

AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 256
and
RED WING PRINCIPALS' ASSOCIATION
Red Wing, Minnesota 55066

~~2018-19~~2020-21
~~2019-20~~2021-22

Approved by the School Board on ~~December 17, 2018~~TBD

Table of Contents

| | |
|--|----|
| ARTICLE 1: PURPOSE | 3 |
| ARTICLE 2: RECOGNITION OF EXCLUSIVE REPRESENTATIVE | 3 |
| ARTICLE 3: DEFINITIONS | 3 |
| ARTICLE 4: SCHOOL DISTRICT RIGHTS | 4 |
| ARTICLE 5: PRINCIPAL RIGHTS | 5 |
| ARTICLE 6: PROFESSIONAL DEVELOPMENT | 6 |
| ARTICLE 7: DUTY LEAVE AND LEAVES OF ABSENCE | 8 |
| ARTICLE 8: INSURANCE AND HRAS | 10 |
| ARTICLE 9: OTHER BENEFITS | 12 |
| ARTICLE 10: SALARY | 13 |
| ARTICLE 11: SEVERANCE PAY | 15 |
| ARTICLE 12: RETIREMENT BENEFITS | 15 |
| ARTICLE 13: UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY | 16 |
| ARTICLE 14: OTHER PROVISIONS | 18 |

ARTICLE 1: Purpose

Section 1.1. Parties: This agreement is entered into between the School Board of Independent School District No. 256, Red Wing, MN, hereinafter referred to as the "School District" and the Red Wing Principals' Association, hereinafter referred to as "Exclusive Representative" pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA to provide the terms and conditions of employment for Principals from July 1, ~~2018-2020~~ through June 30, ~~2020~~2022.

ARTICLE 2: Recognition of Exclusive Representative

Section 2.1. Recognition: In accordance with the PELRA, the School District recognizes the Red Wing Principals' Association as the Exclusive Representative of Principals employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2.2. Appropriate Unit: The Exclusive Representative shall represent all the Principals of the District as defined in this Agreement and in said Act.

ARTICLE 3: Definitions

Section 3.1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions and benefits, and the employer's personnel policies affecting the working conditions of the employees. The term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of M.S. 179.66 regarding the rights of public employers and the scope of negotiations.

Section 3.2. Principal: The term "Principal" shall mean each person in the unit employed by the School Board in a position for which the person must be licensed as a principal by the State of Minnesota and devotes more than 50% of his/her time to such administrative and supervisory duties.

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. Principal or Employee: Reference to employee in this Agreement shall mean a member of the appropriate unit.

Section 3.5. Other Terms: Terms not defined by this Agreement shall have those meanings as defined by PELRA.

ARTICLE 4: 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 on 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, and the organizational structure, selection, direction, and number of personnel.

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

Section 4.3. Effects of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules and 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. The Exclusive Representative also recognizes that the School Board, all employees 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 provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and 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 managerial rights and managerial functions not expressly reserved herein, and all managerial rights and managerial functions not expressly delegated by this Agreement are reserved to the School District.

ARTICLE 5: Principal Rights

Section 5.1. Right to Views: Pursuant to M.S. 179.65, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Principal or his/her representative to 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 or employment or circumvent the rights of the Exclusive Representative if there is one; nor shall it be construed to require any employee to perform labor or services against his/her will.

Section 5.2. Right to Join: Employees shall have the right to join labor employee organizations, and shall have the right not to join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of employment for such employees.

Section 5.3. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluation and files generated relating to each Principal shall be available during regular school business hours to each individual employee upon his/her written request. The Principal shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the school district may destroy such files as provided by law.

Section 5.4. Meet and Confer: The Exclusive Representative may meet and confer with the School Board or its representative(s) pursuant to M.S. 179A.07, Subd. 3 and M.S. 179A.07, Subd. 4. Meet and confer is defined in M.S. 179A.08, Subd. 2.

ARTICLE 6: Professional Development

The School District shall expect the Principal to be up-to-date on the knowledge and technology of the profession. To facilitate this:

Section 6.1. Professional Associations:

Subd.1. The School District will pay up to \$1,500 per principal towards membership in such professional associations as are approved by the Superintendent of Schools.

Subd.2. When professional liability insurance is not provided through such membership, the cost of liability insurance coverage commensurate to that provided to a Principal through their membership may be included in the \$1,500 maximum payment.

Subd.3. The \$1,500 will be available to each Principal regardless of his/her contract percentage.

Section 6.2. Sabbatical Leave: The School District may authorize a sabbatical leave for a Principal. Such leave may be for an academic year or a fraction thereof. During such leave, the salary will be paid on the basis of one-half of the regular salary. Under normal conditions, only one Principal may be on an academic year sabbatical leave at any one time. However, an additional Principal may be approved for short-term leaves at the discretion of the School District.

~~Subd.1.~~ Any Principal may be eligible for such leave after serving four years in the School District. The Principal receiving sabbatical leave shall be obligated at the completion of the sabbatical leave to return service to the School District on the basis of two months for each month of sabbatical leave. However, the Principal may fulfill this obligation by repaying to the School District the salary paid to the Principal while on sabbatical leave.

Subd 2. A Principal on an approved sabbatical leave of absence may elect to continue to participate in the group health/hospitalization insurance, dental insurance and life insurance programs. The School Board contribution toward the insurance programs in which the principal elects to participate shall be one-half (1/2) of what would normally be paid if the principal were not on sabbatical leave.

Section 6.3. Professional Conferences: The School District may allow principals professional leave to attend national institutes, conferences, conventions or workshops. No more than two (2) Principals shall attend a national conference at the same time.

Section 6.4. Coursework: The School District will pay the expenses incurred by a Principal while taking courses as approved by the Superintendent designed to improve administrative competencies. Such expenses shall include tuition, books and fees.

-Subd.1. The Principal shall apply for this benefit by a letter/memorandum directed to the Superintendent stating the estimated costs for the program and outlining the course(s) to be taken. This may be fully approved, approved in part, or rejected.

-Subd.2. If the request is approved, the District will reimburse costs for these courses up to the approved amount. Receipts/invoices must be supplied for expenses to be reimbursed.

-Subd.3. If the Principal resigns within one year of taking the reimbursed courses, the Principal will repay 2/3 of the costs from the prior year. If the Principal resigns within two years of taking the reimbursed courses, the Principal will repay 1/3 of the costs from the prior year. If the Principal resigns three years after taking the reimbursed courses, no repayment is required.

Section 6.5. Arrangements for Professional Leave: Arrangements for professional leave shall be applied for in advance and subject to approval or denial by the Superintendent of Schools.

Section 6.6. Coding of Costs: A principal's staff development costs and professional association dues will be paid with funding separate from the building staff development FTE allocation or other building restricted sources.

ARTICLE 7: Duty Leave and Leaves of Absence

Section 7.1. Work Year Calendar: The School District shall establish the calendar for the school year and determine through the Superintendent, a period of employment for each member of the Principals' Association as set forth in Article 10, Section 1. Weeks (days) of employment will be set out in the master contract.

Section 7.2. Duty Day: If a duty day is lost for any emergency, each Principal shall perform duties on such other day in lieu thereof as the School District or its designated representative shall determine.

Section 7.3. Hours of Employment: The specific hours for each Principal may vary according to the needs of the educational program of the School District. Regular office hours are to be posted and maintained as agreed to by the Superintendent in conformance with School District policies. The School District and members of the Principals' Association recognize that supervisory and managerial responsibility will require effort and time beyond basic office hours.

Section 7.4. Holidays: Each Principal will be granted ten (10) paid holidays: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, and one (1) additional day to be determined prior to July 1 of each year. A Principal employed less than full-time (100%) will be granted holidays proportionate to the percent of his/her contract.

Section 7.5. Unused Vacation Days: In the event a Principal does not use all of his/her available vacation days the unused days may be carried over for a period of one contract year.

Section 7.6. Sick Leave (Disability/Illness): Each Principal shall be granted twelve (12) contract days of sick leave (disability/illness) per school year to be used any time during the school year upon notification to the Business Office, when, because of illness or accident, he/she is unable to perform contract duties.

Subd.1. -A Principal who has accumulated fifty (50) sick leave (disability/illness) days or more shall thereafter be granted fifteen (15) sick leave (disability/illness) days equal to the percent of his/her contract per school year.

Subd.2. A Principal employed less than full-time (100%) will be granted days of sick leave proportionate to the percent of his/her contract.

Subd.3. An individual assuming an administrative position will not lose accrued sick leave days earned in another non-administrative position with the school district as long as a continuous employment status has been maintained. This combined accrued sick leave will be used as the basis for any related benefits as defined in the contract.

Section 7.7. Funeral Leave:

Subd.1. A maximum of five (5) days of funeral leave will be granted to each Principal at the time of death of a member of the Principal's immediate family with no loss of pay or deduction from accumulated disability/illness leave or vacation.

Subd.2. In those cases where more than five (5) days are necessary for a funeral because of distance, arrangements, legal involvements, or extraordinary circumstances additional days (not to exceed ten (10) days) of funeral leave may be granted and deducted from the Principal's accumulated disability/illness leave or vacation. Such leave shall be requested of and approved or denied by the Superintendent.

Subd.3. Immediate family is defined as a Principal and/or spouse and the following related to either: child and spouse, stepchild and spouse, ward, parent, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren and domestic partner.

Subd.4. Funeral leave of two (2) duty days per school year shall be granted by the Superintendent to attend a funeral of other close relatives/friends. The day of absence shall be deducted from the Principal's disability/illness leave or vacation.

Subd.5. Upon prior notification to the Superintendent, a Principal may be absent one (1) duty day per school year without loss of pay to serve as a pallbearer. The day of absence shall be deducted from the Principal's disability/illness leave or vacation.

Section 7.8. Jury Duty: A Principal called to jury duty may serve. Any reimbursement for such service will be turned over to the School District.

Section 7.9. Other Leaves: Personal, family or business leave will be arranged with the Superintendent. The school district will comply with federal and state statutes regarding Parental or Family-Medical Leaves.

Section 7.10. Work Stoppage: In the event of a strike or work stoppage by other groups of district employees, members of the Principals' Association will be on duty to carry out School District policies and to insure the safety of personnel and property. The compensation for a Principal will not be halted or suspended due to strikes or work stoppages by other employees.

ARTICLE 8: Insurance and HRAs

Section 8.1. Health and Hospitalization Insurance—Single Coverage: The School District shall contribute a monthly sum not to exceed 90% of the \$3000 deductible premium cost toward the premium for individual coverage for each full-time principal employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. The School District contribution will be reduced by an employee/policyholder initial contribution of \$10 each month. The School District contribution can be made toward either the \$3000 or \$5000 single plan. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the principal(s). Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 8.2. Health and Hospitalization Insurance—Family Coverage: The School District shall contribute a monthly sum not to exceed 85% of the \$6000 deductible premium cost toward the premium for family coverage for each full-time principal employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. The School District contribution will be reduced by an employee/policyholder initial contribution of \$10 each month. The School District contribution can be made toward either the \$6000 or \$10,000 family plan. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the principal(s). Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 8.3. Health and Hospitalization Insurance—Family Coverage for Married Couples: Principals/teachers married to one another may combine the School District's contributions (one employee's family contribution and the other employee's single contribution) toward one family premium. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the principal/teacher(s). Any additional cost of the premium shall be borne by the principal(s) and paid by payroll deduction.

Section 8.4. Health Reimbursement Account (HRA) Contributions:

Subd.1. Each full-time principal covered by a single or family School District high-deductible health and hospitalization insurance plan will receive a \$75/month School District contribution paid on a bi-monthly basis toward the employee's HRA plan.

Subd.2. Additional contributions of wellness incentives not to exceed \$900/year (in \$300 increments) to the HRA will be granted if the employee meets requirements outlined in plan specifications. These wellness incentives will be paid to the HRA plan as earned.

Subd.3. For School District principals/teachers married to one another who are both covered by a School District high-deductible plan, each principal/teacher will receive the \$900/year HRA contribution and the opportunity to earn wellness incentives not to exceed \$900/year (in \$300 increments).

Subd.4. No HRA contribution shall exceed IRS eligibility limits in a year; if the limit is reached, the remaining potential School District contribution shall be waived for the remainder of the year.

Subd.5. Each employee becomes vested in the HRA plan upon the School District's first payment into the employee's HRA plan.

Section 8.5. Life Insurance: The School Board shall contribute the full monthly premium of a One Hundred Fifty Thousand (\$150,000) Dollar Term Life and AD&D Insurance Policy for each eligible Principal who is enrolled in the School Board group life insurance program. The Principal will have the option to purchase life insurance coverage for up to twice his/her salary.

Section 8.6. Dental Plan: For each Principal, the School District will pay the following premiums depending on the dental insurance plan selected by the Principal:

| Plan Selected | Amount Paid |
|---|---|
| Single base dental plan or Single “high” dental plan | The School District pays the same amount as the premium for the single base dental plan. The Principal pays the remaining portion of the premium. |
| Employee+1 base dental plan or Employee+1 “high” dental plan | The School District pays the same amount as the premium for the employee+1 base dental plan. The Principal pays the remaining portion of the premium. |
| Family base dental plan or Family “high” dental plan | The School District pays the same amount as the premium for the family base dental plan. The Principal pays the remaining portion of the premium. |

Section 8.7. Long Term Disability Insurance: The School District will pay the premium for income protection insurance under the district insurance plan for each Principal employed a minimum of 600 hours per year. The plan shall provide the maximum of 66 2/3% of the monthly salary not to exceed \$5,000 after 90 calendar days. The School Board may grant up to sixty days sick leave for the purposes of this section.

Section 8.8. School-Sponsored Health Clinic: If provided to at least one (1) other employee group, the School District will provide a school-sponsored health clinic, fully funded by the School District and at no cost to principals who are insured through the School District. The School District’s Labor-Management Committee will work with the clinic provider and School District to determine the specifications of the school-sponsored health clinic. The school-sponsored health clinic may be dissolved if mutually agreed upon between the School District and the School District’s Labor-Management Committee.

Section 8.9. Eligibility: For the purpose of this Article each Principal shall be eligible for contributions and participation in health/hospitalization, dental, and life insurance programs in accordance with the following:

Subd.1. A Principal employed on a seventy-five (75%) percent contract or more for the full year shall be eligible for full participation in the group insurance programs established by this Article.

Subd.2. A Principal employed on a fifty (50%) percent or more, but less than a seventy-five (75%) percent, contract for the full year shall be eligible to participate in the group insurance programs established by this Article. The School District's contribution for the insurance program's premium shall be a percent of the amount paid for a full-time Principal equal to the percent of his/her contract.

Subd.3. A principal employed on less than a fifty (50%) percent contract shall not be eligible to participate in the group insurance programs established by this Article.

Section 8.10. Unpaid Leave of Absence: A Principal on an approved unpaid leave of absence may elect to continue to participate in the group health/hospitalization insurance, dental insurance and life insurance programs. A Principal who elects to continue to participate shall pay the entire monthly premium of the coverage in which they elect to continue participation for a period not to exceed three (3) years.

ARTICLE 9: Other Benefits

Section 9.1. Car Allowance: Car allowances will be used solely for District business mileage using the Principal's private vehicle either in or out of the District. Car allowances will be set at \$150 per month for Principals as of the first month following the contract date. A Principal may take that allowance or may decline it and elect to submit expense vouchers logging the business mileage for reimbursement. Expense vouchers must be submitted monthly. Car allowance is pro-rated based on contract percentage.

Section 9.2. Matching Annuity Program:

Subd.1. Each principal may participate in the district matching annuity program as provided in M.S. 356.24.

Subd.2. District Contribution: The School District shall match annually up to \$5500 to a 403(b) annuity on a dollar for dollar basis for each full-time Principal. For less than full-time Principals, annuity will be pro-rated based on contract percentage.

Subd.3. District procedures will be followed when participating in the matching annuity program.

Section 9.3. Health Care Savings Plan: The School District shall contribute \$1200 annually to a Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS) for each Principal and Assistant Principal.

ARTICLE 10: Salary

Section 10.1. Base Salary: The salary steps and days of employment are as listed. Additional days may be added, with mutual consent of the Principal and District, prior to July 1 of the affected year. The Exclusive Representative will be informed of any changes. Any reduction in days and corresponding adjustments in salary shall be subject to meet and confer and made in accordance with M.S. 122A.40, Subd. 11. Any discontinued position or positions shall be made in accordance with M.S. 122A.40, Subd. 11.

Subd.1. Administrative annual salaries effective July 1, ~~2018-2020~~ through June 30, ~~2019-2021~~ shall be:

| Assignment | Days | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|--------------------|------|-----------|-----------|-----------|-----------|-----------|-----------|
| HS Principal | 240 | \$120,204 | \$121,378 | \$122,550 | \$123,723 | \$124,898 | \$126,070 |
| MS Principal | 240 | \$116,229 | \$117,376 | \$118,524 | \$119,670 | \$120,818 | \$121,964 |
| ES Principal | 230 | \$109,556 | \$110,623 | \$111,692 | \$112,761 | \$113,830 | \$114,898 |
| Asst. HS Principal | 230 | \$106,675 | \$107,715 | \$108,755 | \$109,797 | \$110,836 | \$111,876 |
| Asst. MS Principal | 225 | \$91,997 | \$92,964 | \$93,931 | \$94,898 | \$95,866 | \$96,832 |
| Asst. ES Principal | 215 | \$83,052 | \$83,931 | \$84,809 | \$85,687 | \$86,567 | \$87,445 |

Subd.2. Administrative annual salaries effective July 1, ~~2019-2021~~ through June 30, ~~2020-2022~~ shall be:

| Assignment | Days | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|--------------------|------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| HS Principal | 240 | \$122,609 | \$123,806 | \$125,002 | \$126,197 | \$127,396 | \$128,591 |
| MS Principal | 240 | \$118,553 | \$119,723 | \$120,895 | \$122,064 | \$123,234 | \$124,403 |
| ES Principal | 230 | \$111,747 | \$112,836 | \$113,926 | \$115,016 | \$116,107 | \$117,196 |
| Asst. HS Principal | 230 | \$108,809 | \$109,869 | \$110,930 | \$111,993 | \$113,053 | \$114,114 |
| Asst. MS Principal | 225 | \$93,837 | \$94,824 | \$95,810 | \$96,796 | \$97,783 | \$98,769 |
| Asst. ES Principal | 215 | \$84,713 | \$85,610 | \$86,506 | \$87,401 | \$88,298 | \$89,193 |

Subd.3. The top of the steps is the salary which is considered fair and equitable compensation for an employee who is fully qualified from the standpoint of training and experience and who has proven his/her ability to perform effectively in all areas for which he/she is accountable.

Subd.4. A minimum level of performance will be the achievement of the standards of performance mutually agreed upon by the Principal and his/her supervisor and the Superintendent.

Subd.5. The School Board will set the initial salary based upon experience and education and will maintain the right to adjust weeks worked for all employees.

Section 10.2. Career Increment: A career increment will be added to the above salaries:

 Beginning of 5th year \$500
 Beginning of 10th year \$1,000

Section 10.3. Pay Deductions: In the event that a Principal is absent without paid leave and a pay deduction is to be made for such absence, the amount of deduction shall be the annual salary divided by the number of contract days times the total days absent.

ARTICLE 11: Severance Pay

Section 11.1. Eligibility: A full-time Principal who has completed a minimum of seven (7) years of continuous service with Independent School District No. 256 is eligible for severance pay when a resignation/retirement has been accepted by the School Board. Severance shall not be granted to any Principal who has been discharged or terminated pursuant to M.S. 122A.40.

Section 11.2. Basis of Severance Pay:

Subd.1. Severance pay shall be the Principal's accumulated sick leave to a maximum of one hundred (100) days. The severance rate of pay is based on the following formula for every unused sick leave day:

- 1 - 35 days @ 65% of daily rate;
- 36 - 70 days @ 70% of daily rate;
- 71-100 days @ 75% of daily rate.

~~Subd.2.~~ District contributions to matching annuity will be subtracted from severance and/or retirement payments.

Subd.3. The payment shall be made to the Principal's Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS).

ARTICLE 12: Retirement Benefits

Section 12.1. Annual HRA Payments: A Principal who retires shall receive an annual district contribution to \$11,500 placed into the district sponsored Health Reimbursement Arrangement, (HRA) which will be available to be used for medical insurance premiums and or other eligible medical expenses. The retiree may purchase District group health insurance with these proceeds or may select a different plan through a private vendor. Eligibility for coverage shall continue for 96 months following the date of retirement or the attainment of Medicare eligibility; however, if group coverage is dropped, the retiree cannot re-enroll in the District's health plan.

Section 12.2. Attainment of Medicare Eligibility: Upon attainment of Medicare eligibility, the employee will then receive a contribution equal to the premium for the single supplemental insurance plan offered by the District. In any case, if the retiree chooses family, 1 + 1 health insurance coverage, the additional cost of the premium shall be borne by the retiree and shall be paid to the School District before the first of the month as a condition of continuation of the insurance coverage and employer contribution.

ARTICLE 13: Unrequested Leave of Absence (ULA) and Seniority

Section 13.1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A, Subd. 10., which shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 13.2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

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

Subd.2. Group 1 Principals: “Group 1 Principals” shall include High School Principals, Middle School Principals, and Elementary Principals.

Subd.3. Group 2 Principals: “Group 2 Principals” shall include Assistant High School Principals, Assistant Middle School Principals, and Assistant Elementary School Principals.

Subd.4. Qualified: “Qualified” shall mean a principal who, in addition to the state license, has, as solely determined by the School District, successfully had experience as a principal in such position within the past five (5) years.

Subd.5. Seniority Date: “Seniority Date” commences with the first day of continuous administrative service as a principal in the School District.

Section 13.3. ULA

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

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

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

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

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

Subd.6. Years of Service: Any principal placed on such leave may engage in administrative work or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 13.4. Realignment: For purposes of placement on ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior principal to a different position for which he/she is not qualified, as defined in Section 2. above, to accommodate the seniority claims of a junior principal.

Section 13.5. Reinstatement:

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

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

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

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

Section 13.6. Establishment of Seniority List:

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

~~—~~Subd.2. Order on Seniority List: Group 1 Principals shall be listed on top of the seniority list in order by seniority with the most senior Group 1 Principal first. Group 2 Principals are then listed in order by seniority with the most senior Group 2 Principal first.

~~—~~Subd.3. Request for Change: Any principal whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of posting to supply written

documentation, proof, and request for seniority change to the Superintendent.

—Subd.4. Final List: Within twenty (20) days from the date of posting, the School District shall evaluate any and all such written communications regarding the order of seniority contained in such list and may make such changes the School District deems warranted. A final seniority list shall then be prepared by the School District, which list, as revised, shall be binding on the School District and any principal.

Section 13.7. Filing of Licenses: For the purposes of developing an accurate seniority list and determining ULA within areas of licensure, each principal is responsible for ensuring that an up-to-date administrative license is on file with the Human Resources Coordinator on January 15th of each year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

Section 13.8. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all principals, as defined in Section 13.2 above, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 13.9. Procedure: Any challenge by a principal who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd.14 or M.S. 122A.41, Subd.7 and, therefore, shall not be subject to the grievance procedure.

ARTICLE 14: Other Provisions

Section 14.1: Term and Reopening Negotiations: This document shall remain in full force and effect for a period commencing July 1, ~~2018-2020~~ through June 30, ~~2020-2022~~ and thereafter until modifications are made pursuant to PELRA.

Section 14.2: Replacement Contract: In the event that a new contract has not been ratified by both the Board and the Red Wing Principals' Association at the end of this contract period, the existing contract shall remain in effect until a replacement contract is ratified.

Section 14.3: Grievance: The procedure for filing of a grievance is provided by law.

PRINCIPALS' ASSOCIATION

Red Wing ISD #256
Red Wing, MN

SCHOOL BOARD

Red Wing ISD #256
Red Wing, MN

President

School Board Chair

Chair, Negotiations Committee

School Board Clerk

Date

Date