rockford Public Schools Principals' Association20

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ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 883, Rockford, Minnesota, hereinafter referred to as the District or School District, and the Rockford Public Schools Principals' Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals for the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes Rockford Public Schools Principals' Association as the exclusive representative of principals employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all principals of the School District as defined in this Agreement and in PELRA.

ARTICLE III DEFINITIONS

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

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

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

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

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

Section 2. School Board Responsibilities: The exclusive representative 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 being to provide educational opportunities for the students of the School District.

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

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

ARTICLE V PRINCIPAL RIGHTS

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

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

Section 3. Personnel Files: Pursuant to M.S. 122A.40, all evaluations and files relating to individual principals shall be available during regular School District business hours to the particular principal upon his/her written request. The principal shall have the right to reproduce any of the contents of his/her file at the principal's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

ARTICLE VI COMPENSATION

Section 1. Salary Schedule: The salaries reflected in Schedule A attached hereto shall be part of the Agreement for the 2020-21 and 2021-22 school years.

Section 2. Doctorate Pay: Beginning with the 2016-17 school year, \$2,000.00 will be added to the salary for a principal who has earned their doctorate by the beginning of the contract year.

Section 3. Pay Deduction: Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence. "Annual salary" shall include a principal's basic salary and pay for additional/extended assignments if any.

ARTICLE VII DEFERRED COMPENSATION MATCHING CONTRIBUTION PLAN

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

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Principals: Full-time principals shall be eligible for an annual School District matching contribution of \$2,000 per contract year, on a dollar for dollar basis.

Subd. 2. Part-time Principals: Eligible part-time principals shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Subd. 3. Year of Principalship Service: For purposes of this section, a year of principalship service in the School District means working as a principal on at least 215 days in a single school year.

Section 3. Vendors: Participation in the benefits of this article is limited only to principals who select one (1) of the vendors as outlined in the Rockford Area Schools Employee Handbook.

Section 4. Payment: The principal's contribution shall be made by payroll deduction.

Section 5. Unpaid Leave: A principal on unpaid leave may not participate in the provisions of this article.

Section 6. Deduction for Severance Pay: In the event a principal is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance/retirement payment at the time of the principal's retirement.

Section 7. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law. Annual contributions are limited by both Federal and State laws pursuant to M.S. 123B.02, Subd. 15. and Section 403(b) of the Internal Revenue Code.

Subd. 1. It shall be the Principal's responsibility to ensure that his/her matching plan is in compliance with all provisions of state and federal laws and regulations. Maximum contributions established in law or regulation shall not be exceeded. In the event this plan is determined to be non-qualified in accordance

with any laws or IRS rules applicable to 457/403(b) plans, the plan shall terminate. During the next round of negotiations, the parties shall negotiate to correct the plan or find alternative plans allowed by law.

Subd. 2. The District's only obligation under this agreement is to contribute an amount to the appropriate deferred compensation or tax-deferred service provider. The District has no additional responsibility regarding the security of or financial loss resulting from these or subsequent investments. The Principal's Association and its members shall hold the District harmless in the event of any financial, legal or other difficulties encountered in the administration of this program. All concerns relating to the administration of these contributed funds shall be strictly a matter between the Principal and the service provider.

ARTICLE VIII GROUP INSURANCE

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

Section 2. Selection of School District's Group Health and Hospitalization Plan: The parties agree no principal shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. High Deductible Health and Hospitalization Insurance: The School District shall contribute the premium cost for a high deductible major medical and hospitalization insurance for each full-time principal employed by the School District who qualifies for and is enrolled in single coverage or dependent coverage in the School District's group high deductible health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 4. Health Savings Account: On January 1 of each year, the IRS allowable rate will be deposited into the principal's health care savings account to the extent available after first funding the premiums for their high deductible health care plan for the calendar year.

Section 5. Contribution Limit: The contribution limit for the totals of section 2,3 and 4 above will not exceed \$22,400 for 2020-21 and 2021-22.

Section 6. Long Term Disability Insurance: The board shall contribute 100% of the premium for long term disability insurance for each principal employed by the district who qualifies for and is enrolled in the School District long term disability insurance program. It is agreed and understood that said long term disability insurance shall provide combined monetary benefits to each principal eligible to receive such benefits of at least, but not limited to, 66% of the principal's normal salary.

Section 7. Term Life Insurance: The board shall contribute 100% of the premium towards a group term life insurance program with coverage of \$250,000 per principal, \$5,000 on the spouse, and \$2,000 on each child who qualifies for and is enrolled in the School District group life insurance program.

Section 8. Dental Insurance: The School District shall contribute a sum not to exceed \$41 per month toward the premium for dental insurance for each full-time principal employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the program shall be borne by the employee and paid by payroll deduction.

Section 9. Claims Against the School District: The School District's only obligation is to purchase an

insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Duration of Insurance Contributions: A principal is eligible for School District contributions as provided in this article as long as the principal is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 11. Eligibility: Principals who are employed full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District. In the event the ACA is repealed, the language in this section shall no longer be valid and shall be replaced by the language in Section 11.1 below.

Section 11.1. Eligibility: Full benefits provided in this article are designed for principals who are employed as principals an average of at least thirty-seven and one-half (37.5) hours* per week. Principals who are employed as principals an average of at least thirty (30) hours* per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE IX OTHER BENEFITS

Section 1. Professional Membership: The School District will pay dues for the principal's membership in one (1) appropriate state professional organization and affiliated national organization.

Section 2. Personal Motor Vehicle:

Subd. 1. Availability: Principals are required to have their personal motor vehicle at the building to which they are assigned, on the days in which they are present at their assigned building carrying out the duties of the principal. The only exceptions to this requirement would be whenever the vehicle would be serviced, down for repair, or for personal emergency.

Subd. 2. Reimbursement: Reimbursement for approved travel by private automobile is based upon the current I.R.S. rate per mile. Claim forms are available in all offices and the completed forms are to be submitted to your immediate supervisor.

Section 3. Court Days: Principals shall receive pay for days they are required to be in court for school related cases.

Section 4. Professional Conference, Convention and Meetings: The Board shall pre-pay commercial transportation fees. Upon application of the principal, the board shall reimburse for other expenses incurred relevant to the professional conference, convention or meeting. Other incurred expenses will include transfers, meals, registration, etc. The district will allow for principals to attend, on a rotating basis, national conferences, seminars, or other sessions based on approval of the superintendent. The district will allow principals to attend training programs, seminars or conferences based on approval of the superintendent.

Section 5. Professional Development: The board shall allocate an aggregate sum not to exceed \$520 to cover the costs of tuition, texts and supplies at an institution of the principal's choice in pursuit of professional improvement. Principals may also use this money to purchase administrative supplies for professional improvement.

Section 6. Cell Phone Allowance: Beginning with the 2016-17 school year, \$600.00 will be paid to each principal as a cell phone allowance annually. Payment to be made by June 30 of each year.

Section 7. Supervision Pay: \$1,500 shall be paid each year to compensate the principal for supervisory activities determined by the Activities Director for athletic events and by the principal themselves for regularly scheduled events in their buildings that require supervision (such as plays and concerts). Payment to be made by June 30 of each year.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: A full-time principal shall earn eighteen (18) days of sick leave each year of employment as a principal by the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one-hundred twenty (120) days of sick leave per principal.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a principal's absence is found to have been due to the principal's illness and/or disability that prevented his/her attendance at school and performance of duties on that day or days. Also, a principal may use his/her accumulated sick leave for family members, pursuant to M.S. 181.9413, and the School District will limit such use of sick leave as provided in the statute.

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

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

Subd. 6. Approval: Sick leave pay may be approved only upon the principal's submission of a signed physical or electronic request and electronic submission for sick leave.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, a principal injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement Leave: With the physical or electronic documentation of approval by the Superintendent, accumulated sick leave up to the maximum of five (5) days of leave may be allowed, the days to be deducted from sick leave, for death in a full-time principal's immediate family. "Immediate family" is defined as the principal's spouse, child, parent, sibling, grandparents, in-laws, grandchildren, or other relative who was living in the same household as the principal. One day of sick leave may be used to attend a funeral

of a relative or friend not defined as immediate family.

Section 4. Child Care Leave:

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

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

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

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

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

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

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

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

Section 5. General Leave of Absence:

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

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

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

Section 6. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 7. Jury Service: A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., principals shall have a right to a leave of absence for health reasons. A continuing contract principal who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation, shall, upon request be granted a medical leave of absence without pay, up to one year. The School District may, in its discretion, renew such a leave.

Subd. 1. Doctor's Statement: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the principal is expected to be able to resume normal contractual duties.

Section 10. Insurance Application: A principal on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the principal is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the principal must pay the entire premium to the School District for any insurance retained.

Section 11. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time the leave began. No credit shall accrue for the period of time that a principal was on unpaid leave.

Section 12. Eligibility: Full leave benefits provided in this article shall apply only to principals who are employed as principals an average of at least thirty-seven and one-half (37.5) hours per week. Principals who are employed as principals an average of at least twenty (20) hours per week shall be eligible for partial benefits proportional to the extent of their employment.

Section 13. Absence for Professional Responsibilities:

Subd. 1. Application: Principals who are selected or elected to serve on Regional and/or State, or National professional association committees, boards, or as officers, may be granted the necessary time to perform these duties without loss of pay, provided the superintendent is notified at least one (1) week in advance of any contemplated absence from the School District for each purpose. The superintendent shall have the authority to approve or disapprove the necessary time off to the maximum of seven days per year.

Section 14. Personal Leave: At the beginning of each school year each principal shall be credited with five (5) days to be used for the principal's personal business. The superintendent must agree before more than two successive days can be taken. At the end of the school year, the principal may submit for pay for up to 2 unused personal days at the rate of \$420.00 per day

ARTICLE XI DUTY YEAR

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

Section 2. Duty Year: The duty year for principals shall be 215 days.

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

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

Section 5. School Closings: In the event a duty day(s) is lost for any reason, the principal shall perform duties on such other day(s) in lieu thereof as the School Board shall determine. In the event that principal duty days are not rescheduled, the principal's compensation shall be reduced in the amount of 1/215 of the principal's basic salary, unless the principal is on a paid leave of absence.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Definitions:

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

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

Subd. 3. Days: Any reference to the word "days" regarding time periods in this procedure shall refer to working days. The term "working day" is defined as all week days not designated as holidays by state law.

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

Section 3. Interpretations:

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

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

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

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

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

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after hearing the grievance, the School Board shall issue its written decision to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

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

Section 7. Grievance Mediation: In the event that the grievant and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant or the School District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

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

Subd. 3. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 4. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 5. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each

party shall bear its own costs related to representation during the mediation process.

Subd. 6. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 8. Arbitration Procedures: In the event that the grievant and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing and signed by the grievant. Such request must be filed in the office of the Superintendent within ten (10) days following denial of the grievance at Level II or completion of the grievance mediation procedure.

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

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

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

Subd. 5. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance that has not been submitted to

arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, that shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the principal shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII PROGRESSIVE DISCIPLINE

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

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

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

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

Section 5. Removal from Duty – Investigation: This article shall not apply to a principal who is removed from duty on paid suspension pending investigation of allegations or to a principal charged with a felony who is removed from duty on unpaid suspension pursuant to M.S. 122A.40, Subd. 13.

ARTICLE XIV
UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

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

Section 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

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

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

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

Section 3. ULA:

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

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

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

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

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

Subd. 6. Years of Service: Any principal placed on such leave may engage in administrative work or

any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

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

Section 5. Reinstatement:

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

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

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

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

Section 6. Establishment of Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list (by name, date of employment, qualification, position, and grade level assignment) to be prepared from its records. This list shall be posted in an official place in each school building of the School District by January 20th.

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

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

Section 7. Filing of Licenses: In any year that a reduction of principal positions is occurring and the School

Board is placing principals on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

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

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

ARTICLE XV PUBLIC OBLIGATION

Section 1. Mutual Recognition: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. Terms: The principals covered by this Agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves to be on duty for the purpose of carrying out school board policy and ensuring the safety of personnel and property. In no event will the compensation for principals be halted or suspended due to strikes or work stoppages of other district employees.

Section 3. No Work Stoppage: The Exclusive Representative agree, therefore that during the term of this contract, neither the Exclusive Representative nor any individual employee shall engage in any strike or unfair labor practice as defined by the PELRA. The parties agree that procedures affecting this Article are provided for by the PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XVI DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2022, and thereafter as provided by PELRA. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor Agreement is ratified. At that time, all pay and benefits will be made retroactive to July 1st of the year in which the contract is in effect. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent pursuant to PELRA no later than May 1, 2022, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies,

COMPENSATION SCHEDULE

This agreement lists annual salaries of the Rockford Public Schools Principals' Association for the 2020-2021 and 2021-2022 school years.

	<u>2020-21 (Retro Pay)</u>	<u>2021-2022</u>
Elementary Principal	\$114,950	\$117,250
Middle School Principal	\$114,950	\$117,250
High School Principal	\$114,950	\$117,250
Principal on Special Assignment	\$110,000	\$111,000

Quality Compensation Pay: The district would pay the following stipends upon successful completion of the goals set forth and approved by the Superintendent annually for the 2020-21 and 2021-22 years:

	<u>Not Accomplished</u>	<u>Partially Accomplished</u>	<u>Fully Accomplished</u>
Goal 1	0	\$500	\$1000
Goal 2	0	\$500	\$1000
Goal 3	0	\$500	\$1000
Goal 4	0	\$500	\$1000

Career Increment Pay: After completing year 6-11, \$1,000 will be added to the qualifying principal's annual salary. After completing year 12-17, \$2,000 will be added to the qualifying principal's annual salary. After completing year 18 and above, \$3,000 will be added to the qualifying principal's annual salary. This amount will be payable on June 30 of each school year.

The School Board reserves the right to hire all new principals at a negotiated salary.

rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

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

For Rockford Public Schools Principals' Association
Name of organizational representative Association

[Signature]
President

[Signature]
Secretary

Dated this 23 day of June, 2021.

For the School District

[Signature]
School Board Chair

[Signature]
School Board Clerk

Dated this 21st day of June, 2021.

Elin Rankin 6/21/2021