



PRINCIPAL CONTRACT

2017 - 2019



Ratified: October 9, 2017

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 700

AND

PRINCIPALS' UNIT

2017 - 2019

Contents

Ratified: October 9, 2017	0
ARTICLE I.....	5
PURPOSE	5
ARTICLE II.....	5
THE DISTRICT AND THE ASSOCIATION	5
ARTICLE III.....	5
PROFESSIONAL RESPONSIBILITIES OF EMPLOYEES.....	5
ARTICLE IV	6
RIGHTS AND OBLIGATIONS OF SCHOOL DISTRICT	6
SCHOOL DISTRICT MANAGERIAL RIGHTS:	6
SCHOOL DISTRICT OBLIGATION TO MEET AND NEGOTIATE:	6
SCHOOL DISTRICT OBLIGATION TO MEET AND CONFER:.....	6
ARBITRATION:	6
ARBITRATION EXPENSES:	6
SCHOOL DISTRICT RESPONSIBILITIES:	6
EFFECT OF LAWS, RULES AND REGULATIONS:	6
PERSONNEL FILES:	7
RESERVATION OF MANAGERIAL RIGHTS:.....	7
ARTICLE V	7
DEFINITIONS	7
PRINCIPAL/EMPLOYEE:.....	7
SCHOOL DISTRICT:.....	7
TERMS AND CONDITIONS OF EMPLOYMENT:.....	7
OTHER TERMS:	7
SUPERINTENDENT:	7
WORK DAYS:.....	7
CONTRACT YEAR:.....	8
PARTIES:	8
P.E.L.R.A.:	8
ARTICLE VI	8
BASIC SCHEDULES AND RATE OF PAY	8
ARTICLE VII	8
ADDITIONAL COMPENSATION	8
ARTICLE VIII	9
MILEAGE ALLOWANCE.....	9

ARTICLE IX.....	9
INSURANCE	9
HEALTH (MEDICAL AND HOSPITALIZATION) INSURANCE:	9
DENTAL:.....	10
LIFE:.....	10
LIABILITY:.....	10
LONG TERM DISABILITY:.....	10
CLAIMS AGAINST THE SCHOOL DISTRICT:	10
ARTICLE X.....	10
LEAVES OF ABSENCE	10
A. SICK LEAVE:.....	10
B. WORKERS COMPENSATION:.....	11
C. PERSONAL LEAVE	11
D. BEREAVEMENT LEAVE:	11
E. CHILD CARE LEAVE:.....	12
F. LEGAL DUTY:.....	13
ARTICLE XI.....	13
403(b) MATCH	13
A. 403(b) MATCH	13
ARTICLE XII.....	14
WORK YEAR.....	14
ELEMENTARY PRINCIPAL:.....	14
MIDDLE SCHOOL PRINCIPAL:.....	14
HIGH SCHOOL PRINCIPAL:.....	14
ASSISTANT PRINCIPAL:	15
CURRICULUM/ASSESSMENT DIRECTOR:	15
ARTICLE XIII.....	15
STRIKES AND WORK STOPPAGES.....	15
ARTICLE XIV	15
OPEN POSITIONS.....	15
ARTICLE XV	15
GRIEVANCE PROCEDURE	15
GRIEVANCE DEFINITION:.....	15
REPRESENTATIVE:.....	16
1. EXTENSIONS:.....	16
2. DAYS:	16

3.	COMPUTATION OF TIME:	16
4.	FILING AND POSTMARK:	16
5.	TIME LIMITATION AND WAIVER:	16
6.	ADJUSTMENTS OF GRIEVANCE:	16
7.	LEVEL I.....	16
8.	LEVEL II:.....	16
9.	SCHOOL DISTRICT REVIEW:.....	17
10.	DENIAL OF GRIEVANCE:	17
11.	ARBITRATION PROCEDURES:	17
12.	REQUEST:.....	17
13.	PRIOR PROCEDURE REQUIRED:	17
14.	SELECTION OF ARBITRATOR:	17
15.	HEARING:.....	17
16.	DECISION:	17
17.	EXPENSES:.....	18
18.	JURISDICTION:	18
19.	ELECTION OF REMEDIES AND WAIVER:.....	18
ARTICLE XVI		18
DURATION AND RENEGOTIATION OF CONTRACT		18
TERMS OF REOPENING NEGOTIATIONS:		18
EFFECT:		19
FINALITY:		19
SEVERABILITY:		19

This Administrative Agreement is entered into on the 9th day of October, 2017, by School District No. 700 of Hermantown, Minnesota, hereinafter referred to as the District and the Hermantown Principals Association, hereinafter referred to as the Association.

ARTICLE I

PURPOSE

Parties: THIS AGREEMENT is entered into between Independent School District No. 700, Hermantown, Minnesota hereinafter referred to as the District or School District, and Hermantown Principals Association, hereinafter referred to as exclusive representative pursuant to and in compliance with Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for principals during the duration of this Agreement.

ARTICLE II

THE DISTRICT AND THE ASSOCIATION

The District hereby recognizes the Hermantown Principals Association as the exclusive representative for the purpose of negotiating terms and conditions of employment for all employees in the following appropriate unit, as certified by the Bureau of Mediation Services. The District agrees that it will not meet and confer or negotiate with any individual represented by the Hermantown Principals Association. The Association will be allowed the use of District facilities for meeting purposes and also the use of District equipment, provided that the Association will reimburse the School District for any cost items. Such use shall not interfere with the normal use of such facilities or equipment.

ARTICLE III

PROFESSIONAL RESPONSIBILITIES OF EMPLOYEES

It shall be the responsibility of all employees to be informed regarding District affairs so that the District shall have the benefit of professional recommendations concerning the decisions that must be made. To this end, the District shall make an effort to keep the employees informed by supplying them with appropriate reports and information.

The School District shall expect the employees to make recommendations concerning policies, implementation of decisions and problem areas and shall meet periodically (minimum of once a year) with the employees to secure these recommendations.

The School District shall expect the employees to be up-to-date regarding the knowledge and technology of the profession. To facilitate this, the School District will:

Provide memberships in the appropriate local, state, and national principals associations for each member by paying annual dues for such membership. This will include MASSP, MESPA, and ASCD.

Provide time and funds for employees to attend appropriate local, state and national meetings and workshops of their associations and of other agencies and groups. In regard to state MASSP and MESPA conferences, employees will be provided time and funds to attend either the summer or winter conference, but not both. Prior written notification shall be given to the Superintendent by a unit member when the member will be out of the District to attend a state or national meeting.

An individual employee is eligible to attend a national convention every other year. Reimbursable monies for associated costs with attendance at a national convention shall not exceed \$1,800 per year per employee. The rotation schedule of attendance at a national convention shall be determined by the Superintendent.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF SCHOOL DISTRICT

SCHOOL DISTRICT MANAGERIAL RIGHTS: A public employer 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SCHOOL DISTRICT OBLIGATION TO MEET AND NEGOTIATE: The District has an obligation to meet and negotiate in good faith with the Exclusive Representative of the public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the District or its representative to agree to a proposal or require the making of a concession.

SCHOOL DISTRICT OBLIGATION TO MEET AND CONFER: The District has the obligation to meet and confer with professional employees to discuss policies and those matters relating to their employment pursuant to P.E.L.R.A.

ARBITRATION: The District shall have the right to petition the Commissioner for arbitration under P.E.L.R.A., provided the exclusive representative or the District has first petitioned the Commissioner for Mediation Services as are available under P.E.L.R.A.

ARBITRATION EXPENSES: The fees and expenses of the arbitrator shall be shared equally by the District and the Association. The cost of a transcript or a recording of the hearing, if requested, shall be paid by the requesting party.

SCHOOL DISTRICT RESPONSIBILITIES: The laws of the State of Minnesota have vested in the School District the full authority and power to manage, control and direct the operation of the School District and to adopt, modify or repeal policies, rules and regulations for the school district. All such authority and power of the School District shall continue unimpaired, except as limited by the specific provisions of this Agreement and applicable State and Federal laws.

EFFECT OF LAWS, RULES AND REGULATIONS: All employees covered by this Agreement shall perform the administrative and extracurricular, student supervision and other services designated by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives, and orders, issued by properly designated officials of the School District,

insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

PERSONNEL FILES: Pursuant to M.S. 122A.41, Subd.15, as amended, all evaluations and files generated within the School District relating to each individual employee shall be available during regular school business hours to each individual employee upon the employee's written notice to the Superintendent. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law.

RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of District rights and duties shall not exclude other essential management rights and functions not expressly defined herein. All other management rights and functions not defined herein or by P.E.L.R.A. are reserved unto the School District.

ARTICLE V

DEFINITIONS

For the purpose of this Agreement, the words/terms below defined have the meaning given them.

PRINCIPAL/EMPLOYEE: All principals and assistant principals who are required to be and are licensed by the State of Minnesota, and who are employed for more than 14 hours per week and for more than 100 work days per year, and who allocate more than 50 percent of their time to administrative or supervisory duties in the capacity of a principal, assistant principal, or curriculum/assessment director (or a person who has an administrative license performing these duties regardless of title).

SCHOOL DISTRICT: For purposes of administering this Agreement, the term School District shall mean the School District or its representative.

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 for retired employees or severance pay and the School District personnel policies affecting the working conditions of the employees, but not educational policies of the School District. The term is subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations. All compensation (including but not limited to salary, additional compensation, insurance, and leaves) shall be prorated for principals who are part time.

OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

SUPERINTENDENT: Shall mean the Superintendent of Schools or designated representative/s.

WORK DAYS: Shall mean those days when administrators are expected to be on duty providing their contractual services. Vacations and legal holidays recognized on the school calendar are not work days.

CONTRACT YEAR: Shall mean number of work days, vacation days and legal holidays for each administrative category as set forth in this Agreement.

PARTIES: Shall mean the District and the Association.

P.E.L.R.A.: The Public Employment Labor Relations Act of 1971, as amended.

ARTICLE VI

BASIC SCHEDULES AND RATE OF PAY

Salaries shall be set at rates listed below:

	2017-2018	2018-2019
High School Principal	\$ 105,704	\$ 108,347
Middle School Principal	\$ 100,963	\$ 103,487
Elementary School Principal	\$ 99,799	\$ 102,294
Curriculum/Assessment Director	\$ 89,500	\$ 91,738

Principals who take another position within the unit will be credited the year(s) of experience for the purpose of salary placement.

If an assistant principal position is created, a salary will be negotiated between the Association and the District before posting of such a position would occur.

ARTICLE VII

ADDITIONAL COMPENSATION

Additional compensation of \$5,000 will be made to a principal who is eligible for retirement and has five years of service under the Principals' contract should one of the two following requirements be met:

The principal would not retire until the end of the school year, and a signed letter of retirement be given by the principal to the district by March 15th of that school year stating his/her intent to retire at the end of the school year. The additional compensation of \$5,000 would be made in a lump sum during one of the two pay periods in June of that school year;

OR

The principal intends to retire during the given school year, a letter of retirement would be given to the district two months prior to the intended date of retirement. The additional compensation of \$5,000 would be made in a lump sum within two pay periods of the district receiving the letter.

The district shall reimburse administrators for losses or damages to personal property which are the result of student action or vandalism. Reimbursement shall be made only for losses which are not reimbursed by any other source and in no case shall reimbursements exceed \$250 per incident or \$500 per school year (July 1-June 30). The principal shall provide appropriate proof of loss.

In an effort to promote further education amongst the principals group, a principal who enrolls in a doctoral program will receive partial reimbursement for tuition. A principal who enrolls in a doctoral program titled "Educational Leadership," "Educational Administration," or a similarly described program shall receive reimbursement from the district. Reimbursement shall be 50% of paid tuition receipts provided to the district by the principal. Receipts and proof of payment must be given to the district within 45 days of payment. Reimbursements shall be limited to \$7,500 per year (July 1-June 30) and a lifetime limit of \$30,000.

The district shall provide a monthly \$70 stipend for a principal so seek out their own cell phone plan with minutes, text messaging, and a data plan.

ARTICLE VIII

MILEAGE ALLOWANCE

In lieu of the mileage allowance, the School District shall provide \$1,200 in 2017-2018.

Beginning July 1, 2018, the District shall reimburse a principal for business use of his/her vehicle utilizing the IRS standard mileage rate allowance. The employee may use a school vehicle at the direction of the Superintendent or designee.

ARTICLE IX

INSURANCE

HEALTH (MEDICAL AND HOSPITALIZATION) INSURANCE: The School District shall provide a Principal with a medical and hospitalization plan. A Principal is able to participate in the following plans:

District HSA Health Plan:

Subd.1. District Health Contribution.

- A. HEALTH (MEDICAL AND HOSPITALIZATION) INSURANCE: The employer will provide the total premium for single principals enrolled in a district medical and hospitalization insurance plan of his/her choice. District contributions for family medical and hospitalization insurance plans based on the choice of the principal are listed below:

<u>2017-2018</u>	<u>2018-2019</u>
\$1925	\$1945

Participation in the insurance program is voluntary. Coverage shall be available from the first day of employment but shall be effective only upon enrollment of the individual principal and/or the principal's family.

A principal who has a spouse employed within the district may combine district contributions to contribute towards a family insurance plan, but the district will pay the lesser of 100% of the selected

family insurance plan premium or the combined amount of the two spouses' district insurance contributions.

In the event of the death of an active principal, the district will pay the total premium for the selected family insurance plan for the surviving spouse and/or family members for a period of twelve (12) months.

DENTAL: The district shall contribute the total monthly premium for each principal enrolled in individual employee or family coverage under an employee chosen plan provided by the district. Participation in the insurance plan is voluntary. Coverage shall be available from the first day of employment but shall be effective only upon enrollment of the individual principal and/or the principal's family.

LIFE: Group term life Insurance in the sum of \$65,000 for each employee shall be provided and paid for by the District.

LIABILITY: The School District shall include employees in the District's general liability policy as required by Minnesota Statutes in an amount of not less than \$500,000 per occurrence. The district shall also include the employees in the District's legal liability (errors and omissions) insurance policy with coverage in an amount of not less than \$500,000 per occurrence. The cost of the premiums for such insurance programs shall be borne by the School District

LONG TERM DISABILITY: The District shall provide and pay for a long-term disability program as follows: The District shall contribute the total premium necessary to provide income protection insurance for those employees who qualify for and are enrolled in the District's income protection insurance plan at 66 2/3% of gross salary to continue to age 65 after a 90-day waiting period.

CLAIMS AGAINST THE SCHOOL DISTRICT: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE X

LEAVES OF ABSENCE

A. SICK LEAVE:

1. Employees shall earn sick leave at the rate of ten (10) days for each year of service in the employment of the School District, accruing as of the beginning of the school year. Part-time employees shall accumulate sick leave in proportion to the number of days worked per week.
2. Unused sick leave days may accumulate to a maximum credit of one hundred (100) days of sick leave per employee.
3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to a personal illness, illness of a child and for critical illness in the immediate family of an employee of such nature as to require the presence of the employee. Immediate family shall be construed to include wife, husband, children,

step-children parents, parents of spouse, brothers, sisters, grandchildren, and grandparents.

4. An employee absent on sick leave more than five (5) consecutive days may be required to furnish the business office with a doctor's certificate of illness.
5. In the case of an employee with less than ten (10) years of teaching/administration in the District, a full salary deduction shall be taken for absence beyond accumulated sick leave. In the case of employees with more than ten (10) years of such teaching/ administrative experience, only the cost of obtaining a substitute employee will be deducted from the salary of the employee on sick leave with no accumulated sick days remaining.
6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Abuse of sick leave privilege is viewed by the School District as a serious matter and as grounds for disciplinary proceedings against the employee, including the requirement that an employee furnish a doctor's certificate of illness before being granted sick leave pay.
7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

B. WORKERS COMPENSATION: An employee suffering a compensatory injury shall be reimbursed the difference between the compensation benefits and the employee's salary to the maximum of the dollar value of the accumulated sick leave in the employee's bank at the time of the injury.

C. PERSONAL LEAVE: Four (4) non-cumulative personal leave days which cannot be scheduled on non-duty days and are not authorized in other leave provisions are provided under the following guidelines.

1. A written request shall be submitted to the superintendent at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the principal will assume the responsibility in such an emergency of notifying the superintendent at the earliest possible time.
3. These personal leave days shall require no reason.
4. Deductions from personal leave shall be from accumulated sick leave.

D. BEREAVEMENT LEAVE:

1. A leave of absence with pay, not to exceed three (3) days, shall be granted for the death of an employee's spouse, child or step child, parents, parents of spouse, siblings, step parents, grandparents and grandchildren. Leave of absence for one (1) day with pay shall be granted because of death of uncles, aunts, nieces, nephews, first cousin, grandparents of spouse, brother in law, and sister in law. The leave days will be granted for arrangements and/or attendance at a funeral. Bereavement leave will not be deducted

from accumulated sick leave. Unused bereavement leave for such purposes shall not be accumulated.

2. Additional time may be granted, at the discretion of the Superintendent, upon written evidence of special need for such additional time. The Superintendent will determine whether to deduct time from sick leave, or a pay deduct.

E. CHILD CARE LEAVE:

1. A child care leave may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.
2. An employee making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.
3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide at the leave application, a statement from a physician indicating the expected date of delivery.
4. The School District may adjust the proposed beginning and ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.
5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:
 - a. Grant any leave more than twelve (12) months in duration.
 - b. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.
6. Employees returning from child care leave shall be re-employed in a position for which they are licensed unless previously discharged or placed on unrequested leave.
7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.
8. Application for return must be made at least two (2) weeks prior to the anticipated return date and be accompanied by a physician's statement attesting to the good health of the employee if the child care leave was for maternity.
9. Employees on child care leave shall be permitted to pay the contributions required or permitted by law to be made by the employee and the School District into the employee's pension or retirement fund to insure full credit for retirement purposes.

10. An employee returning from child care leave shall retain all benefits that the employee possessed prior to the leave but shall accrue no additional benefits during the leave. The parties agree that the applicable periods of probation as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have an opportunity to evaluate the employee's performance. Employees agree that the period of time for which the employee is on child care leave shall not be counted in determining the completion of a probationary period.
 11. An employee on child care leave is eligible to participate in group health insurance and life insurance programs but shall pay the entire cost of the premium.
 12. Employees on child care leave shall be permitted to perform per diem service.
 13. Pregnancy shall be considered a temporary disability and as such an employee shall be allowed to use sick leave, unless on child care leave, for the period of time that a licensed physician reasonably determines that the employee is unable to work.
 14. A full-time employee shall be granted up to ten (10) days, charged against sick leave, for reason of establishing bonding with an adoptive or foster child.
 15. Should a spouse of a full-time employee deliver a child, the full-time employee shall be granted up to ten (10) days leave, charged against sick leave, for reasons of establishing bonding with the child.
 16. Employees will notify the School District by May 1 of their intentions whether or not to return to the district. The May 1 date may be waived upon mutual agreement between the School District and faculty member.
- F. LEGAL DUTY:** An employee who serves on jury duty, appears for summons, or subpoena shall be granted the day or days necessary to discharge this responsibility. The District shall continue to pay the employee his/her regular rate of pay for those days. The employee will remit to the district the legal duty pay he/she received. Legal duty pay shall not include mileage and/or per diem allowances.

ARTICLE XI

403(b) MATCH

A. 403(b) MATCH

1. Eligibility: The School District will match a full-time principal's contribution to a state-approved 403(b) tax-deferred plan, in an amount not to exceed \$2,400 per year, provided that:
 - a. The principal has also authorized a salary reduction contribution to the 403(b) plan.
 - b. The principal shall notify the School District in writing no later than August 1 each year of his/her intention to participate in the 403(b) plan and the amount of his/her

contribution. Such participation shall continue from year to year at the specified amount unless the principal notifies the District to the contrary.

- c. Part-time principals will receive a pro-rated contribution to a 403(b) plan.
2. Maximum match: The maximum cumulative amount that the School District will contribute towards a 403(b) plan for a principal over the course of his/her career with the School District shall be \$35,000.
3. Approved Plans: The 403(b) plan shall be subject to all of the requirements of Minn. Stat. 356.24, as amended, and Internal Revenue Code 403(b).
4. Claims against the School District: The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the provider selected by the employee from the District's list of approved providers. It is further understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to this Article.

ARTICLE XII

WORK YEAR

The employees covered under this Agreement shall have the following work year schedule:

ELEMENTARY PRINCIPAL: Two hundred and fifteen (215) days; the same school year as required of the instructional staff according to the official school calendar plus:

1. Two (2) weeks prior to school opening,
2. Two (2) weeks after school closing,
3. One (1) week as designated by the Superintendent, and
4. Nine (9) additional days by agreement with the Superintendent.

MIDDLE SCHOOL PRINCIPAL: Two hundred and fifteen (215) days; the same school year as required of the instructional staff according to the official school calendar plus:

1. Two (2) weeks prior to school opening,
2. Two (2) weeks after school closing,
3. One (1) week as designated by the Superintendent, and
4. Nine (9) additional days by agreement with the Superintendent.

HIGH SCHOOL PRINCIPAL: Two hundred and twenty (220) days; the same school year as required of the instructional staff according to the official school calendar plus:

1. Three (3) weeks prior to school opening,
2. Two (2) weeks after school closing,
3. One (1) week as designated by the Superintendent, and

4. Nine (9) additional days by agreement with the Superintendent.

ASSISTANT PRINCIPAL: Two hundred (200) days; the same school year as required of the instructional staff according to the official school calendar plus:

1. One (1) week prior to school opening.
2. One (1) week after school closing.
3. Nine (9) days as designated by the building principal.

CURRICULUM/ASSESSMENT DIRECTOR: Two hundred and ten (210) days; the same school year as required of the instructional staff according to the official school calendar plus:

1. Two (2) weeks prior to school opening,
2. Two (2) weeks after school closing,
3. Nine (9) additional days by agreement with the Superintendent.

ARTICLE XIII

STRIKES AND WORK STOPPAGES

The parties mutually recognize that their first obligation is to the public and that the rights of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The employees covered by this Agreement, in the event of a strike or work stoppage by other groups of District employees, will be on duty for the purpose of carrying out District policy and insuring the safety of personnel and property. In no event will the compensation for employees be halted or suspended due to strikes or work stoppages of other District employees.

ARTICLE XIV

OPEN POSITIONS

All licensed positions shall be posted for (5) working days internally for Principal Association members to apply for. If an internal candidate is not selected for the position, then an internal/external posting will be made and posted for at least (10) working days. In accordance with M.S. 122A.40, seniority within the Principals Association will be based upon the hiring date of the member into the Principal contract.

ARTICLE XV

GRIEVANCE PROCEDURE

GRIEVANCE DEFINITION: A Grievance shall mean an allegation by an employee resulting in dispute or disagreement between the employee and the School District as to the interpretation or application

of terms and conditions contained in this Agreement Grievance may not be brought against the District without the approval and support of the Association.

REPRESENTATIVE: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such part to act in the party's behalf.

A. Definitions and Interpretations:

1. **EXTENSIONS:** Time limits specified in this Agreement may be extended by mutual agreement.
2. **DAYS:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.
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.
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.
5. **TIME LIMITATION AND WAIVER:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee on behalf of the employee by the Association, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty 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 periods thereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Association and the School District's designee.
6. **ADJUSTMENTS OF GRIEVANCE:** The School District and the Association shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:
7. **LEVEL I:** If the alleged grievance is not resolved through informal discussions, the superintendent or designee shall give a written decision on the grievance to the Association within twenty (20) days after receipt of the written grievance. Upon mutual agreement at any step during the grievance procedure, either party may request mediation without waiving their right to the grievance procedure.
8. **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 twenty (20) 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 Association. At the option of the School Board, a committee or representative/s of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

9. **SCHOOL DISTRICT REVIEW:** The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of its intentions to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reserve or modify such decision.
10. **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 Association may appeal it to the next level.
11. **ARBITRATION PROCEDURES:** In the event that the Association and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:
12. **REQUEST:** A request to submit a grievance to arbitration must be in writing signed by the Association, and such request must be filed in the office of the Superintendent within ten days following the decision in Level II of the grievance procedure.
13. **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.
14. **SELECTION OF ARBITRATOR:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time periods provided herein shall constitute a waiver of the grievance
15. **HEARING:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.
16. **DECISION:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by P.E.L.R.A. 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. All witnesses shall be sworn upon oath by the arbitrator.

17. **EXPENSES:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.
18. **JURISDICTION:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.
19. **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 Association 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 XVI

DURATION AND RENEGOTIATION OF CONTRACT

TERMS OF REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2019, and thereafter pursuant to

P.E.L.R.A. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, an employee or employees 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, 2017, it shall give written notice of such intent no later than May 1, 2019. 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 90 days prior to the expiration of this agreement.

EFFECT: This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. 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 and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this agreement.

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.

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: Hermantown Principals Association

For: Hermantown School District

John Muenich Date

Aaron Salmela Date

Deb Reynolds Date

Karly Madill Date