

ST. CLOUD PRINCIPALS' ASSOCIATION

MASTER AGREEMENT

2017 – 2019

Between

**St. Cloud Area School District 742
St. Cloud, Minnesota**

and

St. Cloud Principals' Association

**ST. CLOUD PRINCIPALS' ASSOCIATION MASTER AGREEMENT
2017-2019**

**St. Cloud Area School District 742
St. Cloud, Minnesota**

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**AN AGREEMENT BETWEEN ST. CLOUD AREA SCHOOL DISTRICT 742
AND THE ST. CLOUD PRINCIPALS' ASSOCIATION**

**ARTICLE I
PURPOSE**

This Agreement is entered into between St. Cloud Area School District 742, St. Cloud, Minnesota, hereinafter referred to as the School District or District and the St. Cloud Principals' Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative) hereinafter referred to as the Principals' Association or Association, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Principals and Assistant Principals for the term of this Agreement and to promote orderly and constructive relationships between the School District and the principals of this unit.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 2.1. Recognition. In accordance with the P.E.L.R.A., the School District recognizes the Principals' Association, as the exclusive representative of Principals and Assistant Principals employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this agreement.

Section 2.2. Unit Dispute. Disputes, which may occur over the inclusion or exclusion of proposed new or revised positions in the unit, shall be subject to the meet and confer process. If the dispute is not resolved, the issue shall be referred to the Bureau of Mediation Services for determination.

**ARTICLE III
DEFINITIONS**

Section 3.1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than employer payment of, or contribution to, premiums for group insurance coverage for retired principals or severance pay. Shall also mean the employer's personnel policies affecting the working conditions of the Principals, but does not mean educational policies of the School District.

Section 3.2. Principals and Assistant Principals. Shall mean any Principal and Assistant Principal in the appropriate unit employed by the School District in a position for which the person must be licensed by the State Board of Education; and who devotes more than fifty percent of his/her time to the duties of Principal and Assistant Principal but shall not include Superintendent, Assistant Superintendents, confidential principals, licensed supervisors who are not required to be licensed by the State Board of Education, and all other principals. This unit shall include all Principals, Assistant Principals, employed by the School District, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 100 work days per year, excluding all other principals. The term "Principal" as used herein will refer to Principals and Assistant Principals.

Section 3.2.1. Part Time. A part time Principal is one who is assigned the duties of a Principal or Assistant Principal for less than fifty percent of the normal workweek.

Section 3.3. School District. For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3.4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 4.1. Inherent Managerial Rights. The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, 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.

Section 4.2. Management Responsibilities. The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 4.3. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all Principals covered by this Agreement shall perform the teaching and nonteaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School 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 and recognizes that the School Board, all Principals covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

Section 4.4. 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 PRINCIPALS' RIGHTS

Section 5.1. P.E.L.R.A. Rights. The School District recognizes all Principals' rights as provided for in the P.E.L.R.A.

Section 5.2. Dues Deductions. The School District shall deduct from the wages (by payroll deduction) the yearly dues of the Association for all principals who authorize such deductions in writing. Provided, that the deduction of such dues, and the proceeds thereof, shall be waived in the event the principal loses the right to dues deduction pursuant to the P.E.L.R.A.

1. The deduction shall be made by payroll deduction based on the number of checks received by the Principal.

2. The total amount of yearly dues for one Local, State and National Organization and the amount to be deducted shall be specified by the Principal on the authorization card furnished by the Association.
3. The Association shall indemnify and save harmless the School District for the deductions made under this authorization.
4. All dues deducted by the School District, pursuant to the authorization of the principal, shall be promptly remitted to the Association.

Section 5.3. Pursuant to the P.E.L.R.A. Nothing contained in this Agreement shall be construed to limit the expression or communication of a view, grievance, complaint, or opinion on any matter related to contract administration and the condition 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 5.4. Pursuant to M.S. 122A.40, Subd. 19. As amended, all evaluations and files wherever generated related to each individual Principal shall be available during regular school business hours to each Principal upon his/her written request. A representative of this Association may, at the Principal's request, accompany the Principal in this review. 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.

ARTICLE VI LEAVES OF ABSENCE - SHORT TERM

Section 6.1. Short Term Leaves. Short term leaves of absence will be available to Principals in accordance with the provisions of this Article.

Section 6.2. General Provisions.

Subd. 6.21. Upon returning from any absence from contractual responsibilities, the Principal shall document the absence in the District's electronic principal attendance system.

Subd. 6.22. For illness and bereavement, the Principal shall notify the building as soon as practical. For all other short term leaves, the Principal shall submit a written request to the Superintendent for written approval in advance of the requested date and shall outline the purpose for the leave.

Section 6.3. Accumulated Leave Days.

A. Accumulative leave is credited as follows:

Thirty-nine weeks	10.0 days	Forty-four weeks	11.5 days
Forty weeks	10.5 days	Forty-five weeks	12.0 days
Forty-one weeks	10.5 days	Forty-six weeks	12.0 days
Forty-two weeks	11.0 days	Forty-seven weeks	12.0 days
Forty-three weeks	11.0 days	Forty-eight weeks	12.0 days

B. The School District shall furnish each Principal a written statement at the beginning of each school year setting forth total accumulated leave credited.

Section 6.4. Leaves with Accumulated Leave Deduction.

A. One day of accumulated leave shall be deducted for each day of absence in accordance with Subdivisions 6.41 and 6.42 of this Section.

Subd. 6.4.1. Illness and Bereavement Leave.

1. A Principal may be absent from contractual duties for bereavement or illness of a member of the immediate family or for personal illness.
2. The immediate family is limited to the following: grandparents, parents, siblings, spouse, minor or adult children, grandchildren, spouse's grandparents, spouse's parents, personal guardians, brothers-in-law, and sisters-in-law. For bereavement only, any person domiciled in the Principal's household is a member of the immediate family.

3. The maximum number of days that may be used for such absences are:
 - a. Bereavement: Up to ten (10) days per year, but no more than five (5) days per incident.
 - b. Illness of Immediate Family Member: Up to the total number of unused leave days.
 - c. Personal Illness: Up to the total number of unused accumulated leave days. If a Principal is unable to return to work for medical reasons after exhausting accumulated leave, said Principal shall be placed on health leave.

Subd. 6.4.2. Special Leave.

1. Special leave, not to exceed two days per year, may be granted to Principals. The leave is to be used for compelling personal business or obligations over which the Principal has no control and which cannot be consummated outside the school day without undue hardship.
2. Examples of legitimate claims for special leave will include, but are not limited to the following:
 - a) Matters relating to settlement of an estate in which person has a legal interest.
 - b) Urgent legal matters.
 - c) Special examinations administered by universities in connection with degree programs.
 - d) Pallbearer or attendance at funeral services for a person for whom the staff member feels a moral obligation and which is not covered by other leaves of absence.
 - e) Weddings in the family or an attendant at a wedding.
 - f) Compelling reasons resulting from a natural disaster.
 - g) Family crisis not covered by other leaves of absences.
 - h) Other emergencies beyond principal's control.
 - i) Attendance at a game or event at MSHSL regional or state tournament or MSHSL final competition in which the principal's child is competing.

Section 6.5. Leaves with No Deduction.

Subd. 6.5.1. Civic Responsibility Leave.

1. The School District may grant a leave of absence to a Principal who has achieved a leadership position in civic activities. No Principal will be granted more than five (5) days per year.

Subd. 6.5.2. Jury Duty.

1. A leave of absence for jury duty shall be granted to Principals who are summoned to serve in such capacity.
2. Principals serving on jury duty shall be paid their full salary less the amount received for jury duty, excluding mileage, for each day they would normally be on their job at school.
3. Principals on jury duty shall retain or accrue such benefits as they may have earned had they been in continuous employment.

Section 6.6. Injuries.

1. Principals who are injured during a school related activity may be absent up to five (5) school days if needed.
2. Principals who are injured during an assault at a school related activity may be absent up to ten (10) school days if needed.

Section 6.7. Leaves with Full Salary Deduction. Absences at full salary deduction but with no deduction from Accumulative Leave may be authorized by the School District when leave allowances have been exceeded or for unusual personal reasons, which justify the absence of the principal from contractual obligations.

**ARTICLE VII
LEAVES OF ABSENCE - LONG TERM**

Section 7.1. Leaves of Absence - Long Term. Long term leaves of absences will be available to contract principals in accordance with the provisions of this Article.

Section 7.2. General Provisions.

Subd. 7.2.1. Leaves of absences, which are granted pursuant to the provisions of this article, shall not constitute a break in the continued employment (seniority) status of the principal.

Subd. 7.2.2. Upon completion of an approved leave, the principal shall be returned to his/her position or to an equivalent contractual position, and unused accumulated leave days shall be restored. However, a principal on an approved leave may be placed on unrequested leave pursuant to the provisions of that article.

Subd. 7.2.3. All requests for long term leave must be submitted in writing to the Superintendent of Schools. The request shall indicate the proposed commencement and termination dates.

Subd. 7.2.4. The proposed return date shall be by mutual agreement.

Subd. 7.2.5. Leaves will not exceed twelve (12) months.

Subd. 7.2.6. Neither experience credit for step/longevity advancement nor accumulated leave is earned during the time the Principal is on leave.

Subd. 7.2.7. Principals on leave shall maintain their eligibility to participate in the School District's group life, health and dental insurance programs and long term disability insurance, if eligible. Unless otherwise provided, the principal shall pay the premium(s) to the School District on or before the 20th of the month preceding the desired month of coverage.

Section 7.3. Leaves of Absence with Pay.

Subd 7.3.1. Sabbatical Leave.

1. Filing timelines: Written request for leave must be filed at least 120 calendar days prior to the commencement of such leave. Principals will receive written notification of the granting or denial of said request within 45 calendar days of the date of submission.
2. Eligibility: To be eligible for such leave, the Principal must meet the following specific criteria.
 - a. The Principal must have served in a contract position for seven (7) consecutive years in the School District immediately preceding the commencement of the leave.
 - b. Approved leaves of absence except sabbatical leave will not constitute a break in the consecutive years as set forth above nor will they be counted as years of service.
3. Limitations and Conditions
 - a. It is also understood that only a reasonable number of principals will be allowed and shall be recommended by the Superintendent each year.
 - b. Any Principal granted leave must serve for two full consecutive years in the School District following completion of the leave. If an principal's service is discontinued for any reason other than being placed on unrequested leave of absence or on a health leave before expiration of the two years, the Principal shall remit to the School District a prorata share of the full amount of salary allowance and of the School District's cost for group insurance premiums while on leave.
 - c. Sabbatical leave will be limited to a program of study approved by the School District.
 - d. The School District reserves the right to reject any and all sabbatical leaves in times of financial distress as determined by the School District.

4. Approval: A leave of absence may be granted by the School District for continuing education, which in the judgment of the School District will improve the background, training and skills and enable such person to better serve the School District. All requests for Sabbatical leave shall state, and the School District shall consider, only the following criteria in making a judgment as to whether or not approval of a leave will benefit the School District in a substantial and reasonable manner:
 - a. The reason for the requested leave.
 - b. Details of plans as to how the principal intends to spend the time of the leave.
 - c. The benefits, which may be derived by the principal and the School District from the leave of absence.
 - d. A proposal as to how the duties and responsibilities can be assumed and carried out in the principal's absence.

5. Benefits: The following benefits will accrue to a principal on sabbatical leave.
 - a. Salary: A principal granted such leave for a full year shall receive one-half his/her current contract salary as if he/she were serving the School District, except as modified below.
 - (1) Receipt of fellowship, grants, or stipends shall not affect payment granted under conditions of a sabbatical leave.
 - b. Insurance: Payments towards the School District's insurance program will be continued for a principal on such leave as if the principal were serving full time in the School District.

Section 7.4. Leaves of Absence Without Pay.

Subd. 7.41. Health Leave.

1. A principal may be granted a leave of absence for health reasons. Written requests shall be submitted in advance and shall be accompanied by a recommendation from a physician competent in the field.
2. Leave of absence for health reasons may be required by the School District in accordance with M.S. 122A.40, Subd. 12.

Subd. 7.4.2. Professional Leave.

1. A leave of absence may be granted by the School District for continuing education, which in the judgment of the School District, will improve the person's background, training skills and enable such person to better serve the School District.
2. All written requests for professional leave shall state, and the School District shall consider, only the following criteria in making a judgment as to whether or not approval of a leave will benefit this School District in a substantial and reasonable manner:
 - a. The reason for the requested leave.
 - b. Details of plans as to how the principal intends to spend the time of the leave.
 - c. Such benefits as may be derived by the principal and the School District from said leave of absence.
 - d. A proposal as to how the duties and responsibilities can be assumed and carried out in the principal's absence.
3. Written request for leave must be filed at least 120 calendar days prior to the commencement of such leave. Principals will receive written notification of the granting or denial of the request within 45 calendar days of the date of submission of said request.

Subd. 7.4.3. Child Care Leave.

A principal shall be granted a child care leave subject to the following conditions:

1. Written requests for such leave must be made at least 90 days prior to the estimated date of delivery or, in the case of adoption, the date of home placement.
2. Leave will begin upon home placement of an adopted child, or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child or at such other date mutually agreed between the principal and the School District.

Subd. 7.4.4. Alternative Leave.

1. A leave of absence for a full contract year may be granted by the School District for purposes of engaging in an alternative experience.
2. The School District shall have the sole authority to approve or deny such written requests based on criteria, which the School District deems appropriate. The School District in making its decision shall consider the availability of an adequate replacement for the principal making such a request.
3. Such request shall be submitted in writing and the principal shall state in detail 1) a full explanation of his/her reasons for requesting such a leave, 2) the total period of time the principal expects to be gone including beginning and returning dates, and 3) a full and complete address where the principal may be reached for any necessary communications.
4. The leave of absence may be preapproved at the sole discretion of the School District for a subsequent year under circumstances deemed appropriate by the School District.
5. Any additional benefits negotiated by the Association will not become available to the principal until he/she returns to full employment in the School District. This shall not affect the current insurance programs or revisions thereof.

6. The assignment and/or reassignment of staff is a School District prerogative. The placement of a principal returning from leave will be dependent on what the School District determines is in the best interest of the School District; however, the wishes of the principal regarding the assignment upon return from leave will be given consideration.

ARTICLE VIII UNREQUESTED LEAVE GENERAL PROVISIONS

Section 8.1 Purpose. The purpose of this Article is to implement the provisions of Minn. Stat. 122A.40, subdivision 10.

Section 8.2. Unrequested Leave. The School District may place a principal on unrequested leave of absence (“ULA”), based upon seniority and licensure, because of discontinuance of position, lack of pupils, financial limitations, or merger of classes.

Section 8.3. Seniority. “Seniority” shall mean the principal’s first date of continuous service with the School District in a position covered by this bargaining unit.

Section 8.2.1. Tiebreaker. Ties in seniority shall be broken as follows:

The principal with the smallest file folder number assigned by the Licensing Department of the Minnesota Department of Education shall be deemed the most senior.

Section 8.4. Separate Seniority. Each lane of the salary schedule shall be deemed separate for seniority purposes, meaning that the higher lane (e.g., AA) shall be considered a promotion for a principal on a lower lane (e.g., AB). A principal does not have the right to use seniority to bump into or claim a position that is a promotion from his/her current position.

Section 8.5. Notice. Principals placed on ULA shall receive notice of such placement on or before June 30th of the school year prior to the commencement of the ULA.

Section 8.6. Duration. The ULA shall continue for two (2) years, after which the right to reinstatement shall terminate; provided, the principal's right to reinstatement shall also terminate if he/she fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement.

Section 8.7. Reinstatement.

Section 8.8.1. A principal placed on ULA shall be reinstated to a vacant bargaining unit position that is in the same or lower salary schedule lane as the principal was in as of the time of his/her placement on ULA, subject to Section 8.4, above.

Section 8.8.2. When placed on ULA, a principal must file his/her name and address with the School District's human resources department so that any notice of a vacant position can be mailed to the principal. The School District will comply with its obligation to notify the principal of a vacancy by placing such notice in the mail addressed to the principal's last known address. The principal is responsible for providing for forwarding of mail or for address changes. Failure of the notice to reach the principal is not the School District's responsibility if it has been mailed as provided in this Article.

Section 8.8.3. The principal shall have ten (10) days from the date of the notice to accept re-employment. Failure to accept within such ten (10) day period shall constitute a waiver and forfeiture by the principal of any further rights of employment or reinstatement.

Section 8.8.4. Reinstatement rights automatically expire two (2) years from the date the principal was notified of his/her placement on ULA.

**ARTICLE IX
DUTY YEAR**

Section 9.1. Intent. It is the intention of the School District and the Association to establish in this section the Duty Year requirements for principals to fulfill their contractual obligation to the School District.

The parties acknowledge that principals serve a critical function in the leadership and management of the School District and must commit whatever time is necessary to accomplish their managerial duties and responsibilities. In fulfilling their professional responsibilities principals will often be required to work more than

a traditional eight-hour day and more than the minimum Duty Year established for their positions. The following provisions are intended to balance professional responsibility and accountability with administrative discretion and flexibility in the fulfillment of the contractual expectations of the School District.

Section 9.2. Duty Year.

The Duty Year for principals will run from July 1 to June 30 of each year, pursuant to the duty day provisions set forth below.

Section 9.3. Duty Days.

Duty days shall include the total of number of paid service days, paid holidays and paid leave days recorded in a duty year. The number of duty days/weeks shall not be modified unless mutually agreed upon between the Association and the District.

Principals shall serve the minimum number of duty days required for their position as follows:

Position	2017-18		2018-19	
	Duty	Days	Weeks	
Principals:				
Senior High	240	48	235	47
Junior High\Middle School\McKinley	235	47	230	46
Elementary	230	46	225	45
Assistant Principals:				
Senior High	235	47	230	46
Junior High\Middle School\McKinley	230	46	225	45
Elementary	225	45	220	44

Section 9.4. Duty Day Schedule.

The specific duty days for each duty year shall be established by each Principal subject to the approval of the Superintendent. Principals will submit a proposed duty year calendar for review and approval by the Superintendent or his/her designee on or before July 1 of each year. Principals are generally expected to be in service during student instructional days, subject to the other provisions of this Article. Non-substantive changes to the approved duty day schedule after July 1 that are consistent with the other provisions of this section may be made by a principal as set forth below.

Section 9.5. Non Duty Days.

Non-duty days may be used flexibly throughout the duty year. Principals may schedule no more than ten (10) non-duty days during days that teachers are in service pursuant to contract, and no more than five (5) consecutive non-duty days may be scheduled at one time. Up to five (5) non-duty days may be carried over from year-to-year. Changes to these limits may be approved at the discretion of the Superintendent or his/her designee.

Position	Non Duty Days	
	2017-18	2018-19
Principals:		
Senior High	20	25
Junior High I Middle School/ McKinley	25	30
Elementary	30	35
Assistant Principals:		
Senior High	25	30
Junior High I Middle School / McKinley	30	35
Elementary	35	40

Section 9.6. Compensatory Non Duty Days.

As acknowledgement for the additional time that principals work beyond their normal duty day and week, including events that require principals to be on duty into the evenings and weekends, principals will be provided compensatory Non Duty Days for a portion of the additional time principals work. Compensatory Days under this provision are to be considered full and complete payment for all additional work beyond the principal's normal work schedule.

Principals will be granted ten (10) compensatory Non Duty Days each duty year for all the additional hours and/or days worked beyond their normal work schedule. Compensatory Days can be used only on non-teacher contact days. Compensatory days cannot be carried over from year-to-year and will not impact the calculation of the Daily Rate of Pay under Article XII.

Section 9.7. Compensatory Flex Days.

Weekend days and holidays will not be counted as duty days unless the principal receives Superintendent approval in advance of the requested duty day for special circumstances that require the principal to be on duty.

Compensatory Flex Days may be granted for attendance at conferences or workshops, for necessary travel days related to conference attendance, for special school activity or athletic related functions, or for other special circumstances, subject to the discretion and approval of the Superintendent or his/her designee. Principals will be required to submit a **Request for Compensatory Flex Day** form for approval and approved days will be available to the principal to use as a non-duty day.

Section 9.8. Holidays.

Principals shall be entitled to the following 10 holidays during the Duty Year:

Independence Day	December 24	Spring Break Friday
Labor Day	December 25	Memorial Day
Thanksgiving	New Years Eve	
Thanksgiving Friday	New Years Day	

In addition, Principals are entitled to two (2) floating holidays per year, which are to be taken during non-student days unless otherwise approved by the Superintendent or designee.

Section 9.9 Mandatory Duty Days.

The Superintendent reserves the right to designate specific calendar dates during the duty year as mandatory duty days when all principals will be expected to be in service. A schedule of mandatory duty days will be provided to principals by June 1 for the following duty year. No mandatory duty days will be scheduled from June 15 through July 30, or on teacher non-duty days during the school year, without the written consent of the Association.

Section 9.10 Duty Status.

To be considered in "duty" status a principal must be performing official functions of their position at a work site in the District or at an approved work site out of the District.

Section. 9.11 Reporting of Absences.

Principals shall timely enter absences into the District's electronic principal attendance system for non-duty days, compensatory non-duty days or accumulative leave days. Absences should be entered in advance of the absence whenever possible, but in the event of emergency circumstances should be entered within 48 hours of the absence. Absences of three (3) or more consecutive days during student contact time require the advance approval of the Superintendent or his/her designee, and should be submitted as far in advance as possible. Failure to comply with the reporting requirements of this section may lead to disciplinary action.

**ARTICLE X
VACANCIES, POSTINGS, PROBATION AND ASSIGNMENT**

Section 10.1. Notification and Posting of Vacant Positions.

When a vacancy exists for which no principal on layoff or demotion has full rights, or when a new principal position is created, insofar as the exigencies of the situation permit, the School District shall notify the President of the Association in writing of the existence of such vacancy or new position.

In an effort to recognize the interests of current members of the Association in pursuing new opportunities within the School District, it is agreed as follows:

Subd. 10.1.1 Temporary Vacancy After August 15. The Superintendent shall have full discretion to fill a temporary vacancy occurring on or after August 15 of a school year. The School District will notify the Association of the temporary vacancy, so that members of the bargaining unit may inform the Superintendent of their interest in the position. The Superintendent retains the discretion fill the temporary vacancy as he/she deems appropriate.

Subd. 10.1.2 Temporary Vacancy Before August 15. When a temporary vacancy occurs before August 15 that is contemplated to extend for more than thirty (30) calendar days, the Superintendent shall provide notice to all members of the Association and invite interested principals to submit a letter of interest in the position within five (5) working days of said notice. The Superintendent shall give full consideration to all principals interested in filling the position, balancing the needs of the School District, the

qualifications of interested principals, and the special circumstances surrounding each vacancy.

Subd. 10.1.3 Permanent Positions. Permanent positions will be posted for at least fifteen (15) working days to allow members of the Association the opportunity to apply for such positions.

Section 10.2 Probationary Period.

For a newly employed principal/assistant principal who has not achieved continuing contract status in another Minnesota school district, the probationary period shall be three (3) years.

For a newly employed principal/assistant principal who has achieved continuing contract status in another Minnesota school district, the probationary period shall be two (2) years.

For a continuing contract teacher who is employed by the district at the time of first appointment to the position of principal/assistant principal in the School District, there shall be a one (1) year probationary period.

There shall be a one (1) year probationary period for an assistant principal of the School District who is promoted from a position within the Unit to the position of principal.

Service in an interim or temporary position does not satisfy the requirements of the probationary period. Instead, the probationary period begins to run when the principal/assistant principal begins service in a permanent principal/assistant principal position for the School District.

Probationary principals or assistant principals who have teacher tenure in the School District at the time of their hire, who are not confirmed in the promotional position, have continuing contract rights in the teacher bargaining unit and have the right to return to a teaching position in the School District the following school year subject to the seniority provisions of the Master Contract between the School District and the St. Cloud Educational Association.

Section 10.3 Administrative Hiring Procedures.

Administrative Hiring Procedures consistent with this Article will be developed by the School District. The School District agrees that modifications to the Administrative Hiring Procedures will be presented to the executive committee of the Principals' Association for review and discussion prior to implementation.

Section 10.4 Transfers and Reassignments.

10.4.1 Notice of Transfer and Reassignment. Transfer and reassignment will be done only after consultation with the affected principal, at which time an explanation of how the move is in the best interest of the District will be shared. When a transfer is made during the school year, the district will make every effort to provide at least five (5) days notice in advance of the transfer. Notwithstanding this provision, the District maintains its managerial authority with respect to transfer and reassignment and the decision to transfer or reassign is not subject to the grievance procedure. However, upon notice from the Association of the District's failure to follow the procedure set forth above, the District shall have five days to hold a remedial meeting with the principal and a representative from the Association to provide the explanation, the required notice and to consider any information from the principal regarding concerns about the transfer or reassignment. If the district fails to follow this remedial procedure within five (5) days of receiving notice from the Association, the Association may file a grievance beginning at Step 2.

10.4.2 Reassignment to a Position with a Lower Salary Classification. The Association recognizes that the School District has the right to transfer or assign principals to any permanent administrative position in the same or lower position classification for which they are licensed. After the process in Section 10.4.1 has been completed, a principal assigned to a position with a lower salary classification will have his/her weekly salary frozen at its current level until such time as the weekly salary of the new position surpasses that level. Salary will be determined by the actual number of weeks contracted in the new position.

10.4.3 Reassignment to a Position with a Higher Salary Classification. It is recognized that unique circumstances may exist where it is desirable to assign principals to positions at a higher classification on an interim (temporary) or special assignment basis (new positions and classifications). If this is done, it shall be done in writing with ten days prior notice to the Association and for a period of not more than one year. At the end of that time, if the principal continues employment in the district, he/she shall return to his/her original position classification.

10.4.4 Interim or Special Assignment Positions. Interim or special assignment positions created in these circumstances will either be

discontinued, or posted according to Board Policy, negotiated agreement, and/or State/Federal statutes.

ARTICLE XI INSURANCE

Section 11.1 Medical Insurance Plan.

- A. Effective October 1, 2013, the District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

- B. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating principals.

- C. HRA Contribution: The district will provide a Health Reimbursement Account for all participating principals that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:
 - 1) The District shall contribute \$1,000 per principal carrying single coverage, and \$2,000 per participating principal carrying dependent coverage.

 - 2) New principals starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service.

 - 3) Principals eligible for Employee Married to Employee (EME) coverage pursuant to 11.1 G. below, will receive an HRA contribution of \$1,500 for each principal if in single coverage plans or \$3,000 to the principal carrying a dependent coverage plan.

- 4) Principals will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will a principal have access to HRA dollars in excess of the cap.
- 5) A principal eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the principal's HRA account pursuant to the provisions of the plan.

D. Full-Time Principals Single Coverage:

The School District shall contribute a sum not to exceed \$615 per month toward the premium for individual coverage for each full-time salaried principal who qualifies for and is enrolled in the School District's single group health and hospitalization plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

E. Full-Time Family Coverage:

The School District shall contribute a sum of not to exceed \$1,193.00 per month toward the premium for dependent coverage for each full-time salaried principal who qualifies for and is enrolled in a School District group health and hospitalization plan.

F. Part-Time Principals:

The School District shall contribute toward a single or dependent plan premium for a part-time principal in a sum equal to the principal's percentage of contract multiplied by the contribution caps set forth above for full-time principals. The HRA contribution under paragraph C., above, will also be prorated based on the principal's percentage of contract.

G. Principal Married to Principal:

For any full-time principal of this bargaining group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District principal qualifying for health and hospitalization coverage as a full-time principal for nine months or more of the year, the School District shall contribute a sum not to exceed the premium for two fully paid single insurance plans, or one fully paid dependent insurance plan for principals with eligible dependents, for the full contract year.

Subd. 11.12. Hospital Medical Insurance for Retirees and Disabled Principals.

The hospitalization and medical insurance coverage as specified in the group policy in effect at the time of retirement or disability shall be continued for retired or disabled Principals and for each of their dependents as defined in the group policy. The School District will pay the hospital/medical insurance premiums for eligible Principals and dependents subject to the following requirements and limitations:

1. Principals must be employed by the School District full time for a minimum of ten (10) years and be at least age 55 at the time of retirement to qualify.
2. For each two (2) years of employment the Principal will receive one (1) year of single or family health insurance coverage in a School District group health insurance plan of their choice with the School District contributing an amount up to that included in the negotiated Agreement at the time of the Principal's retirement.
3. Principals must be enrolled in a School District group health insurance plan immediately prior to receiving this benefit.
4. School District contributions for retiree's health insurance benefits is limited to a maximum of ten (10) years after retirement and to the retiree becoming eligible for Medicare, whichever occurs first.
5. Upon termination of the School District's contributions, retirees may maintain membership in the School District sponsored insurance program by taking financial responsibility for the payment of all premiums. At this point, the retiree's insurance becomes supplemental to the Federal Medicare Program or a similar governmentally supported or sponsored program.
6. A Principal who becomes and remains totally and permanently disabled as a result of injury or disease shall be considered eligible for a period not to exceed five years. Total and permanent disability means the Principal is not able to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, which can be expected to be of long-continued and indefinite duration, such total and permanent disability being

determined in the manner specified in the Teacher's Retirement Fund Act.

7. The spouse and/or minor children of a Principal whose death was due to causes arising out of and in the course of employment shall be eligible for all the remaining benefits of said insured Principal as provided herein for a period not to exceed five (5) years.

8. The School District's obligation to provide health insurance to retirees shall cease in the event the retiree assumes employment with another employer providing substantially equivalent health insurance for a period of four (4) or more consecutive years.

9. Principals hired after June 30, 2010, shall not be eligible for post-retirement health insurance coverage pursuant to paragraphs 1- 4 of this subdivision.

Section 11.2. Long-Term Disability. The School District shall pay the full premium for the standard group long-term disability program of the School District for all Principals who are eligible for benefits under this Article.

Section 11.3. Life Insurance. The School District shall pay the full premium for \$50,000 life insurance coverage for all full-time Principals for the standard group life insurance program of the School District.

Subd. 11.31. Full-time Principals will have the right to purchase \$100,000 of term life insurance insuring the life of the Principal at the rate currently charged the School District by its carrier. Payment for such coverage shall be through payroll deduction.

Section 11.4. Dental Insurance. The School District shall pay a sum not to exceed \$78.75 per month toward the premium for dental insurance for all full-time Principals and for part-time Principals on a prorated basis.

Section 11.5. Liability, Indemnification and Defense Insurance.

A. The School District shall provide, at School District expense, liability insurance and errors and omissions insurance, covering bargaining unit Principals, in an amount not less than that which is required by law for the School District.

- B. In the event that an action is brought or a claim is made against a bargaining unit Principal (including civil rights actions) arising out of or in connection with the Principal's employment, and the Principal is acting within the scope of employment or official duties, the School District shall defend and indemnify pursuant to Minnesota Statutes, Chapter 466. The obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466. Reimbursement requests related to criminal proceedings shall be subject to Minn. Stat. § 123B.02, Subd. 20.

Section 11.6. Vandalism Coverage. The School District will budget \$2,000 annually for administrative job related malicious mischief claims or damages against personal property which were uninsured, by deductible homeowners or automobile insurance, or repeated claims that may jeopardize an existing policy or rates of the policy. Maximum School District payment per incident per Principal will be \$300.

ARTICLE XII RATES OF PAY

Section 12.1 Salary Schedule: Principal rates of pay are reflected on the Salary Schedule, which is attached to this Agreement. The schedule is effective only for the 2017-2019 school years. The schedule is not to be construed as part of the continuing contract. Further advancement is subject to the right of the School District to withhold increments or other salary increases for good and sufficient grounds.

Section 12.2 Step Placement: The steps on the Salary Schedule are for administrative experience credited by the School District. An inexperienced Principal coming from the teaching/supervising profession will be placed on a step higher than their present daily rate of pay.

Section 12.3 The daily rate of pay for Principals represented in this Agreement shall be the quotient of an annual contract salary divided by paid days. Paid days as used in this article shall include all duty days, as set forth in Section 9.3 above.

Section 12.4 Doctorates: A Principal with a Doctorate degree shall receive an additional \$1,000 per annum beyond the rate specified on the Salary Schedule. Doctorate pay shall not be included in calculating the daily rate of pay.

Section 12.5. Mileage. Principals who may be required to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the I.R.S. approved rate. When the rate is changed, the new rate will be paid effective January 1, subsequent to the change. All travel reimbursements shall be subject to the School District's approval and shall be only for driving done between assigned locations. Noon hour travel, except to reach an assigned location, is not reimbursable.

Section 12.6. Summer School. Principals or Assistant Principals who serve as Directors of Summer School based on program needs and with Superintendent approval, shall be compensated on a pro-rated basis based on their daily rate of pay. Days compensated for summer school pursuant to this provision shall not be counted as part of the Principal's or Assistant Principal's Duty Days under section 9.32.

Section 12.7. Special Duty Pay. The Superintendent shall have the discretion to provide up to ten days of additional compensation to a principal or assistant principal for duties required by the Superintendent that are outside the scope of his/her regular assignment.

ARTICLE XIII ADMINISTRATIVE RESPONSIBILITY

- A. 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.
- B. Principals have a unique responsibility among School District principals to represent the School District in times of emergency and/or stress situations and to carry out the directives of the School District.
- C. Principals may have their work schedule modified during a work stoppage. Contract weeks will not be reduced during the contract year that a strike or work stoppage occurs.

**ARTICLE XIV
CONFERENCES, CONVENTIONS AND IN-SERVICE**

Section 14.1. Budget. The School District agrees to budget annually a sum of not less than \$30,000 to fund activities by principals of the bargaining unit for conferences, conventions and other in-service activities. A maximum of \$5,000 of unspent in-service and convention funds will be allowed to carry over from one budget year to the next.

Section 14.2. Expenditure. Such budget funds will be spent to fund approved conferences, conventions and other in-service activities for Principals in the bargaining unit.

Section 14.3. Convention and Conference Attendance.

Subd. 14.31. Principals who belong to their respective state organizations shall have the opportunity to attend the state convention annually, at School District expense.

Subd. 14.32. Principals who belong to their respective national organizations shall have the opportunity to attend such national conventions or alternate national conventions at least every other year at School District expense.

Subd. 14.33. School District expenses as provided herein shall be subject to the budget limitations as provided in Section 14.1 hereof.

Subd. 14.34. Budgeted funds may also be utilized to attend other approved conferences or workshops in lieu of convention attendance, subject to budget limitations as provided in Section 14.1 hereof.

Subd. 14.35. Nothing herein shall preclude the School District from approving in-service activities beyond the budgeted amount as provided in Section 14.1 hereof, subject to the discretion of the School District.

Subd. 14.36. Attendance at any activities as described herein shall be subject to providing adequate supervision during any particular time.

Section 14.4. In-service Committee.

Subd. 14.41. An in-service committee is hereby established to work with the Superintendent to establish a yearly in-service schedule and associated duty day requirements, and to allocate budgeted funds contemplated by this article. The committee membership will be composed of three (3) persons appointed by the Superintendent and three (3) persons appointed by the Principals' Association. The Principals' Association members shall include a representative from the elementary and secondary groups. The role of committee chair shall alternate on a yearly basis between the Association and District representatives.

Section 14.5. Approved travel and attendance at seminars, conferences, workshops or other activities during the week (Monday through Friday) will count as part of the principal's regular contact time with no deduction from non-duty days for attendance and necessary travel.

**ARTICLE XV
RETIREMENT PAY/ WELLNESS PAY / TAX SHELTERED ANNUITIES**

Section 15.1 Retirement Pay. For purposes of this Article, retirement means leaving the employ of the School District. Beginning July 1, 2010, an eligible Principal may accrue up to 100 days of accumulated leave for Retirement Pay under this section. At the time of retirement, the School District will contribute an amount equal to the total number of accrued accumulative leave days multiplied by the Principal's daily rate of pay at the time of retirement into the Post Retirement Health Care Savings Plan (PRHCSP) of the Principal. Payment under this section will be made in two equal payments, one within sixty (60) days of retirement and the remaining payment on the first payday in January of the calendar year following retirement.

Subd. 15.11 Eligibility. Principals hired into this bargaining unit on or before June 30, 2013, are eligible for Retirement Pay if they are at least fifty (50) years of age and have completed ten (10) years of continuous full time salaried teaching or administrative service, or if they are less than fifty (50) years of age and have completed twenty (20) years of continuous full time salaried teaching or administrative service in the School District. Principals hired into this bargaining unit after June 30, 2013 are not eligible for Retirement Pay under this Section 15.1, but are eligible for 403b matching contributions under Section 15.3.

Subd. 15.12 Exception to 100 Day Limitation. Accumulative leave accrual balances will be calculated on June 30, 2010 for all current Principals. Any Principal who has accrued more than 100 days of accumulative leave as of June 30, 2010, shall be eligible for additional Retirement Pay contributions under this section in an amount equal to the total number of days in excess of 100 multiplied by the Principal's daily rate of pay at the time of retirement times .40. All days accrued in excess of the number determined on June 30, 2010, will be paid out annually as Wellness Pay pursuant to section 15.2, beginning June 30, 2011.

Subd. 15.13 Notification: To qualify for full Retirement Pay written notification of retirement, in order to be considered timely, must be received by the District at least sixty (60) days in advance of retirement, but not later than February 1, during the school year when the retirement occurs. Retirement notifications received after February 1 for an end of year retirement, or less than 60 calendar days prior to retirement for a mid-year retirement, will be considered untimely, and will be considered in order of receipt and may be approved at the sole discretion of the District.

Subd. 15.14 School District Annual Maximum: The total Retirement Pay for any given school year shall be capped at \$250,000 but may be increased at the sole discretion of the District. The exercise of the District's discretion to extend Retirement Pay beyond the \$250,000 cap to a Principal shall not be subject to the grievance procedures of this Agreement.

Subd. 15.15 Payment: Principals who submit an untimely notice of retirement under Subdivision 15.13, or whose notice of retirement is received after reaching the \$250,000.00 cap, will be eligible for Retirement Pay under the Retirement Pay cap for the following school year and, subject to the Retirement Pay cap, will be paid in full on the first payday in January of the calendar year following retirement.

Section. 15.2 Wellness Pay. Beginning July 1, 2010, a Principal who accrues accumulative leave in excess of the number of days (excess days) eligible for Retirement Pay in Section 15.1 will receive annual Wellness Pay for those excess days. On June 30 of each year the School District will calculate the number of excess days available for payout and contribute an amount equal to the total number of excess days multiplied by the Principal's daily rate of pay into the PRHCSP of the Principal by August 31 of each year.

Subd. 15.22 Exception for Principals Hired Prior to June 30, 2010. A Principal who was hired prior to June 30, 2010, who accrues accumulative leave in excess of the number of days (excess days) eligible for Retirement Pay in Section 15.1 will receive annual Wellness Pay for those excess days. On June 30 of each year the School District will calculate the number of excess days available for payout and contribute an amount equal to the total number of excess days multiplied by the Principal's daily rate of pay times .6 into the PRHCSP of the Principal by August 31 of each year.

Section 15.3 403b Plan.

Subd. 15.31 Participation. Principals of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes § 356.24. Principals hired into this bargaining unit on or after June 30, 2013 are eligible for the School District match described below. Principals hired into this bargaining unit before June 30, 2013 are not eligible for the School District match.

Subd. 15.32 Matching Contribution Plan.

- a. For eligible principals pursuant to Subd. 15.31, above, the School District shall match Principals' annual contributions based on their current year of service in the School District as follows. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

Years of Service	Maximum Match Amount	
	Annual	Cumulative
One (1) – Three (3) years	\$1,500	\$ 4,500
Four (4) plus years	\$2,500	<u>\$45,500</u>
		\$50,000

Subd. 15.33 Maximum Matching Contribution. The maximum career matching contribution by the School District shall be \$50,000.

Subd. 15.34 A salary reduction authorization agreement must be completed by the eligible principal by September 1 for the principal to participate in the 403b Matching Contribution Plan for that school year.

Subd. 15.35 The School District shall provide notice to participating principals when they become eligible for an increased level of matching contribution.

Subd. 15.36 Principals on unpaid leaves may not participate in the matching program while on leave.

Section 15.4 Death Benefit. If a Principal dies prior to separation, and the Principal meets the eligibility criteria listed in Section 15.11, the Principal's estate shall be eligible for the Retirement Pay benefit as calculated in Section 15.1 including the 403b described in Section 15.3. If a Principal dies subsequent to separation, but prior to full payment of the retirement benefits, any unpaid benefits shall be paid to the Principal's estate if all other conditions of this Article have been met.

Section 15.5 Termination for Cause. A Principal whose employment is terminated for cause pursuant to M.S. 122A.40 shall not be eligible for Retirement or Wellness Pay under this Article.

ARTICLE XVI MEET AND CONFER

Section 16.1 The parties agree to meet and confer, pursuant to PELRA, Minn. Stat. § 179A.08, Subd. 2, upon written request of either party, up to four times each contract year. Each party shall designate its representatives, not to exceed four from each party.

Section 16.2 The time, date and place arrangements will be subject to mutual agreement.

Section 16.3 Either party may submit agenda items. The party requesting the meeting will provide its agenda items ten days prior to the meeting. The other party may add agenda items by submitting such agenda items one week prior to the meeting.

Section 16.4 The parties further agree, if requested by either party, to meet and confer on the specific items relating to performance evaluation processes, interim appointments and transfers of bargaining unit principals.

ARTICLE XVII PROFESSIONAL DUES

The School District will pay the annual dues for state and national professional organizations that pertain to the duty assignment of the Principal, in an amount not to exceed \$950 per contract year. These organizations include, but are not limited to NASSP/NAESP, MASSP/MESPA, or ASCD. Dues for other organizations may be substituted as approved by the Superintendent.

The School District will pay the annual fee of \$75.00 for membership in the Minnesota Board of School Principals.

ARTICLE XVIII GRIEVANCE PROCEDURE

The following shall govern the handling of grievances between St. Cloud Area School District 742 and the District Principals' Association.

Section 18.1 Definitions.

- A. Grievant: The Aggrieved Party.
- B. Grievance: Grievance shall be construed to mean any dispute arising between the School District and the Principals' Association as to the interpretation or application of any term or terms in this agreement.
- C. Days: Days shall mean calendar days excluding Saturday and Sunday, and legal holidays as defined by Minnesota Statutes.
- D. Reduced to Writing: Reduced to writing shall mean a concise statement outlining the nature of the grievance, the provision(s) of the agreement in dispute and the relief requested. The electronic submission of grievance-related documents at all levels is acceptable.
- E. Answer: Answer shall mean a concise response outlining the employer's position on the alleged grievance.
- F. Designee: The grievant or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 18.2 Adjustment of Grievance.

Level I: **Superintendent or Designee**

- a. Any such grievance shall be reduced to writing and brought to the attention of the Superintendent or his/her designee with a copy to the Human Resources Department within twenty (20) days after the date of the event giving rise to the grievance.
- b. The grievant and the Superintendent or his/her designee shall within five (5) days of receipt of the grievance, schedule a mutually agreeable time to discuss the grievance. The Superintendent or his/her designee shall answer the grievance within five (5) days of that meeting.

Level II: **School Board**

In the event the grievance is not settled in Level I the grievant or his/her designee may appeal in writing to the School Board, with a copy to the Human Resources Department, within ten (10) days after the expiration of the time specified in Level 1. The Board shall consider the grievance and issue its written decision within twenty (20) days of the appeal.

Level III: **Mediation**

In the event the grievance is not settled Level II the parties may mutually agree within five (5) days of the Level II answer to submit the grievance to mediation through the Bureau of Mediation Services.

Level IV: **Arbitration**

In the event the grievance is not settled in Levels II or III the grievant may request arbitration. To do so, the written request must be filed in the Superintendent's Office, with a copy to the Human Resources Department, no later than ten (10) days following the decision at Level II.

Section 18.3 School Board Review. The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of his 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 18.4 Arbitration Procedure. Upon the proper submission of a request to arbitrate as specified in the Grievance Procedure, the parties shall adhere to the terms and conditions of this procedure:

- A. **Select Arbitrator:** Within ten (10) days after the receipt of the list of arbitrators the parties shall select an arbitrator. The arbitrator shall be selected from a list of five (5) names furnished by the BMS. By the process of the parties alternately striking names from the list until only one name remains, the name remaining shall be that of the arbitrator chosen. The decision as to which party shall strike the first name will be decided by the toss of a coin.
- B. **Submit Grievance Information:** Upon notification of the selection of an arbitrator, the appealing party shall, within five (5) days, forward to the arbitrator (with a copy to the School Board) the complete documentation of the grievance. The School District may make a similar presentation before or at the time of the grievance.
- C. **Hearing:** The grievance shall be heard by an arbitrator. Both parties may be represented by such person or persons as they designate. The parties shall have the right to have a hearing at which they both will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issues before the arbitrator. This proceeding shall be de novo.
- D. **Decision:** The decision shall be rendered within twenty (20) days after the close of the hearing. The decision of the arbitrator shall be final and binding upon both parties, subject to the limitations on such decisions by P.E.L.R.A.
- E. **Expenses:** Each party shall bear its own expenses relating to the representatives of each party, witnesses, and other expenses incurred in connection with the hearing at the request of either party. The fees and expenses of the arbitrator shall be equally divided by

both parties. A transcript of the proceedings will be made on request of either party, but a party requesting a copy must pay for it.

- F. Jurisdiction: Any grievance, which has not been first duly processed in accordance with the grievance procedure, shall be outside the jurisdiction of the arbitrator. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial rights.

Section 18.5 Denial of Grievance. Failure by the representatives of the School District to issue a decision within the time periods provided herein shall constitute a denial of grievance and the principal may appeal it to the next level.

Section 18.6 Modification of Time Limits. The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits in a grievance procedure may result in a forfeiture of the grievance.

ARTICLE XIX DURATION AND RENEGOTIATION OF CONTRACT

Section 19.1 Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 19.2 Effect. This Agreement constitutes the full and complete agreement between the School District and the Association representing the principals of the School 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.

Section 19.3 Finality. Any matters relating to the terms and conditions of employment may be open for negotiations during the term of this Agreement by mutual consent only.

Section 19.4 Severability. The provision 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 St. Cloud Principals' Association

For St. Cloud Area School District
#742

President

Chairperson

President Elect

Clerk

Chief Principal Negotiator

Chief Board Negotiator

Dated:

Dated:

2017-2018 Salary Schedule

APPENDIX A

Pay Level	High School Principal	Middle School/ALC Principal	Elementary Principal	High School Assistant Principal	Middle School/ALC Assistant Principal	Elementary Assistant Principal
1	111,000	107,000	104,000	97,000	94,000	91,000
2	114,000	110,000	107,000	98,500	95,500	92,500
3	117,000	113,000	110,000	100,000	97,000	94,000
4	120,000	116,000	113,000	101,500	98,500	95,500
5	123,000	119,000	116,000	103,000	100,000	97,000
6	126,000	122,000	119,000	104,500	101,500	98,500
7	129,000	125,000	122,000	106,000	103,000	100,000

2018-2019 Salary Schedule

Pay Level	High School Principal	Middle School/ALC Principal	Elementary Principal	High School Assistant Principal	Middle School/ALC Assistant Principal	Elementary Assistant Principal
1	113,250	109,250	106,250	99,250	96,250	93,250
2	116,250	112,250	109,250	100,750	97,750	94,750
3	119,250	115,250	112,250	102,250	99,250	96,250
4	122,250	118,250	115,250	103,750	100,750	97,750
5	125,250	121,250	118,250	105,250	102,250	99,250
6	128,250	124,250	121,250	106,750	103,750	100,750
7	131,250	127,250	124,250	108,250	105,250	102,250

Longevity

Year of Service	Amount
Five - Six	1,000
Seven-Nine	1,500
Ten-Fourteen	2,500
Fifteen or More	3,500

* The District has the discretion to place a new principal or assistant principal on Step 2 if they have prior administrative experience.

* The District has the discretion to place an assistant principal from this unit who is hired as a principal on Step 1 or 2.

* A principal or assistant principal who moves to a different level (e.g. elementary to middle) would remain on the same step in the lane representing the new position.

GRIEVANCE FORM

Was there an attempt to settle informally?
 yes no

Date of Filing: _____

Stage: _____

Level I: _____

Level II: _____

Level III: _____

Level IV: _____

Administrator Concerned

1. **GRIEVANT** _____

2. **POSITION** _____ **BUILDING** _____

3. **AGREEMENT PROVISION ALLEGEDLY VIOLATED** _____

4. **TIME, DATE, PLACE OF OCCURRENCE** _____

5. **STATEMENT OF THE GRIEVANCE** (including events and conditions of the grievance and persons responsible)

6. **REDRESS SOUGHT** _____

Signed

Date

AGGRIEVED

7. **RESPONSE:** _____

Signed

Date