

**AGREEMENT**

On

**TERMS AND CONDITIONS OF EMPLOYMENT**

Between

**OSSEO AREA SCHOOLS**

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**INDEPENDENT SCHOOL DISTRICT 279  
MAPLE GROVE, MINNESOTA**

And

**OSSEO PRINCIPALS' ASSOCIATION**

**Effective Date: July 1, 2019 – June 30, 2021**

AGREEMENT

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“TERMS AND CONDITIONS OF EMPLOYMENT”

between

INDEPENDENT SCHOOL DISTRICT 279

and

OSSEO PRINCIPALS' ASSOCIATION

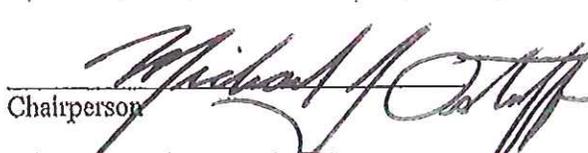
IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

For Osseo Principals' Association

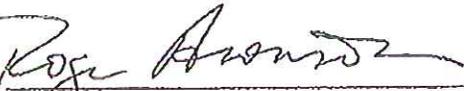
For Independent School District 279

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chief Principal Negotiator

  
\_\_\_\_\_  
Executive Director of Human Resources

Dated this 2 day of March 2020 Dated this 7 day of March 2020

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**ARTICLE I  
PURPOSE OF AGREEMENT**

**Section 1. Parties:** This AGREEMENT is entered into between the School Board of Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and the Osseo Principals' Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for members of the Principals' bargaining unit, hereinafter referred to as Principals, during the term of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the PELRA, the School Board recognizes the Association as the exclusive representative of Principals employed by the School Board of Independent School District 279. The Association shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The Association shall represent all Principals of the School District as defined in the Agreement and in the PELRA.

**Section 3. Meet and Confer:** The representatives of the School Board may meet with the Association as needed for the mutual exchange of ideas and to discuss matters that are not terms and conditions of employment.

**ARTICLE III  
DEFINITIONS**

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

**Section 2. Principal:** Shall mean any person employed by the School Board as a Principal or Assistant Principal in a position requiring a license by the commissioner of education who devotes more than fifty percent (50%) of the time to administrative and supervisory duties, and is employed in a position as Principal, Assistant Principal, or Principal on Special Assignment. The term Principal as used herein shall not normally include: Director, Assistant Superintendent, Human Resources, management personnel, confidential employees, supervisory employees, essential employees, part-time, or temporary employees whose services do not exceed the lesser of thirty-five percent (35%) of the normal work week within the bargaining unit or fourteen (14) hours per week, or employees who hold a position that is basically temporary or seasonal in character and is not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

**Section 3. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA. In the construction of the words used in this Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

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

**Section 2. Management Responsibilities:** The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

**Section 3. Effect of Laws, Rules and Regulations:** The Association recognizes that all Principals covered by this Agreement will perform the services prescribed by the District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the District. Any provision of this Agreement found in violation of any law, rule or regulation there under will be without force or effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressed in this Agreement are reserved to the School Board.

#### **ARTICLE V PRINCIPALS' RIGHTS**

**Section 1. Right to Views:** Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Principal or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Association; nor shall it be construed to require any Principal to perform labor or services against their will.

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

### **Section 3. Personnel Files:**

Subd. 1. Right to Review/Frequency: Upon request by a Principal, the District will provide the Principal with an opportunity to review their personnel file pursuant to District Policy and Minnesota Statutes.

### **Section 4. Probationary period:**

Subd. 1. A newly appointed Assistant Principal or Principal who has acquired continuing contract status in the district shall serve a one-year probationary period. An Assistant Principal who has acquired continuing contract status in the district and who has been appointed to a Principal position shall serve one year of probation as a Principal.

- a. Right of Return: If not confirmed in the promotional position, probationary Principals or probationary assistant Principals shall have the right to return to their previous position, or, if it does not exist, to a position equivalent to the one held prior to the probationary promotional appointment.
- b. The District shall require the newly appointed Principal or Assistant Principal to sign a waiver of continuing contract rights regarding the service of the probationary Principal on a form agreeable to the District and the Association.

**Section 5. Claims Against the School Board:** The Association recognizes that the determination of the dues is solely the responsibility of the Association and the School Board assumes no responsibility for this determination or any dispute, which may result there from.

**Section 6. Dues Checkoff:** Principals shall have the right to request checkoff for the local Principal and state Principal organizations.

Subd. 1. Authorization: Upon receipt of a properly executed authorization of the Principal, the School Board shall deduct from the Principal's paycheck the dues which the Principal has agreed to pay to the Principal organization during the period provided in said authorization.

Subd. 2. Term of Authorization: The authorization for dues deduction as agreed upon between the OPA and the School Board shall be provided by the School Board. Authorizations will be filed with the business office and shall continue in effect until revoked by the Principal. Such revocation shall be submitted to the Executive Director of Human Resources at least thirty (30) days in advance.

Subd. 3. Schedule of Deductions: Such deductions shall be in equal installments per paycheck. The deductions will be made on each of the paydays beginning with the first paycheck of the new fiscal year. The School Board shall forward each month such dues deducted the previous month along with a list of the names of Principals from whom deductions were made to the treasurer of the OPA.

Note: Electronic Direct Deposit: The District will provide procedures for direct deposit of paychecks to those financial institutions approved for direct deposit.

**ARTICLE VI  
COMPENSATION AND CONDITIONS**

**Section 1. Compensation:**

| <b>Title</b>                  | <b>Class</b> | <b>Work Days</b> | <b>Salary Range<br/>Effective 7/1/2019-6/30//2021</b> |
|-------------------------------|--------------|------------------|---|
| Senior High Principal         | C-1          | 225              | \$137,001 - \$157,631                                 |
| Middle School Principal       | D-1          | 225              | \$129,517 - \$150,147                                 |
| Elementary Principal          | E-3          | 218              | \$124,911 - \$145,542                                 |
| OALC Principal                | D-1(a)       | 225              | \$129,517 - \$150,147                                 |
| OALC Asst. Principal          | G-3(a)       | 225              | \$116,375 - \$137,004                                 |
| Asst. Senior High Principal   | F-1          | 225              | \$121,458 - \$142,088                                 |
| Asst. Senior High Principal   | H-1          | 200              | \$110,264 - \$130,893                                 |
| Asst. Middle School-Principal | H-2          | 200              | \$105,745 - \$126,375                                 |
| Asst. Middle School-Principal | G-3          | 218              | \$113,400 - \$134,029                                 |
| Asst. Elementary Principal    | J-1          | 200              | \$104,631 - \$125,260                                 |
| Asst. Elementary Principal    | J-1          | 210              | \$108,825 - \$130,369                                 |

<sup>1</sup> The salary schedule is used as a guide for initial placement. Principals may move above the top of the range with salary enhancements and/or salary advancements.

- a. **Initial Placement In Salary Range:** New Principals to the district shall be placed within the respective salary range at the discretion of Human Resources. Internal employees hired into the unit and/or current Principals promoting within the unit shall be placed at the discretion of Human Resources based on qualifications/experience and may be placed above the top of the range. A report of new Principal salary placements shall be made to the Association upon request.
  
- b. **Principal on Special Assignment:** Principals and Assistant Principals reassigned to a building assignment will return to the classification they held prior to the district-wide administrative assignment, unless the employee is promoted and then placement will be in accordance with the language in letter a. Initial Placement in Salary Range.
  
- c. **Salary Enhancement:** A two percent (2%) increase to Principal's base salary shall be effective July 1, 2019, and a two percent (2%) increase to Principal's base salary shall be effective July 1, 2020. Base salary increase will be calculated as a percentage on the base salary plus performance increment earned at the end of the prior school year. Principals who have separated service prior to ratification of this agreement will not be eligible for retroactive compensation.

- d. Salary Advancement: Principals will advance their salary based on job performance and leadership. Advancement will occur based on the following levels of performance and will be paid in the form of a salary increase according to the following schedule:
- i. Effective July 1, 2018:
  - ii. Exemplary Performance: 2.3% salary advancement
  - iii. Accomplished Performance: 1.4% salary advancement
  - iv. Developing: 0.7% salary advancement
  - v. Unsatisfactory: 0.0% salary advancement
- e. Regular Review: The parties shall regularly review the applicable performance measures, tools, rubrics, etc. relating to the Performance Evaluation.

**Section 2. Retirement Savings Plan**: The District will match the contribution of an eligible Principal according to the following schedule to an approved 403(b) retirement savings plan. The plan must meet the District's guidelines for approval.

Subd. 1. District Annual Match: The District's maximum annual match of an eligible Principal's contribution will be \$1,500.00. Principals may choose to defer more than the District annual match amount. The District annual match contributions will be evenly distributed over twenty-four (24) pay periods.

**Section 3. Retirement Incentive Pay**:

Subd. 1. Exclusion: This Section shall apply only to Principals whose service, in any capacity with the District, has been full time, as defined by this Agreement, and whose service began prior to July 1, 1998. For Principals whose employment began after this date, the provisions of this Section will not be applicable.

Subd. 2. Eligibility: Principals who have completed at least ten (10) years of continuous service, in any capacity with the District, and who are at least fifty (50) years of age shall be eligible for retirement incentive pay pursuant to the provisions of this Section upon submission of a written resignation accepted by the School Board, provided that such notice is given by March 1st.

Subd. 3. Calculation of Benefit: A Principal will be eligible to receive as retirement incentive pay upon their retirement the amount obtained by multiplying one hundred percent (100%) of their unused number of sick leave days, but in any event not to exceed one hundred ninety-two and one half (192.5) days times their daily rate of pay.

Subd. 4. Determination of Daily Rate: In applying these provisions, the daily rate of pay shall be based upon the total annual compensation at the time of retirement.

Subd. 5. Payment Schedule 50-54: A Principal who retires at age fifty to fifty-four (50-54) will receive the retirement incentive pay on July 20th if their birth date is between January 1st and June 30th in the year they reach age fifty-five (55). If their birth date is between July 1st and

December 31st, they will receive their retirement incentive pay on January 20th of the following year.

Subd. 6. Payment Schedule 55 & Over: Retirement incentive pay for those ages fifty-five (55) or older shall be paid by the District according to the following schedule. Principals who retire between January 1st and June 30th shall receive their retirement incentive pay July 20th of that year. Principals who retire between July 1st and December 31st shall receive their retirement incentive pay on January 20th of the following year. In the event of a Principal's death after having retired from the District, the remaining amount of retirement incentive pay shall be paid to their estate.

Subd. 7. Discharge: Retirement incentive pay shall not be granted to any Principal who is discharged by the School District.

**Section 4. Work Year:** The Principals' work year is defined in Article VI, Section 1, Subd. 1. A Principal may be allowed to reschedule their work year up to a maximum of seven (7) days from a time school is in session to days when school is not in session. The adjustment shall not normally be granted for the first and last days of school. Any request for an adjustment in a Principal's work year is to be submitted to the Assistant Superintendent of the Division of Leadership, Teaching and Learning, for approval. A part of the approval process will be designating when the days will be rescheduled and tentative activities planned.

Subd. 1. Retirement Work Year Adjustment: Any Principal who is in their last year of work prior to retirement may elect to reschedule up to fifteen (15) days of their work year, or may reduce their work year by up to fifteen (15) days so that their last day of work will be completed by June 15th. Upon submitting a letter of resignation, a Principal shall request to reschedule or reduce their work year to the appropriate Assistant Superintendent. Reduction in the work year will result in a pro rata salary reduction based on the Principal's daily rate of pay.

Subd. 2. Emergency School Closing: In the event school starts late or is closed early due to inclement weather or other emergency situations, Principal's work assignment will be determined by the Superintendent or designee. In the event school is canceled due to inclement weather or other emergency situations, Principals will follow the direction of the Superintendent or designee regarding reporting to work. When staff are directed not to report, Principals will be available by phone and/or email for business related purposes during normal school hours on the cancellation day.

Subd. 3. Parent/Teacher Conferences: Principals are expected to be present during scheduled parent/teacher conferences at their building up to thirty (30) hours per year. Principals may use the district scheduled conference release time equivalent to the time present at building scheduled parent/teacher conferences that occur outside of the school hours, up to four (4) days.

Subd. 4. Principals may schedule the following as work days: Labor Day, Friday after Thanksgiving, Dec. 24<sup>th</sup>, Dec. 31<sup>st</sup>, Martin Luther King, Jr. Day, President's Day, and Memorial Day, subject to supervisor approval.

**ARTICLE VII  
GROUP INSURANCE**

**Section 1. Eligibility:** Qualifications shall include those established by the School Board and the carrier of the coverage.

**Section 2. Enrollment:** All Principals qualifying shall enroll for such coverage in accordance with the procedures established by the School Board.

**Section 3. Selection:** The School Board will make the selection of insurance carriers and policies. The Osseo Principals' Association will have representation on the School District Insurance Advisory Committee.

**Section 4. Health Insurance:** A Principal may enroll in one of the hospital-medical and may enroll in the dental insurance programs provided by the District. Principals will be allowed to waive health coverage in the District's health plan upon sufficient proof that the Principal has obtained group health coverage through another source (e.g. spouse). The Human Resources department shall determine the basis for sufficient documentation of group coverage from another source. The District retains the right to re-examine waiver of health coverage on a year-to-year basis.

**Subd. 1. District Contribution: Basic Group Health and Hospitalization Plans:**

The District will contribute up to the following amounts monthly, towards the District's Group Health Insurance premiums for full time employees. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

**Effective July 1, 2019**

|             | Single   | Employee +1 | Family     |
|-------------|----------|-------------|------------|
| High/ Value | \$585.72 | \$910.88    | \$1,459.41 |
| HSA Plan    | \$444.09 | \$890.07    | \$1,424.98 |

**Effective July 1, 2020**

|             | Single   | Employee +1 | Family     |
|-------------|----------|-------------|------------|
| High/ Value | \$597.44 | \$929.10    | \$1,488.59 |
| HSA Plan    | \$461.85 | \$925.67    | \$1,481.98 |

**Subd. 2. High Deductible Health Plan (HSA Plan) - Contributions to Health Savings Accounts**

As recommended by the School District Insurance Advisory Committee, those employees participating in the HSA compatible health plan shall receive the following contributions to a qualifying Health Savings Account (HSA). Contributions will only be made to District approved HSA depository.

- Single HSA Coverage: \$200 per month
- Employee+1 Coverage: \$400 per month
- Family Coverage: \$400 per month

District contributions to the HSA trust account will be made each month. Contributions for July and August will be made at the same time as the September contribution. In the event of

hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

The school district will pay all administrative fees associated with the plan.

Subd. 3. Continuation of Coverage Upon Retirement: For Principals hired prior to July 1, 2007, the School Board shall provide and pay for hospital and medical insurance in the School Board's group health and hospitalization plan for any Principal who retires after reaching the age of fifty-five (55) until the Principal qualifies for Medicare, or accepts another hospital and medical insurance program. This provision shall apply to single and dependent coverage, if applicable.

For Principals hired on or after July 1, 2007, the School Board shall provide and pay for hospital and medical insurance in the School Board's group health and hospitalization plan for any Principal with seven (7) or more years of continuous employment in the district in any capacity who retires after reaching the age of fifty-five (55) until the Principal qualifies for Medicare, or accepts another hospital and medical insurance program, This provision shall apply to single and dependent coverage, if applicable.

Effective beginning August 1, 2014, a Principal hired into this contract group, that has not received this benefit while serving in another ISD 279 management group, will not be eligible to receive this benefit.

A retired Principal, who is eligible for this benefit and accepts another hospital and medical insurance plan between age fifty-five (55) and the age the Principal qualifies for Medicare, shall be allowed to re-enter the School Board's group health and hospitalization plan one time only, with no penalty.

A Principal who is eligible for this benefit and retires before age fifty-five (55) as provided for in Article VI, Section 3 of this Agreement, shall also be eligible for this provision, upon reaching age fifty-five (55), provided that the Principal has enrolled in and maintained hospital and medical insurance at their expense from the age of retirement to June 30<sup>th</sup> of the year after they reach the age of fifty-five (55).

Subd. 4. Insurance Program Eligibility After Qualifying for Medicare: This insurance coverage shall continue beyond the date a Principal qualifies for Medicare as permitted by law. The premium as determined by the insurance carrier shall be paid by the retiree.

Subd. 5. Married Couples in District with Family Coverage: When a Principal and their spouse are both employed by the District and are eligible for the District's group health and hospitalization plan, and both Employees enroll in the same hospitalization plan, the full premium will be paid by the District.

## **Section 5. Dental Insurance:**

Subd. 1. Single Coverage: The District will pay up to \$28.00 per month for individual coverage for each full-time Principal who qualifies for and enrolls in the District's group dental insurance plan.

Subd. 2. Family Coverage: The premium cost of the family/dependent coverage for each full-time Principal who qualifies for and enrolls in the District's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total by the Principal and paid by payroll deduction minus the District's contribution for single coverage. Whether the District offers family/dependent coverage is subject to the conditions as established by the carrier(s).

**Section 6. Section 125 Flexible Spending Plan:** The District shall provide a Section 125 Flexible Spending Plan under the Internal Revenue code for all licensed staff.

Subd. 1. Description: The Section 125 Plan (Flexible Spending Plan) offered by the School is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three (3) accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a "Cafeteria Plan" for federal income tax purposes. The plan year will commence July 1<sup>st</sup> through June 30<sup>th</sup> of each year. There are three (3) components to the plan:

1. District provided health plan insurance premium deduction with pre-tax dollars.
2. Dependent care reimbursement account.
3. Medical expense reimbursement account.

**Section 7. Group Term Life Insurance:** The School Board shall pay full premium for group term life insurance for all Principals employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Principals who qualify and enroll will be covered by group term life insurance to a maximum of \$300,000.

**Section 8. Supplemental Group Term Life Insurance:** Full-time Principals shall have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Section 5 of this Article to purchase supplemental group term life insurance with AD&D in the amounts of \$100,000, \$200,000, \$300,000, or \$400,000, etc., not to exceed four (4) times annual salary. In the event of early retirement, a Principal may continue to purchase supplemental life insurance until they reach the age of sixty-five (65).

**Section 9. Long-Term Disability Income Protection:** The School Board shall pay the full premium in the existing long-term disability income protection plan of the School Board for all Principals employed by the School Board who qualify for and enroll in such coverage. This coverage shall apply to total annual salary. Principals who have qualified for long term disability insurance and who previously qualified for the District's health and hospitalization insurance benefits shall have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the Principal at their expense. See MOU Long-Term Disability Coverage for Mental Health & Chemical Dependency.

**Section 10. Claims Against the School District:** It is understood that the School Board's obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE VIII  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

Subd. 1. Principals shall be eligible for sick leave under one (1) of the following conditions:

- a. Earn & Accumulation: Full-time Principals shall accrue sick leave at the rate of twelve (12) days per year, one (1) day per month), and accrual for unused sick leave shall be unlimited. Principals working less than a full year will have their sick leave days prorated.
- b. Use-Pregnancy: A Principal may utilize available sick leave, subject to the provisions of this Section and Section 8 of this Article, for periods of disability relating to pregnancy, miscarriage, abortion, or childbirth. Such a Principal shall notify Human Resources in writing no later than the end of the sixth (6<sup>th</sup>) month of pregnancy indicating her intention to utilize sick leave, and also at such time shall provide a medical provider's statement indicating the estimated date of delivery of the child and estimated period of disability. A licensed medical provider will determine the definition of disability.
  1. A Principal (other than the mother) may utilize up to thirty (30) days of sick leave in connection with the birth of their child. Such leave will be deducted from Family Illness Leave.
  2. A Principal may utilize up to thirty (30) days of sick leave for the adoption of a child, subject to the provisions of this Section and Section 8 of this Article.

Subd. 2. Use: Sick leave with pay shall be allowed by the School Board whenever a Principal's absence is found to have been due to an illness that prevented their attendance at work and performance of duties on that day or days.

Subd. 3. Medical Verification: The District may require the Principal to furnish a medical certificate from a qualified medical provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a Principal for sick leave pay is reserved to the District.

Subd. 4. Medical Request: In the event that a medical certificate will be required, the Principal will be so advised.

Subd. 5. Approval: Sick leave pay shall be approved only upon submission of an authorized sick leave pay request form submitted to Human Resources.

Subd. 6. Use - Absences Covered by Workers' Compensation and/or Long-Term Disability (LTD):

- a. A Principal who is absent from work as a result of a compensable injury incurred in the service of the School Board under the provisions of the Workers' Compensation Act and/or an absence covered by the School Board's long-term disability insurance; the School Board will pay the difference between the compensation received pursuant to the

Workers' Compensation Act and/or LTD by the Principal and the Principal's base rate of pay to the extent the Principal has accrued sick leave available.

- b. A Principal who is on an accrued sick leave basis shall have a deduction made from the Principal's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c. The District will make such payment to the Principal only during the period of disability.
- d. In no event shall the additional compensation paid to the Principal by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the Principal.
- e. A Principal who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the Principal for LTD payments shall submit their Workers' Compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the District for this absence.
- f. A Principal who is unable to perform their duties and responsibilities due to a physical assault resulting in an injury which occurs while on duty as a result of a work related incident and/or carrying out building supervisory responsibilities shall be entitled to compensation without use of sick leave for the first three (3) days of absence per incident. Thereafter, the compensation will be paid per a. through e. of this Subdivision.
- g. If a full-time Principal incurs an injury as described in f. of this Subdivision, and such injury causes the Principal to work less than full-time, the District will contribute the full cost of the health and hospitalization insurance plan in which the Principal is enrolled.

## **Section 2. Family Illness:**

Subd. 1. Use: Principals will be granted up to a maximum of ten (10) days absence upon approval of Human Resources, for illness in the Principal's or spouse's immediate family that may or may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the Principal. Such absences will be deducted from accrued sick leave. If the Principal does not have sufficient accrued sick leave, there will be a salary deduction equal to the pro-rated daily rate of pay.

## **Section 3. Bereavement Leave:**

Subd. 1. Use – Immediate Family: Principals will be granted up to five (5) days per occurrence for absence due to death of each member of the Principal's or spouses immediate family. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian, and any other relative or non-relative who stands in the same relationship with the Principal. Such absences will be deducted from accrued sick

leave. If the Principal does not have sufficient accrued sick leave, there will be a salary deduction equal to the pro-rated daily rate of pay. Additional absences, but not to exceed five (5) additional days may be granted.

Subd. 2. Use – Not Immediate Family: Absence due to death of a person not listed in Subd. 1 shall be limited to one (1) day per occurrence per year. Such absences will be deducted from accrued sick leave. If the Principal does not have sufficient accrued sick leave, there will be a salary deduction equal to the pro-rated daily rate of pay.

**Section 4. Jury Service:** A Principal summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to District: Principals who receive a summons for jury service are to notify Human Resources immediately of the proposed dates of service.

Subd. 2. Remittance of Stipend: Principals who receive a stipend for jury service are to reimburse the District for the amount received, minus the mileage and parking expense allowance if they were on jury duty during school time.

Subd. 3. Pay: Principals will have no loss of pay as a result of jury duty if the provisions of Subd. 1. and Subd. 2. of this Section are met.

**Section 5. Court Appearances:**

Subd. 1. Request of School Board: When the School Board is a party in a litigation, and a Principal of the District appears at the request of the School Board or as codefendant in a case against the School Board, the Principal will be entitled to their pay and no deduction of any leave provision will be charged to the Principal.

Subd. 2. Other Requests: If a Principal receives a notice to supply information or testify in a civil or criminal court proceeding as a result of their employment, they must notify the Assistant Superintendent, Division of Leadership, Teaching and Learning, and the Director, Human Resources. If the Principal must appear at the proceeding, the Principal will be entitled to their pay and no deductions of any leave provisions will be charged to the Principal. If the matter is a result of actions for which the Principal has been found to have acted improperly and thus disciplined, by the Assistant Superintendent, Human Resources, the day(s) absent will be deducted from Personal Leave or Short-Term Leave referenced in this Article.

Subd. 3. Action Against School Board: If the matter is a result of actions by a Principal against the School Board/District, the day(s) absent will be deducted from personal leave or short-term leave. Additional short-term leave will be granted if necessary.

**Section 6. Personal Leave:** A Principal will be credited one (1) personal leave day each year, accumulative to five (5) days. Personal leave may be used for activities requiring the Principal's personal attention not covered or requested under other provisions of this Agreement.

Subd. 1. Requests: Requests for personal leave must be made in writing to the Executive Director of Human Resources at least three (3) days in advance, except in event of emergencies.

Subd. 2. Limit: At no time shall more than four (4) Principals be granted personal leave.

Subd. 3. Exclusion: A personal leave day will not normally be granted on the first day of the student school year, the last day of the student school year, in conjunction with Principal staff development days and before/after natural breaks in the school year. Personal leave days that fall on the excluded days will only be considered for approval for special circumstances with written explanation by the Principal and approval of Human Resources.

## **Section 7. Child Care/Adoption Leave:**

Subd. 1. Purpose: A Principal, upon request, may be granted a leave for the purpose of child care of a newborn child or for the adoption of a child. The Principal will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). This leave will be granted to one (1) parent of a newborn or adopted child provided such parent is caring for the child. Principals may be granted partial leaves of absence appropriate to the job assignment.

Subd. 2. Request: A Principal making application for childcare leave will inform the Executive Director, Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. For an adoption leave, the Principal will inform the Executive Director, Human Resources in writing at the earliest opportunity of the intention to take the leave.

Subd. 3. Use of Sick Leave for Pregnancy: If the reason for the leave is occasioned by pregnancy, a Principal may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant teacher will also provide at the time of the leave application, a statement from their licensed medical provider indicating the expected date of delivery.

Subd. 4. Use of Sick Leave for Adoption: A Principal may request to use up to thirty (30) days of accumulated sick leave for adoption to assist in preparation and legal reasons of the adoption, as well as necessary travel and initial adjustment of the child. These days need not be taken consecutively.

Subd. 5. Date of Leave: The effective beginning date of a childcare/adoption leave and its duration will be determined by mutual consent between the Principal and the Executive Director, Human Resources. In determining the date of the commencement and duration of the leave, the Executive Director, Human Resources will review each case on its individual merits taking into consideration the following:

- a. The continuity of the instructional program for students. The commencement of the leave should normally coincide with some natural break in the school year, e.g., winter vacation, spring vacation, end of a grading period, the end of the school year or the like.
- b. The request of the Principal.
- c. The specific employment duties of the Principal involved.
- d. The health and welfare of the Principal, unborn child or adopted child.
- e. The recommendation of the Principal's licensed medical provider.

Subd. 6. Duration: In making a determination concerning the commencement and duration of a childcare/adoption leave, the School Board will not in any event be required to:

- a. Grant any leave of more than twelve (12) months in duration.
- b. Permit the Principal to return to their employment prior to the date designated in the request for the leave, unless by mutual agreement of the Principal and Human Resources.

Subd. 7. Approval of Leave: If the Principal complies with all provisions of this section and a leave is granted by the School Board, the Principal will be notified in writing.

Subd. 8. Termination of Leave: Interruption of pregnancy will terminate the leave. Human Resources may require in such cases forty-five (45) days' notice to return.

Subd. 9. Reinstatement: A Principal returning from childcare/adoption leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. The position has not been abolished.
- b. The Principal is not physically or mentally disabled from performing the essential duties of such position.

Subd. 10. Failure to Return: Failure of the Principal to return pursuant to the date determined in this section will constitute grounds for termination by the District unless the District and the Principal mutually agree to an extension of the leave.

Subd. 11. Probationary Period: The parties agree that the applicable periods of probation for Principals as set forth in Minnesota Statutes are intended to be periods of actual service enabling the District to have an opportunity to evaluate a Principal's performance. The parties agree, therefore, that periods of time for which the Principal is on childcare/adoption leave will not be counted in determining the completion of the probationary period.

Subd. 12. Experience Credit: A Principal who returns from childcare/adoption leave within the provisions of this Section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Article at the commencement of the leave. The Principal will not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 13. Salary: Any childcare/adoption leave of absence granted under this Section will be a leave without pay except as provided in Section 1 of this Article.

Subd. 14. Insurance: A Principal on childcare/adoption leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs as the Principal wishes to retain, following FMLA. The right to continue participation in such group insurance programs, however, will terminate if the Principal does not return to the District pursuant to this Section.

Subd. 15. Notification to Return: A Principal on childcare leave will be sent a Letter of Assignment from Human Resources at least sixty (60) days prior to the specified return of said

leave. The Principal shall lose all re-employment rights if the Principal refuses or fails to return the Letter of Assignment within ten (10) days.

**Section 8. Long-Term Leave:**

Subd. 1. Eligibility: Principals with a minimum of three (3) years of experience in the District may apply for an unpaid leave of absence. Additional leaves may be granted at the discretion of the Executive Director of Human Resources.

Subd. 2. Duration: Leave may be granted for a period of time not to exceed one (1) year.

Subd. 3. Insurance: A Principal on an approved long-term leave is eligible to participate at their own expense in the health and hospitalization program of the District. This participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 4. Benefit Accrual: A Principal on approved long-term leave shall retain accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the Principal is on leave.

Subd. 5. Purpose: Consideration for granting long-term leaves will be given for:

|   |  |
|---|--|
| Education   | Health   |
| Retraining or career change<br>(not including employment in<br>another School District) | Election to political office<br>Approved travel<br>Family reasons (issues) |

Subd. 6. Requests: Requests for leaves must be made at least thirty (30) days in advance via the District leave of absence request procedure and submitted to the administrator in charge for their recommendation. Final approval will be made by the Executive Director of Human Resources.

Subd. 7. Notification to Return: A Principal on long-term leave must submit a notification of intent to return from leave in writing to the Executive Director of Human Resources according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification shall be given by March 1<sup>st</sup> of the preceding school year.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

Subd. 8. Reinstatement: A Principal returning from long term leave shall be re-employed in an available vacancy within the same class held prior to the leave or, if no vacancy exists in that class, the Principal will be returned to the nearest lower class where a vacancy exists, subject to the following conditions:

- a. That a vacancy exists at the time of return from leave. If no vacancy exists, the Principal will be placed on a waiting list for a maximum of six (6) months' time and will be returned to their same class or the nearest lower class within the six (6) months. If no vacancy exists, the Principal shall lose all re-instatement and re-employment rights.

- b. That the Principal is not physically or mentally disabled from performing the essential duties of such position.

Subd. 9. Failure to Return from Leave: The Principal shall lose all re-employment rights if the Principal does not provide proper notice of intent to return from leave in accordance with the provisions outlined in Subdivision 7 of this Section.

**Section 9. Short-Term Leave:** Principals may apply for a short-term leave of absence.

Subd. 1. Salary: Short-term leave shall be without pay.

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days.

Subd. 3. Requests: Requests for short-term leave shall be made five (5) days in advance except in the case of emergencies. The request shall be submitted via the District leave of absence request procedure and shall clearly state the reason for such request. Any special conditions or arrangements established by the supervisor for a short-term leave shall be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

Subd. 4. Approval: Short-term leave shall be granted only in special circumstances and must be approved by Human Resources.

Subd. 5. Eligibility: Short-term leave shall normally be available no more than once during the 2019-2021 Agreement.

**Section 10. Organizational Leave:** Officers of the Association (president, vice-president, secretary and treasurer) may be granted three (3) days leave per year to conduct the business of the organization. The cost of these days shall be deducted from the individual's salary. Request for such leave shall be made to the Superintendent or their designee at least five (5) days in advance and will state the reason for the proposed leave.

**Section 11. Released Time for Negotiations:** When negotiating and/or mediation and/or arbitration sessions are scheduled by mutual consent between the Principals and the School Board or its duly designated officials during school hours, three (3) members of the Principals' negotiating team will be released from their regular administrative responsibilities for this purpose without loss of pay.

**Section 12. Religious Leave:** Principals may be granted up to three (3) days of religious leave. Principals must make application, including a brief summary of details of the request to Human Resources at least three (3) days prior to the religious leave. Human Resources will notify the Assistant Superintendent, Division of Leadership, Teaching and Learning to make the necessary arrangements allowing the Principal to make up the days at some other prearranged time. However, a Principal may utilize provisions outlined in Section 6, Personal Leave, or Section 1 Sick Leave, if so desired. If the Principal chooses none of the options as outlined herein, leave may be granted with full loss of pay. At no time shall more than two percent (2%) of the Principals be granted religious leave on a given contract day.

### **Section 13. Extended Leave of Absence:**

Subd. 1. Authority: Pursuant to Minnesota Statutes 122A.46 and 354.094, the School Board may grant an extended leave of absence of at least three (3) years but no more than five (5) years. However, the granting of extended leaves of absence is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all extended leaves if, in the judgment of the School Board, such leaves should not be granted.

Subd. 2. Conditions: The School Board will consider the granting of extended leaves only under the conditions as they are described in M.S. 122A.46 and 354.094.

Subd. 3. Eligibility: Principals must have a minimum of seven (7) consecutive years of full-time teaching service in the District and at least ten (10) years of allowable service as defined in Section 354.05, Subdivision 13 to be eligible for extended leave of absence.

Subd. 4. Requests: Requests for extended leaves of absence must be submitted to the Executive Director of Human Resources by April 1st of the school year immediately preceding the school year for which the extended leave would commence.

Subd. 5. Reinstatement: A Principal returning from an extended leave of absence will be reinstated to a position in accordance with the Principal transfer process and in accordance with MN Statute 122A.46. according to the following guidelines and subject to the following conditions:

- a. That the Principal is not physically or mentally disabled from performing the essential duties of such position.
- b. That the Principal has provided timely notification of intent to return as defined in Subdivision 6 of this Section.

Subd. 6. Notification of Return: The School Board is not obligated to reinstate any Principal who is on an extended leave of absence pursuant to Section 122A.46 unless the Principal advises the School Board in writing of the intention to return before February 1st in the school year preceding the school year in which the Principal wishes to return or by February 1st in the calendar year in which the leave is scheduled to terminate. The District may initiate termination of employment proceedings against any Principal who fails to respond in writing by February 1st in the calendar year in which the leave is scheduled to terminate.

### **Section 14. Unrequested Leave of Absence**

Subd. 1. Purpose: The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

Subd. 2. Definitions:

- a. For the purpose of this Article, a “principal” shall mean a continuing contract principal or assistant principal of a secondary or an elementary school, or a principal or assistant principal on special assignment within the district.
- b. For purposes of this Article, “seniority” shall mean employment under a continuing contract as principal or assistant principal with a seniority date determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority standing, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.
- c. Notwithstanding any other provision of this Article, a continuing contract principal who has held seniority as a principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

Subd. 3. Establishment of a Seniority List:

- a. A continuing contract principal who works on a continuous contract, or an administrator, not currently serving as a principal but who has rights will be placed on the appropriate seniority list. i.e. Principal, Teacher.
- b. Time served as an acting principal establishes the date of seniority if employment in the same category is immediately continued upon completion of the acting principalship.
- c. Probationary principals shall acquire seniority after completion of the probationary period and upon such completion their names will appear on the seniority list with a seniority date relating back to the first date of employment in the Osseo Principal’s Association bargaining group.
- d. In the event the principals have equal seniority, their seniority ranking shall be determined by:
  1. Length of continuous working experience in the District including approved leaves of absence
  2. Lower file folder number with the Minnesota Department of Education

Subd.4. Placement on Unrequested Leave of Absence:

- a. No continuing contract principal or assistant principal shall be placed on unrequested leave of absence while a probationary principal is in position.
- b. Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the principal seniority list.
- c. In the event of a tie in seniority the district retains the right to choose the principal that will be displaced.

Subd 5. Reinstatement:

- a. Principals shall be recalled from an unrequested leave of absence to available positions in the School District for which they are both certified and for which they are qualified pursuant to the provisions of this Article. Principals will be recalled to available positions in inverse order in which they were placed on unrequested leave of absence.
- b. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the Association of principals.
- c. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed as provided in this Article to fill such vacancy unless the principal on unrequested leave declines the position.
- d. Notification shall be by certified mail to the last known address of the principal as recorded in the Human Resources office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within ten (10) business days after receipt of notification, the principal shall be removed from the recall list.
- e. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.
- f. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.
- g. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within ten (10) business days after the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

**ARTICLE IX  
PROFESSIONAL FUNDS**

**Section 1. Professional Associations Fund:** The School Board will establish a fund for the purpose of payment of membership dues in appropriate professional organizations in an amount not to exceed \$1,200 annually for each Principal.

**Subd. 1. Cost of Membership:** Normally, the District will pay the cost of membership in one (1) national Principals' organization and its state affiliate. However, should a Principal desire affiliation in another professional organization because of a special interest or special project assignment, they may request approval for membership.

Subd. 2. Application Process: The Principal must submit a BA 9 (Check Request Form) accompanied by the membership application or renewal form to the Assistant Division of Leadership, Teaching and Learning. The appropriate Assistant Superintendent must approve all organizational dues.

Subd. 3. Organizations Excluded: The District shall not pay dues for any "Employee organization" means any union or organization of public employees" as defined in M.S. §179A.03, Subdivision 6.

Subd. 4. Combining Professional Funds and Conference Fund: The allocation for professional associations may be combined with funds allocated for professional conferences; however, participation in professional associations is a priority. Any funds remaining at the end of each year will automatically be transferred to the Principal's Professional Conference Fund.

Subd. 5. Transferability: The Professional Associations Fund cannot be transferred or used for other Principals in the District.

**Section 2. Professional Conference Fund:** The School Board will establish a fund for the purpose of covering conference expenses such as: registrations, mileage, meals, lodging, parking and transportation. The cost will be associated with attendance at approved seminars/conferences/workshops.

Subd. 1. Amount: Effective July 1, 2015, a two (2) year allocation of \$2,400.00 will be established for each Principal. The allocation is renewed every two (2) years.

Subd. 2. Carry over: Any funds remaining at the end of contract year one (1) will carry over to contract year two (2). In the instance that a Principal is not able to expend their conference funds during the two (2) year period due to circumstances out of their control, the Principal may request approval to carry over their conference funds into the following year.

Subd. 3. Approval Process: All requests to attend a seminar/conference/workshop shall be made to the appropriate Assistant Superintendent. All seminar/conference/workshop attendance requires the prior approval of the appropriate Assistant Superintendent.

Subd. 4. Assignment Provision: If the appropriate Assistant Superintendent deems that a Principal is in need of improving their skills in a particular area, the Assistant Superintendent may assign a person to attend a seminar/conference/workshop. The costs will be charged to the Principal's Professional Conference Fund. However, there may be special projects, which are priorities of the District, where an Assistant Superintendent may request attendance at a seminar/conference/workshop. These expenses will be exempt from the Principal's Professional Conference Fund.

Subd. 5. Fund Exclusion: Principals may not access building-level staff development funds. They may access other staff development funds that are given to a building from sources like exemplary staff development funds or other grants.

Subd. 6. Combining Conference Fund and Professional Fund: The allocation for professional conferences may be combined with funds allocated for professional associations.

Subd. 7. Transferability: The professional seminar/conference/workshop funds cannot be transferred or used for other Principals or employees in the District.

## **ARTICLE X GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by a Principal resulting in a dispute or disagreement between the Principal and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

**Section 2. Representative:**

- a. The Principal, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.
- b. The Association may be represented at any level of the grievance procedure.

**Section 3. Definitions and Interpretations:**

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

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

Subd. 4. Filing: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or if filed electronically, the electronic time stamp shall be used to determine compliance with the provisions of this section.

Subd. 5. Decisions: All decisions rendered, with the exception of decisions rendered at Level One of this grievance procedure, shall be in writing setting forth the decision and will be transmitted to all parties of interest and to the Association.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Such grievances must be filed in writing first with the supervisor and the Human Resources department. Failure to file any

grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one (1) level to another within the time periods hereafter provided shall constitute a waiver of the grievance informally between the Principal and the School Board's designee.

**Section 5. Adjustment of Grievances:** The School Board, the Principal, and the Association's representative shall attempt to adjust grievances which may arise during the course of employment of any Principal within the District in the following manner.

**Subd. 1. Informal Discussion:** Before a written grievance is submitted, informal discussions shall take place between the aggrieved party, the supervisor and the Association representative. Through these discussions the parties shall attempt to resolve the problem.

**Subd. 2. Level I:** If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance in writing to the Executive Director of Human Resources. The Executive Director of Human Resources or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Subd. 3. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or their designee shall issue a decision in writing to the parties involved.

**Subd. 4. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event, the School Board reserves the right to reverse or modify such decision.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Principal may appeal it to the next level.

**Section 8. Arbitration Procedures:** In the event that the Principal and School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Material Request: Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
  1. The issues involved
  2. Statement of the facts
  3. Position of the grievant
- b. The School Board shall make a similar submission of information in accordance with Subd. 4. a. of this Section.

Subd. 5. 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 de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of the arbitration decisions as provided in the PELRA.

Subd. 7. 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 and any other expenses, which the parties mutually

agree are necessary for the conduct of the arbitration. The cost of a transcript or recording shall be borne by the party requesting it.

**Subd. 8. 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 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 its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

### **Section 9. General:**

**Subd. 1. Reprisals:** No reprisals of any kind will be taken by the School Board or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

**Subd. 2. Principals' Rights:** Nothing herein shall be construed to limit, impair or affect the right of any Principal, or group of Principals, as provided in state statutes.

## **ARTICLE XI DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the Association representing the Principals of Independent School District 279. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. All matters not covered by this Agreement are hereby reserved to the School Board.

**Section 3. Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except as provided in Article XI, Section 5.

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

**Section 5. Savings Clause:** Any provision of this Agreement found to be in violation of any applicable laws, rules, regulations, directives or orders shall be subject to renegotiation insofar as any provision is in violation of such applicable laws, rules, regulations, directives or orders.

**MEMOS OF UNDERSTANDING**

between

**OSSEO AREA SCHOOLS (ISD 279)**

and

**OPA – OSSEO PRINCIPALS’ ASSOCIATION**

**Topic**

- Principal Severance Pay
- TRA Extended Leave of Absence
- Limits to Long-Term Disability Insurance Coverage

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## Principal Severance Pay

**EFFECTIVE DATE:** July 1, 2015

**AGREEMENT:**

Subject to the limitations listed below, the District will contribute severance pay to eligible Principals into the following plans subject to state and federal maximum contribution limits:

- Post-Retirement Health Care Savings Plan – \$20,000  
Principals who are exempted from participating in the Post-Retirement Health Care Savings Plan, as per IRS guidelines, must contribute 100% of severance into the Severance Pay Deferral Plan.
- Severance Pay Deferral Plan (403(b)) The balance of any remaining funds after the maximum contribution to the Post-Retirement Health Care Savings Plan is met, will be deposited into the Severance Pay Deferral Plan (403(b)).  
The District's annual contribution into the retiree's Severance Deferral Plan account must not exceed the IRS contribution limit during any given year. Any remaining balance will be paid into the Severance Deferral Plan in future consecutive fiscal years to the extent allowable by the IRS.

All District payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment.

OPA members will agree to the amount distribution of severance in the Post-Retirement Health Care Savings plan and the related balance for the term of this contract. All OPA members retiring will be required to accept the distribution as defined by OPA members for that applicable year.

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

This agreement does not set any precedent for any future issue.

## TRA Extended Leave of Absence

**EFFECTIVE DATE:** July 1, 2017

**AGREEMENT:**

The School Board will make available to Principals a one-time opportunity for Principals to exercise an option for an extended leave of absence (up to 5 years) with the District paying the employer's portion of Teachers Retirement Association (TRA) contributions.

**CONDITIONS:**

- The District will pay the **employer's contribution only** to the Teachers Retirement Association (TRA).
- The District must receive the Principal contribution by June 1<sup>st</sup> of each year in order for the Principal to be eligible for the payment of the employer's contribution. As per TRA regulations, any interruption in payments will disqualify the Principal from the purchase of TRA service credits for the duration of the leave.
- The TRA contribution will be based on the Principal's salary contract amount not to exceed a 1.0 FTE assignment.
- If the Principal is employed by another Minnesota public school district as a Principal (TRA) while on this leave of absence, TRA contributions from Osseo will cease.
- The Principal will maintain their seniority date while on the leave of absence.
- This MOU expires effective at the end of the above expiration period and benefits will not continue without mutual agreement.

**ELIGIBILITY:**

Principals must:

- a. Have a minimum of seven (7) consecutive years of full-time teaching service in the District.
- b. Have at least ten (10) years of allowable service as defined in MN Statute Section 354.05, Subdivision 13.
- c. Be currently in an assignment of .8 FTE or more in the District.

**APPLICATION:**

A Principal must submit an application to the Assistant Superintendent of Human Resources by April 1, of the year preceding the school year for which the extended leave would commence.

**REINSTATEMENT:**

A Principal returning from an extended leave of absence will be reinstated to a position in accordance with the Principal transfer process and in accordance with MN Statute 122A.46 according to the following guidelines and subject to the following conditions:

- a. That the Principal is not physically or mentally disabled from performing the essential duties of such position.
- b. That the Principal has provided timely of intent to return as defined in Subdivision 6 of this Section
- c. Notification of Return: The School Board is not obligated to reinstate any Principal who is on an extended leave of absence pursuant to MN Statute Section 122A.46 unless the Principal advises the School Board in writing of the intention to return before February 1st in the school year preceding the school year in which the Principal wishes to return or by February 1st in the calendar year in which the leave is scheduled to terminate.

## Limits to Long-Term Disability Insurance Coverage

**EFFECTIVE DATE:            Upon date of contract ratification**

Long-term disability coverage for chemical dependency and mental health will be limited to a combined 24 months of coverage per claim. The limitations will go into effect contingent on the agreement of with all other bargaining groups in Osseo Area School District. If no agreement is reached among the groups, this language will be void. In the interim follow Article VIII, Section 3, Subd. 4.