

**INDEPENDENT SCHOOL DISTRICT NO. 2899
Plainview, Minnesota**

And

**PLAINVIEW-ELGIN-MILLVILLE PRINCIPAL'S
ASSOCIATION**

EFFECTIVE:
July 1, 2012
through
June 30, 2014

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**PRINCIPALS MASTER AGREEMENT
2012-2014**

**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between Independent School District No. 2899, Plainview-Elgin-Millville, Minnesota, hereinafter referred to as the District or School District, and the PEM Principals Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the School District recognizes PEM 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 the principals of the District as defined in this Agreement and in said Act.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired principals or severance pay, and the District's personnel policies affecting the working conditions of the principals. In the case of 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 term, "principal," shall include all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the State of Minnesota as a principal or assistant principal and who devote more than 50% of their time to administrative and supervisory duties, excluding the following: Superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or 35% of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty seven (67) working days in any calendar year, emergency employees, and all other employees.

Section 3. 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. Principal: Reference to "principal" in this Agreement shall mean principals and assistant principals except in those cases where there is a clear distinction between the two positions. Reference to "employee" in this Agreement shall mean a member of the appropriate unit.

Section 5. 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 Policy: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management 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 Laws, Rules and Regulations: The exclusive representative recognizes that all principals covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The 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 management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated 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 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.

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. Request for Dues Checkoff: The exclusive representative shall be allowed dues checkoff for its members, provided that dues checkoff and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff pursuant to PELRA. Upon receipt of a properly executed authorization card of the principal involved, the School District will deduct from the principal's paycheck the dues that the principal has agreed to pay to the principal organization in 9 equal installments, beginning with the first pay period in September.

Section 4. Fair Share Fee: In accordance with PELRA, any principal included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive

representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any principal shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

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

A challenge by a principal or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the principal and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

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

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files generated relating to an individual principal shall be available during regular District business hours to that principal upon his/her written request. The principal shall have the right to reproduce any of the contents of the files at the principal's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

Section 6. Transfer and Discontinuance of Position: It is agreed that each administrator within the District shall acquire tenure status upon successfully completing the probationary period as set forth in laws pertaining to the Minnesota Continuing Contract. With regard to reassignment placement or unrequested leave, and reinstatement, the provisions of M.S. 125.12 sub. 6 (b) shall apply.

ARTICLE VI

PROFESSIONAL RESPONSIBILITIES OF ADMINISTRATORS

It shall be the responsibility of all administrators covered by this agreement to discharge their responsibilities to the Board and the faculty and students of the school system according to the job specifications for each administrative position, and in a manner which exemplifies the fullest professional concern for the clientele and educational program of the school district.

It shall be the responsibility of all administrators to be informed on school district affairs so that the Board shall have the benefit of professional recommendations concerning the

decisions that must be made. To this end, the Board shall keep the administrators informed by supplying them with financial reports indicating budget, expenditure, and encumbrance status of their area of responsibility and the total district, agendas and minutes of board meetings and special reports.

The Board shall expect the administrators to make recommendations concerning policies, implementary decisions and problem areas, and shall meet with administrators to secure these recommendations on a regularly scheduled basis.

The Board shall expect the administrators to be up-to-date on the knowledge and technology of the profession. To facilitate this, the Board:

- a. Will provide memberships and pay dues in the appropriate state and national professional organizations for each member.
- b. may provide Professional Improvement Leave as follows:
 - Subd. 1. A proposed program of study may be interpreted to include work experience, travel, or other planned experiences primarily for persons at the M.A. level or beyond.
 - Subd. 2. Professional Improvement Leave may be granted for up to two years for any administrators who has served the District for a minimum of four (4) years. Any administrator may receive up to 75% of that administrator's active service salary. To be eligible for a Professional Improvement Leave, for a period of a minimum of two years for every year of the leave. If the administrator fails to return to the District at the expiration of the leave, all salaries paid during the leave shall become due and payable to the District. On a two year leave if the administrator returns to the district one year, 75% is payable; two years, 50%; three years 25% is payable. On a one year leave 50% is payable if the administrator returns to the district only one year.
 - Subd. 3. Tenure and status of the administrator on Professional Improvement Leave shall not be impaired. The salary of the administrator during the period shall be paid according to that administrator's pay schedule and full retirement contributions shall be deducted. The board shall maintain all fringe benefits for the administrator during the leave.
 - Subd. 4. No more than one member of the unit shall be entitled to leave during any school year. Any administrator desiring Professional Improvement Leave must submit a written request to the superintendent prior to April 1 of the school year prior to the year for which the leave is desired. The request shall specify the reason for which leave is requested and give specific plans and endeavors. Approval shall be determined by the school board.
 - Subd. 5. An administrator returning from Professional Improvement Leave shall be given the same consideration for returning to the position of his/her last assignment as if that administrator had remained on active duty. It shall be assumed that the returning administrator wishes to return to the same assignment unless the administrator contacts the superintendent prior to April 1 of the year of return.
- c. The Board agrees to provide upon application the necessary funds for administrators who desire to attend select professional conferences. Travel, meals, lodging, registration fees, and miscellaneous expenses shall be deemed appropriate expenses of the board. An administrator attending such conference and meetings shall be

granted sufficient leave time to attend without loss of compensation. As a minimum, each administrator may be entitled to attend one (1) state professional conference of his/her choice each year and one national conference of his/her choice each year.

- d. Administrators who are selected 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 week in advance of any contemplated absence from the school district for each purpose. The superintendent shall have the authority to approve the necessary time off.
- e. The Board shall allocate a sum not to exceed \$400 to cover the costs of tuition, texts and supplies at any institution of the administrator's choice in pursuance of professional improvement.

**ARTICLE VII
COMPENSATION**

Section 1. Annual Salary

The yearly compensation for principals is as follows:

	<u>2012-13</u>	<u>2013-14</u>
Jake Donze	\$84,000	\$88,500
Clark Olstad	\$94,000	\$97,000
Bill Ihrke	\$92,000	\$95,000

Section 2. Administrative Travel

It shall be necessary for administrators to travel on occasion either to attend the meetings described above or to conduct school district business. Reimbursement will be made by the school district for such travel as follows:

- a. Automobile travel – to pay federal reimbursement rate for use of private vehicle for authorized school travel.
- b. Reasonable cost of meals, hotel and registration (including tips)
- c. Commercial transportation, when used, at actual cost.

**ARTICLE VIII
EARLY RETIREMENT/403B MATCH PLAN**

Section 1. Principals who have completed at least 15 years of service with this school district who are at least 55 years of age shall be eligible for early retirement pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the school board.

Section 2. The fifteen years used to determine benefits under sec. 5 shall be the years of full-time or closest to full time service during the years of employment in the district (#806, #810, and #2899).

Section 3. Eligible principals, upon early retirement, shall receive retirement pay based upon no more than 115 days of the principal's accumulated sick leave, subject to the provisions of this agreement.

Section 4. In applying these provisions, a principal's daily rate of pay shall be the basic daily rate of a full-time equivalent position at the time of retirement, as provided in the salary schedule for the basic school year, and shall not include any

additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Section 5. Special Pay Plan. This plan allows any severance pay or pay for unused accumulated vacation/sick leave provided in the contract to be placed into a into a tax preferred retirement savings vehicle of the principal's choice (either a 403(b), 457 or a 401(a) plan) to the extent permitted by statutory limits on contributions, with any excess amounts payable to the principal in cash. The school board agrees to adopt a 401a Special Pay Plan for principals during the term of this contract.

Section 6. District Match 403b Deferred Annuity.

Subd. 1. Principals employed by the district shall be eligible to participate in a 403b matching contribution plan as allowed by Minnesota statute. The district shall contribute annually an amount equal to the amount contributed by the employee up to and not exceeding **\$3,750**. Since payroll will be processed two times a month, the TSA match from the employer and employee will be in equal amounts for each payroll.

Subd. 2. The eligible principal shall notify the school district in writing no later than July 31 each year of their intention to participate in this 403b annuity matching contribution plan for the following year and the amount of their contribution. Such participation shall continue from year to year at the specified amount unless the principal notifies the school district to the contrary.

Subd. 3. The principal and district matching 403b contributions must go to one of the eligible product providers, and the principal reserves the right to contract with the provider of their choice. The principal reserves the right to review his/her plan annually and make changes, if needed.

Subd. 4. The district shall, however, subtract any amount paid to the 403b matching contribution plan from the amount an employee would be eligible for under the early retirement plan.

ARTICLE IX GROUP INSURANCE

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

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

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

Section 4. Dental Health Insurance: The school board shall contribute the full single premium for each principal employed by the school district who is covered by the provisions of the contract and who elects this coverage, to be applied on a single or family dental health plan

Section 5. Life Insurance: The School Board shall contribute 100% per year per administrator toward a term like insurance policy or policies totaling \$65,000 (sixty-five thousand dollars) as selected by the Board.

Section 6. Income Protection Insurance: The school board shall contribute 100% toward the premium payment for group income protection insurance for all principals employed half time or more for the 2010-2012 school years. The school board shall select the income protection insurance plan. The elimination period of this plan shall not exceed 90 consecutive calendar days

Section 7. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and an insurance carrier shall make no claim against the School District as a result of a denial of insurance benefits.

Section 8. Duration of Insurance Contribution: A principal is eligible for School District contribution as provided in this article as long as the principal is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contribution shall cease except that a principal who has completed a full year shall be eligible for twelve (12) months of contribution.

Section 9. Insurance Benefits for Early Retirement: The School Board shall extend the insurance provisions of this Agreement to any member of this unit who desires early retirement. The School Board shall contribute the same benefits as provided in current health and hospital coverage. In no event shall the provisions of this article be accorded to any member prior to reaching age fifty-five (55). Benefits cease upon eligibility for Medicare.

Section 10. Eligibility: Full benefits provided in this article are designed for full-time principals as described in ARTICLE IX hereof. Part-time principals who are employed an average of at least thirty (30) hours per week and one hundred fifty (150) days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time principals employed less than an average of thirty (30) hours per week or less than one hundred fifty (150) days in a school year shall not be eligible for any benefits pursuant to this article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: A full-time principal shall earn sick leave at the rate of 16 days for each year of service in the employ of 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 200 days of sick leave per principal.

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

Subd. 4. Medical Certificate: The School District may require a principal to furnish a medical certificate from a qualified physician as evidence of any illness pursuant to this section, indicating such absence was due to illness, 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 accrued sick leave days earned by the principal.

Subd. 6. Approval: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the District office.

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. 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 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 intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A pregnant principal will provide, at the time of the leave application, a statement from her 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 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: principal returning from child care leave shall be reemployed in a position for which licensed unless previously discharged or placed on unrequested leave.

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

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

Section 4. Family Care Leave: At the beginning of every school year, each principal shall be credited with six(6) days with no accumulation from year to year. These days are to be used to attend to the illness or emergencies occurring within the principal's immediate family or guardianship. The days used for family care leave will be deducted from the principal's sick leave. A principal planning to use family care leave shall notify the superintendent before taking leave and shall file a written statement upon return from the leave stating the appropriate reasons for the leave.

Section 5. General Leaves of Absence:

Subd. 1. Application: Principals with a minimum of three (3) years of experience in the School District may apply in writing for an unpaid leave of absence subject to the provisions

of this section. The granting of such leave shall be at the sole discretion of the School District.

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

Subd. 3. Notification: A principal on such leave shall notify the School District in writing no later than April 1 of the principal's intention to return at the conclusion of the leave or request an extension of the leave. The granting of an extension shall be at the sole discretion of the School District. The School District may also, at its sole discretion, waive the April 1 notice date if the School District determines there are special circumstances involved.

Section 6. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 2601 et. seq., an eligible principal shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of a principal's spouse, child or parent, and
- (4) the principal's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible principal, during such a leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contribution, a principal must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Paid Leave Under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude a principal from utilizing paid leave otherwise provided in this Agreement, provided the principal qualifies for the paid leave; i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The principal will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The principal shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

Section 7. Bereavement: Up to three (3) days of leave shall be allowed, the days to be deducted from sick leave, for bereavement. An additional two (2) days of leave shall be allowed, the days to be deducted from sick leave, for death in the full-time principal's immediate family. The specific amount of leave allowed is subject to the discretion of the Superintendent depending on the circumstances. "Immediate family" is defined as the principal's spouse, child, parent, brother, sister, or other relative living in the same household as the principal.

Section 8. Personal Leave: At the beginning of the school year, each principal shall be credited with 5 days personal leave with no accumulation from year to year, which may be taken in units of one or more hours. These 5 days shall be allocated as follows:

- a. Two days of personal leave as requested by the principal. The superintendent may deny the scheduling of these days only when the superintendent determines that school operation will be adversely affected. A denial by the superintendent shall not be grievable or if approved no past practice shall be established.
- b. The additional 3 days may be taken for personal business situations that arise requiring the principal's personal attention, which the principal is unable to attend to when school is in session. The superintendent shall determine approval.

Section 9. Jury Service: The court to discharge this responsibility without any salary deduction or loss of basic leave allowance shall grant a principal who serves on jury duty the day or days necessary as stipulated. The compensation received for jury duty service shall be remitted to the School District.

Section 10. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 11. Medical Leave:

Subd. 1. Eligibility: A tenured principal who is unable to fulfill his/her duties as a principal 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 written 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. 2. Request: 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 assume normal responsibilities.

Section 12. 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 Section 5. of this article. In the event the principal is on paid leave from the School District under Section 1. of this article or supplemented by sick leave pursuant to Section 2. of this article, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the principal must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 13. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits, which had accrued at the time the leave, began. No credit shall accrue for the period of time that a principal was on unpaid leave.

Section 14. Eligibility: Full leave benefits provided in this Article shall apply only to full-time principals as described in ARTICLE IX hereof. Part-time principals who are employed an average of at least twenty (20) hours per week and one hundred fifty (150) days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time principals employed less than an average of twenty (20) hours per week or less than one hundred fifty (150) days in a school year shall not be eligible for any benefits pursuant to this article.

ARTICLE XI
PROTECTION

Section 1. Administrators shall report to the Superintendent's office in writing all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

Section 2. If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her employment, the School Board shall furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance. In the absence of such request, the administrator(s) involved will cooperate with the School Board in such related action as may be required to protect the District.

Section 3. If an administrator, while acting in a legal manner as an administrator in the District, is complained against or sued, the School Board will provide legal counsel and render all necessary assistance to the administrator in his defense. It shall be the responsibility of the administrator to bring any such complaints to the attention of the School Board in writing. Reimbursement for legal expense, incurred before the School Board is so noticed, shall be at the discretion of the School Board.

Section 4. Time lost by an administrator in connection with an incident mentioned in Section 1 and Section 3 of this article shall not be charged against the administrator.

Section 5. The School Board shall reimburse administrator for any loss, damage or destruction of clothing or personal property of the administrator while acting in a legal manner as an administrator. Expense incurred for medical, surgical and hospital care in excess of those covered by hospitalization and/or other insurance will be the responsibility of the School Board. Each administrator agrees to carry personal comprehensive personal property insurance at his own expense.

Section 6. Although administrators may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the administrator.

ARTICLE XII
DUTY YEAR

Section 1. Duty Days:

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

Subd. 2. Duty Year: The duty year for principals shall be from Aug 1 through June 30. The duty year will consist of 220 days.

Section 2. Scheduling of Duty Days: The duty day schedule for principals shall be subject to the approval of the School District.

Section 3. School Closings: In the event a duty day is lost for any reason, the principal shall perform duties on such other day in lieu thereof as the School Board or its designated representative shall determine.

ARTICLE XIII
GRIEVANCE PROCEDURE

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

Section 2. Representative: Any person or agent designated by such party to act in the party's behalf may represent the principal, administrator, or School Board during any step of the procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written 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 weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: 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 thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the School District's designee.

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

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

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

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within ten (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 that the principal and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after 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 herein shall constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear all witnesses upon oath.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of

employment as defined 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 District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligation of the School District 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 herein, 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 XIV PROGRESSIVE DISCIPLINE

Section 1. Progressive Discipline: The School District recognizes the concept of progressive discipline consisting of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the principal and his/her supervisor shall be held prior to the imposition of a written reprimand, suspension without pay, 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 Minn. Stat. §122A.40, Subd. 19. A principal shall be suspended without pay only for just cause and such action shall be subject to the grievance procedure. A principal who is the subject of a discharge shall be governed by Minn. Stat. § 122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Only the Superintendent or designee shall impose Suspension without pay. If a suspension without pay is to be considered pursuant to Section 2. hereof, the principal shall be afforded an opportunity to meet with the Superintendent or his/her designee. The principal may elect to have representation in attendance at any such meeting.

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

surrounding the action.

Section 5. Removal from Duty - Investigation: Nothing in this article shall apply to a principal who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension and which shall not be subject to the grievance procedure.

ARTICLE XV PUBLIC OBLIGATION

Section 1. 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. Strike: The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual principal shall engage in any strike. For purposes of this section, the term, "strike," shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

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 execution through June 30, 2014, and thereafter pursuant to 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 executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2014, it shall give written notice of such intent no later than May 1, 2014, 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 herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

For PEM Principals

For the #2899 School District

President

Chairperson

Secretary

Clerk

Dated this _____ day of _____, 20____.

Dated this _____ day of _____, 20____.