



**FOREST LAKE AREA SCHOOLS
FOREST LAKE, MN 55025**

December 5, 2013

AGENDA ITEM: 9.8

**TOPIC: RATIFY 2013-15 AGREEMENT BETWEEN ISD 831 AND
THE FOREST LAKE PRINCIPALS' ASSOCIATION**

BACKGROUND: The employment Agreement Between ISD 831 and the Forest Lake Principals' Association expired on June 30, 2013.

PROCESS: The school district and the Forest Lake Principals' Association have a tentative settlement of the agreement for the time period of July 1, 2013 to June 30, 2015. The Forest Lake Principals' Association has voted positively to ratify this agreement and it is now being presented to the school board for approval.

RECOMMENDATION: Administration recommends approval of the Forest Lake Principals' Association employment agreement for the time period of July 1, 2013 to June 30, 2015. This settlement is within the parameters set by the School Board.

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 831

Forest Lake, Minnesota

and

The Forest Lake Principals' Association

~~**Effective July 1, 2011 through June 30, 2013**~~

Effective July 1, 2013 through June 30, 2015

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AGREEMENT

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 831, (hereinafter referred to as the School District) and the Forest Lake Principals' Association, (hereinafter referred to as the exclusive representative or association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for principals employed by the School District during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Forest Lake 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 P.E.L.R.A., and as described in the provisions of this Agreement.

ARTICLE III

DEFINITIONS

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

Section 2. Appropriate Unit: "Appropriate" unit shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State Board of Education as a principal or assistant principal, who are employed for more than fourteen (14) hours per week and for more than 100 days per year, and who devote more than fifty percent (50%) of their time to administrative or supervisory duties in the capacity of a principal or assistant principal, and excluding all other employees.

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

Section 4. School Board: Any reference to "School District" in this Agreement shall mean the School Board or its designated officials.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The association recognizes that pursuant to the P.E.L.R.A. the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities: The association 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 obligations to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District. The School District has the right and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary. No provisions of this Agreement may be in violation of or conflict with state or federal laws, rules and regulations, directives, findings, determination or order of governmental agencies including but not limited to, the Minnesota and the United States Department of Education. Any specific provisions of this Agreement along with any other relevant collateral provisions, clauses, subdivisions, sections or articles in violation of any state/federal law, rule, regulations, directive, finding, determination or order will automatically become inoperative and unenforceable in any forum, including the grievance procedure in this Agreement. The School District has the obligation and inherent authority to comply with any such law, rule, regulation, directive, finding, determination or order.

ARTICLE V

PRINCIPAL AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to the P.E.L.R.A. nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to contract administration and the conditions of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Principals shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check Off: Principals shall have the right to request and be allowed dues check off for the association. Upon receipt by October 1 of the properly executed individual authorization of the principal involved, the School District will deduct from the principal's paycheck the dues that the principal has agreed to pay to the association during the period provided in said authorization.

Section 4. Fair Share Fee:

Subd. 1. In accordance with the P.E.L.R.A. any principal included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any principal shall

be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

Subd. 2. Upon thirty (30) days' notice, pursuant to Subd. 3 hereof, of the name of the principal and the amount of the fair share fee, the School District shall deduct 1/8 of such fair share fee from the principal's regular salary check beginning with the second payday in October and continuing with the second payday of each month thereafter until fully paid. The association agrees to notify the School District promptly whenever any principal subject to a fair share fee deduction becomes a member of the association, and no further fair share fee deductions for such principal will thereafter be made. The School District shall transmit amounts collected to the association thirty (30) days after deduction, together with the names of employees and amounts being deducted.

Subd. 3. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District, and to each principal to be assessed the fair share fee.

Subd. 4. A challenge by a principal or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. In the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

Subd. 5. The association hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the association as provided herein.

Section 5. Association Representative: Representatives of the association and their respective affiliates shall be permitted to transact official association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations.

Section 6. Information: The parties agree that the association shall have access, upon reasonable notice, to appropriate and available information necessary for the association to exercise its responsibilities as exclusive representative.

Section 7. School Buildings and Facilities: The association shall have the right, upon request, to reasonable use of school buildings and facilities subject to the right of the School District to assess reasonable charges for additional custodian expenses or other additional operational expenses beyond normal maintenance costs resulting from such use provided further that said use shall not interfere with normal school activities or functions.

Section 8. Other Rights: Nothing contained herein shall be construed to deny or restrict to any principal rights he/she may have under the Minnesota School Laws or other applicable laws and regulations.

ARTICLE VI

DUTY YEAR

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

Section 2. Duty Year:

Subd. 1. The principals' duty year will run from July 1 through June 30 of each fiscal year, a twelve (12) month period, and shall include twenty-five (25) days of paid vacation and twelve (12) paid holidays. The number of duty days will be as per Article VII, Section 6. Because of fluctuations in the yearly calendar, there may be years in which the actual duty days may vary by one or two days.

Subd. 2. Principals hired after July 1, 1995 will have a twelve (12) month duty year and receive vacation benefits as per the following schedule. Placement on the schedule will be agreed upon between the School District and the new principal.

- 1st year of service: 20 days (accrued at ≈ 1.66 days/month)
- 2nd year of service: 23 days (accrued at ≈ 1.91 days/month)
- 3rd year and thereafter: 25 days (accrued at ≈ 2.08 days/month)

Section 3. Holidays:

Subd. 1. Principals will have the following twelve (12) paid holidays each year:

- 1. New Year's Day
- 2. Day during the holiday season as scheduled by the Superintendent
- 3. Good Friday
- 4. Memorial Day
- July 4
- 6. Labor Day
- 7. Thanksgiving Day
- 8. Day after Thanksgiving Day
- 9. Christmas Day
- 10. Day during the holiday season as scheduled by the Superintendent
- 11. Floating Holiday (as approved by the Superintendent)
- 12. Floating Holiday (as approved by the Superintendent).

Subd. 2. Rescheduling: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 3. Weekends: In the event that any of the above holidays fall on the weekend, another day in lieu thereof shall be granted as a paid holiday, as scheduled by the Superintendent.

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Section 4. Vacation Days: Vacation days shall be scheduled subject to the approval of the Superintendent. A Principal shall be permitted to carry over a maximum of forty (40) days from one (1) contract year to another. A Principal who is carrying over the maximum number of days from one year to another may be compensated for up to five (5) additional days that would otherwise be lost at the individual principal's daily rate of pay as calculated according to Section 5, below. A principal shall not be permitted to use vacation days during any day that teachers are on duty, during the regular school year, except as provided under Subd. 1.

Subd. 1. A principal shall be permitted to use up to a maximum of five (5) vacation days during days that teachers are on duty during the regular school year, except when disapproved in writing by the Superintendent, requiring the principal's presence on the particular day(s) requested. In the event a principal is assigned to a year round school, vacations may be arranged with the approval of the Superintendent or his/her designee.

Subd. 2. The principal(s) shall notify the Superintendent and/or his/her designee in writing, at least three (3) days prior to the date for intended use of such vacation days requested.

Subd. 3. Principals are required to have a backup principal available during their absence if such absence is during the regular school year with teachers on duty.

Section 5. Vacation Compensation:

Subd. 1. A principal terminating his/her employment shall receive payment for vacation earned for that year and that carried over from the previous year, but not taken or otherwise compensated for. The daily rate for said vacation days shall be based upon Article VII, Section 6 of this Agreement.

Subd. 2. In the event of the death of a principal during the duty year, that principal's beneficiary shall receive payment for vacation earned for that year and that carried over from the previous year, but not taken or otherwise compensated for. If no beneficiary designation is in effect at the time of death, the payment shall be made to the estate of the deceased. The daily rate for said vacation days shall be based upon Article VII, Section 6 of this Agreement.

ARTICLE VII

BASIC COMPENSATION

Section 1. 2013-14 Contract Year: Principals shall be compensated for the 2013-14 contract year pursuant to Appendix A attached hereto.

Section 2. 2014-15 Contract Year: Principals shall be compensated for the 2014-15 contract year pursuant to Appendix B attached hereto. All Principals shall use direct deposit.

Section 3. Pay for Performance:

Subd. 1. Performance Factor: This factor compensates the administrators for general performance of responsibilities based on an evaluation of the administrator's job description. The range of this factor may be up to \$1,025.00 for each of the 2013-14 and 2014-15 school years. This subdivision is not subject to the grievance procedure.

Subd. 2. Focused Objective Factor: This factor is based upon three or more mutually agreed upon goals, which includes one goal directed toward personal improvement of leadership skills. This process or system of improvement shall be at the discretion of the Superintendent following consultation with the individual administrator. In the event that training or seminar attendance is required by the Superintendent as part of the growth plan, it shall be paid by the School District. The range of compensation for the focused objective factor may be up to \$3,075.00 for each of the 2013-14 and 2014-15 school years. This compensation will be equally distributed between the three goals, unless a change in the distribution is mutually agreed upon by both parties. This subdivision is not subject to the grievance procedure.

Subd. 3. Performance and Objective Factors: Based upon the Superintendent's (or designee's) evaluation and recommendation, these factors will be determined individually and compensation due, if any, will be paid as part of the present contract year. These factors shall not be considered a part of the individual's continuing contract.

Subd. 4. Assessment of Performance: For purposes of this article, the Principal or Assistant Principal will receive two performance conferences and one written evaluation during each contract year. If the principal or assistant principal is dissatisfied with the assessment for pay for performance, he/she may request that the superintendent review the assessment. This subdivision is not subject to the grievance procedure.

Section 4. Daily Computation: Except as otherwise defined in this Agreement, in the event it is necessary to calculate a daily compensation, such daily compensation rate shall be obtained by dividing the annual salary by 260. Additional days worked at the request of the Superintendent or his/her designee will be compensated at this rate.

Section 5. Application: The salary stipulated in Appendices A and B hereof are based on the assumption that the employee is employed for the full duty year and regular duty day and continues to occupy a position similar and comparable to the position occupied as of the date of execution of this Agreement. The listing of salary for any principal holding a long-term substitute contract shall not be construed as an offer of the permanent position should the principal on leave resign. In such cases, permanent appointment of a principal can only occur upon affirmative action by the School Board. In the event the employee's position is changed during the duration of this Agreement, the salary shall be adjusted appropriately to reflect a level consistent with the change of position pursuant to criteria utilized to arrive at salary levels in this Agreement and the written salary schedules found in Appendix D attached hereto.

Section 6. Administrator Duty Days: Each administrator's duty days shall be 223 for each contract year.

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District subject to the right of the association to meet and confer on such matter. The School District agrees, however, not to reduce the level of benefits of existing coverage except by mutual agreement of the parties.

Section 2. Medical-Hospitalization Insurance:

Subd. 1. Single and Dependent Coverage: The School District will contribute the full premium for single and dependent medical-hospitalization insurance for all full-time principals employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Principals who elect only single coverage may transfer the difference in cost between single coverage and dependent coverage to their health care reimbursement account.

Section 3. Flexible Benefit Plan: The School District shall sponsor a Flexible Benefit Plan.

Section 4. Health Care Reimbursement Plan: The School District shall sponsor a Health Care Reimbursement Plan which will either make direct payment or provide reimbursement for hospital-medical and

dental insurance and other eligible health care expenses as defined under the provisions of the School District's Health Care Reimbursement Plan.

Subd. 1. All other terms and conditions of the Plan, including but not limited to maximum reimbursements and other administrative procedures shall be set forth under the provisions of the plan document.

Subd. 2. Each eligible employee's Health Care Reimbursement Plan Account shall be credited with \$1020.00 per contract year in equal installments beginning with the first pay date, until modified by a subsequent agreement. This contribution shall be made, for all employees who participate in the District's group Health and Hospitalization insurance plan, into the vested portion of the employee's HRA funds integrated with that Plan. For any employee not participating in the District's group Health and Hospitalization Plan, this contribution will be made into the employee's Retirement Health Care Savings Account in addition to the salary reduction contribution listed in Section 5, below. **

Subd. 3. Eligibility shall be governed by Section 9 of Article VIII, Group Insurance.

Section 5. Retirement Health Care Savings Account (RHCSA): The School District shall sponsor a RHCSA whereby the District will contribute \$1,000/year of a principal's base salary will go into their each employee's RHCSA starting July 1, 2008. **

Section 6. Income Protection Insurance:

Subd. 1. The School District shall deduct from the Principal's paycheck the premium for the current long-term disability plan in effect in the school district for which the Principal is qualified. This deduction shall be made in after-tax dollars. All principals shall participate in the district long term disability policy coverage. The current plan for each principal shall equal 2/3 of principal's regular salary.

Subd. 2. From the date of disability, the School District will continue its contribution for medical-hospitalization and dental insurance for a period not to exceed twelve (12) months if such coverage is not provided through waiver of premiums. Disabled principals may continue as a member of the group at their own expense, subject to restrictions of the carrier.

Section 7. Life Insurance: The School District will provide each full-time principal with \$250,000 (double indemnity and dismemberment) term life insurance policy. The premium for this insurance shall be paid in full by the School District. Each full-time principal may purchase, at their own expense, supplemental life insurance subject to insurance carrier offering.

Section 8. Dental Insurance:

Subd. 1. Single and Dependent Coverage: The School District shall pay the premium for single and dependent dental insurance for all full-time principals employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Principals who elect only single coverage may transfer the difference in cost between single coverage and dependent coverage to their health care reimbursement account.

Section 9. Claims Against the School District: The parties agree that insurance benefits described in this Article and the eligibility of any employee for such benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day, except that a principal who completed the full school year shall be eligible for twelve (12) months of coverage.

Section 11. Continued Coverage: It is the responsibility of the Principal to make arrangements with the school district business office to pay to the school district the monthly premium amount in advance and on such date as determined by the school district for continued medical hospitalization insurance coverage. The principal's right to continue participation in such group insurance, however, shall be in accordance with state law.

Section 12. Survivor Benefits: In the event that a principal dies while in the employ of the School District, the deceased principal's dependent spouse and children shall be eligible for continued District paid group health and dental insurance benefits for a period of one year following the death of the principal. The amount of School District contribution for these benefits will be that amount prescribed in this article of this Agreement at the time of the death of the principal. All the provisions of this section shall be pursuant to M.S. 62A.146, all other State and Federal statutes and any accrued benefits in the Health Care Reimbursement Plan.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time principals shall earn sick leave at the rate of eighteen (18) days for each year of service in the employ of the school district.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 320 days of sick leave per principal. The exception to this subdivision is addressed in the Memorandum of Understanding appended to this Agreement.

Subd. 3. Sick leave pay shall be allowed by the school district whenever a principal's absence is due to illness which prevented his/her attendance at school and performance of duties of that day or days.

Subd. 4. In the event of concern regarding abuse of sick leave, the school district may require that principal to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the principal will be so advised at the time the illness is reported.

Subd. 6. Absence on sick leave will be charged first to the annual allowance of the principal and thereafter to accumulated leave.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form.

Subd. 8. Sick leave may also be used for illness involving the principal's spouse, parent, or child who is under 18 years of age or under 21 years of age and is still attending a secondary school. The specific amount of leave allowed under this section shall be within the discretion of the Superintendent, who shall be guided in his/her determination by what is reasonable under the particular circumstances involved.

Subd. 9. Each employee will be notified on or before the end of the second pay period in September as to his/her accumulated number of sick leave days.

Subd. 10. A principal may utilize available sick leave, subject to the provisions of this section and Section 5 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such a principal shall notify the Superintendent in writing no later than the end of the sixth month of pregnancy indicating intention to utilize sick leave, shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement.

Subd. 11. At the time a principal becomes eligible to receive long-term disability compensation as provided in this Agreement, such principal may continue to use accrued sick leave on a prorated basis, provided the combined benefit does not exceed 90% of salary.

Subd. 12. When a principal is injured on the job in the service of the School District and collecting worker's compensation insurance as well as drawing leave pay and receiving full salary from the School District, the salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave, holidays, and/or vacation days.

Subd. 13. A principal in the School District shall be permitted to utilize the annual sick leave accrual, in advance of accrual, if he/she has performed his/her duties for at least five (5) working days. In the event that such sick days are utilized prior to the earning thereof, such days will be deducted from future accumulations. In the event that a principal who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advance beyond his/her earned accrual. Sick leave days shall not accumulate during a period of time when a principal is on unpaid leave or long-term disability.

Subd. 14. The School District may, in its discretion, grant sick leave beyond the principal's accrual in special circumstances.

Section 2. Bereavement Leave:

Subd. 1. In the case of death in the "immediate family" ("immediate family" shall mean the principal's spouse, child, parent, or parent-in-law), up to five (5) days will be allowed per death without deduction in pay.

Subd. 2. In the case of death in the "close family" ("close family" shall mean the principal's brother, sister, brother-in-law, sister-in-law and grandchildren), up to two (2) days will be allowed per death without deduction in pay.

Subd. 3. Days granted under this section shall not be deducted from sick leave. The particular amount of leave permitted under this section shall be at the discretion of the Superintendent depending upon the circumstances surrounding the death.

Section 3. Emergency Leave:

Subd. 1. A principal may be granted a leave with pay at the discretion of the Superintendent up to three (3) days per year, noncumulative, for situations that arise requiring the principal's emergency attention which cannot be attended to when school is not in session and which are not covered under other School Board policies. Days used will be deducted from sick leave.

Subd. 2. Deaths, funerals, court appearances, and estate settlements are examples of situations where this leave may be granted in the discretion of the Superintendent.

Subd. 3. Requests for emergency leave must be made in writing to the Superintendent at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave if, under the circumstances involved, the Superintendent determines that such leave should not be granted.

Subd. 4. An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.

Subd. 5. Additional emergency leave may be granted in extreme emergencies at the discretion of the Superintendent.

Section 4. Military Leave: Military leave shall be granted to a principal pursuant to M.S. Chapter 192 and other applicable law. Pursuant to Minn. Stat. 471.975:

Subd. 1. Subject to the limits of Subdivision 2, the District will pay to each eligible member of the National Guard or other reserve component of the armed forces of the United States an amount equal to the difference between the principal's basic active duty military salary and the salary the principal would be paid as an active District employee, including any adjustments the principal would have received if not on leave of absence. The pay differential will be based upon a comparison between the principal's daily rate of active duty pay, calculated by dividing the principal's military monthly salary by the number of paid days in the month, and the principal's daily rate of pay for the principal's District salary, calculated by dividing the principal's total District salary by the number of contract days. The principal's salary as a District employee includes the principal's basic salary and any additional salary the principal earns from the District for noncurricular activities. The differential payment under this paragraph is the difference between the daily rates of pay times the number of District contract days the principal misses because of military active duty. This payment will be made only to a principal whose basic active duty military salary is less than the salary the principal would be paid as an active District employee. Payments may be made at the intervals at which the principal received pay as a District employee. Payment under this section will not extend beyond four years from the date the principal reported for active service, plus any additional time the principal may be legally required to serve.

Subd. 2. The District will continue the principal's enrollment in health and dental coverage, and the employer contribution toward that coverage, until the principal is covered by health and dental coverage provided by the armed forces. If the principal had elected dependent coverage for health or dental coverage as of the time that the principal reported for active service, the District will offer the principal the option to continue the dependent coverage at the principal's own expense. The District will permit the principal to continue participating in any pretax account in which the principal participated when the principal reported for active service, to the extent of employee pay available for that purpose.

Subd. 3. An eligible member of the reserve components of the armed forces of the United States is a reservist or National Guard member who was an employee of the District at the time the member reported for active service on or after May 29, 2003, or who is on active service on May 29, 2003.

Subd. 4. For purposes of this section, "active service" has the meaning given in Minnesota Statutes section 190.05, subdivision 5, but excludes service performed exclusively for purposes of:

- (1) basic combat training, advanced individual training, annual training, and periodic inactive duty training;
- (2) special training periodically made available to reserve members; and
- (3) service performed in accordance with section 190.08, subdivision 3.

Section 5. Child Care Leave:

Subd. 1. A principal shall be granted a childcare leave of absence according to the procedures outlined in this section.

Subd. 2. A pregnant principal shall notify the Superintendent in writing not later than the end of the sixth month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. The principal shall submit a written request to the Superintendent for childcare leave, including commencement date and return date. Once a child care leave commences pursuant to this section, a principal shall not be eligible for sick leave pursuant to Section 1 hereof.

Subd. 3. The effective beginning date of such leave and its duration, or resignation if the principal so elects, shall be determined by the School Board for its action. In recommending the date of commencement and duration of the leave, or the effective date of the resignation, the Superintendent shall review each case on its individual merits taking into consideration the following:

1. The continuity of the instructional program for the students. Child care leave dates should normally coincide with the start of the school year or the beginning of a marking period.
2. The desires of the principal.
3. The specific employment duties of the principal involved.
4. The health and welfare of the principal or unborn child.
5. The recommendation of the principal's physician.
6. Any other relevant criteria.

Subd. 4. In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence, or resignation if the principal elects to resign, the School Board may, but shall not, in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the principal to return to her employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the principal and the School District.

Subd. 5. If the principal complies with all provisions of this section and a child care leave is granted by the School District, the School District shall notify the principal in writing of its action.

Subd. 6. A principal returning from child care leave shall be re-employed in a position for which he/she is qualified commensurate with a position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished pursuant to M.S. 122A.40.
2. That he/she is not physically or mentally disabled from performing the duties of such position.

Subd. 7. Failure of the principal to return pursuant to the date determined in this section may constitute grounds for termination in the School District pursuant to M.S. 122A.40.

Subd. 8. 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 School District to have opportunity to evaluate a principal's performance. The parties agree, therefore, that periods of time for which the principal is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay and without fringe benefits.

Section 6. Adoption Leave:

Subd. 1. Adoption leave shall be granted by the School District pursuant to applicable provisions of Section 5 and this section.

Subd. 2. Upon learning of the date of adoption, the principal shall submit a written application for unpaid adoption leave to the School District.

Subd. 3. Adoption leave will commence at the date of adoption and may be for a period of up to one (1) year.

Subd. 4. Paid leave up to five (5) days per adoption may be granted to an adoptive parent. Such days must be used within twenty (20) days of the date of adoption and shall be deducted from the principal's sick leave balance.

Section 7. Medical Leave:

Subd. 1. A continuing contract principal who is unable to perform because of illness or injury and has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Subd. 3. An employee who fails to comply with the provisions of this section or who fails to seek a medical leave as provided in this section may be terminated by the School District pursuant to M.S. 122A.40. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment may be terminated pursuant to M.S. 122A.40.

Section 8. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to principals in the School District for the purpose of professional improvement, subject to the provisions of this section and pursuant to M.S. 122A.49.

Subd. 2. To be eligible for sabbatical leave, an individual must have been continuously employed at least seven (7) years in the School District as a principal.

Subd. 3. Application for sabbatical leave shall be submitted in writing to the Superintendent of Schools no later than February 1 of the previous year. The application for sabbatical leave shall contain a detailed description of intended activities and expected benefit to the School District. The proposed program must be approved in advance by the Superintendent of Schools and the School Board. Applicants shall receive written notification on or before May 1 following application for sabbatical leave.

Subd. 4. The granting of such leave shall be at the discretion of the School Board. The decision of the School Board to grant or deny a sabbatical leave shall not be subject to the arbitration clause of the grievance procedure.

Subd. 5. The allowance granted to a principal on sabbatical leave shall be one-half (1/2) of the basic contract salary of the individual for the school year in which the application for sabbatical leave is made.

Subd. 6. A principal receiving a sabbatical leave of absence must agree in writing to return to the School District for at least two (2) years of service after completion of the sabbatical leave. A principal who has received a sabbatical leave and fails to complete two (2) years of service with the School District, for any reasons other than individual's incapacity to perform duties, shall refund those monies received from the School District for sabbatical leave and said monies shall be due and payable to the School District forthwith upon the cessation of employment in the School District.

Subd. 7. Upon satisfactory completion of a sabbatical leave, the individual shall be assigned to a position commensurate to that occupied prior to the leave or such other position as agreed to between the principal and the School District.

Subd. 8. A principal on sabbatical leave shall retain such amount of emergency leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use upon his/her return pursuant to this Agreement. No additional leave shall accrue for the period of time that a principal is on sabbatical leave.

Subd. 9. A principal is eligible to continue his/her group insurance benefits, if permitted by the terms of his/her policy, including School District contribution pursuant to Article VIII of this Agreement.

Subd. 10. A principal returning from sabbatical leave shall be compensated in the year of return as if he/she had been on duty in such year.

Subd. 11. Prior to the commencement of a sabbatical leave the Superintendent and the principal shall meet and mutually agree upon a plan for a full-time program during the sabbatical leave and a method of reporting on the progress of sabbatical activity pursuant to Subd. 3 of this section. Submission of the

agreed upon progress report indicating adherence to the full-time program during the duration of the sabbatical leave shall be a condition of payment pursuant to Subd. 5 of this section.

Section 9. Insurance Application: A principal on unpaid leave pursuant to this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 10. Accrued Benefits: A principal on unpaid leave pursuant to this Article shall retain such amount of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

Section 11. Jury Duty Leave: A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event a principal serves on jury duty pursuant to this section, the School District will compensate the principal for the difference between his/her regular salary and the amount received as jury duty pay.

Section 12. Eligibility: Leave benefits as outlined in this Article shall apply only to principals who are employed full time, except that principals employed more than one-half (1/2) time but less than full time shall be eligible for such benefits on a prorata basis. However, a principal employed less than full time, but for a sufficient period of time to be a member of this appropriate unit, and also employed in another licensed position in the School District, shall be eligible for his/her total employment time in both positions. Principals employed less than one-half (1/2) time, shall not be eligible for benefits as outlined in this Article. For purposes of this Article, a full-time principal shall mean a principal who provides services for the full school year and full school day as defined in Article VI hereof, and the term, "half-time", shall mean a principal employed for the full school year as defined in Article VI, but half of the regular duty day.

Section 13. Seniority: For purposes of seniority standing, a principal on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

ARTICLE X

SEVERANCE

Section 1. Principals' Severance.

Subd. 1. Unused Sick Leave Account for Medical Reimbursement After Separation of Service: Full-time principals hired by the School District who are at least fifty-five (55) years of age and who have completed at least ten (10) years of actual service with the School District will be eligible for an unused sick leave account for medical reimbursement. At separation of service, the value of any sick leave days over one hundred and five (105) days to a maximum of one hundred and fifteen (115) days, shall be placed in a retirement health care savings account. The number of unused sick leave days will be computed as of June 30 in the School Year during which separation of service is requested. The reimbursement value for the account shall be \$112 (~~one hundred and twelve dollars~~) one-half of the individual Principal's daily rate of pay for each day in the unused sick leave account. **

Subd. 2. Participation in 403B plan. An eligible principal may also participate in the School District matching contribution to a 403B plan pursuant to Article XI.

Subd. 3. Earned Unused Sick Leave Account: Benefits pursuant to this section will first be payable to his/her designated beneficiary, as is designated in the principal's will or other appropriate form, and if there is no designated beneficiary, to said principal's estate.

Section 2. Notice: To qualify for the provisions of this Article at the end of a given year, an employee must serve the School District of notice of separation of service in writing no later than February 1 of said year, or a mutually-agreed upon date.

ARTICLE XI

MATCHING 403(B) PLAN

Section 1. Eligibility: Full time principals who are employed by the School District and are participating in the School District's 403(b) plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in the Article and the School District 403(b) Plan documents. The School District will match the amount of the principal's annual contribution up to a maximum annual contribution of \$3000.00.

Section 2. Limits Regarding the School District's Matching Contribution: The School District's total principal lifetime matching contribution shall be limited to \$40,000.00 (forty thousand dollars) for each participating principal.

ARTICLE XII

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

Section 1. Unrequested Leave: The parties have failed to reach agreement on a complete unrequested leave plan and, therefore, acknowledge that both parties are governed by applicable Minnesota Statutes, M.S. 122A.40, except as otherwise modified or agreed to herein.

Section 2. Seniority List: The seniority list shall be drawn pursuant to the following:

Subd. 1. Seniority will be based on the initial date of employment involving continuous service. The initial date of employment shall be designated as August 25. Teachers employed after that date and for that current school year shall have a seniority date based upon their first day of teaching. For the purposes of this subdivision, teacher shall be defined as in M.S. 122A.40.

Subd. 2. Employment as a long-term substitute that is continuous with employment on a regular basis will be granted full seniority credit.

Subd. 3. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 4. Probationary teachers are on the list for informational purposes only and will not

acquire seniority within the meaning of M.S. 122A.40, Subd. 9, until completion of the probationary period, at which time the seniority date will relate back to the original date of employment as a regular contract teacher.

Subd. 5. The School District shall cause a seniority list (by name, date of employment, qualification and subject matter or field) to be prepared from its records. The School District shall thereupon provide each teacher with a copy of the completed list.

Subd. 6. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof and request for seniority change to the Superintendent or designee.

Subd. 7. Within twenty (20) working days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Superintendent deems warranted. Any teacher affected by Subd. 6 will be notified by the Superintendent and have twenty (20) working days to respond or refute any documentation, proof, or any proposed change. A final seniority list shall thereupon be prepared by the Superintendent, which list, as revised, shall be binding on the School District and any teacher. The Superintendent on December 15th shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 8. Teachers shall be placed on the seniority list in accordance with the following criteria:

1. The most recent date of employment as an individually contracted teacher. If two (2) or more teachers have a similar employment date, then item 2 will apply.
2. The total cumulative years in the District will be deemed more senior. If seniority is still equal, then item 3 will apply.
3. Full-time is senior to part-time: A teacher who in the year of proposed leave placement occupies a full-time, full school year position, including one who is on authorized requested leave of absence, shall be deemed senior to one placed on leave from a less than full-time, full year position. If seniority is still equal, then item 4 will apply.
4. Lateral Placement: A greater number of earned credits, as they apply to the salary schedule will be deemed senior. (Example: B.S.+30 will be senior to B.S.+15.) If seniority is still equal, then item 5 will apply.
5. Cumulative total years experience. If seniority is still equal then item 6 will apply.
6. A greater number of licensed areas will be deemed more senior. If seniority is still equal, the item 7 will apply.
7. Determination by the School District.

Subd. 9. Leaves of absence shall not affect the seniority of a teacher pursuant to Article XII.

Subd. 10. The seniority list will include all licensed employees as defined under M.S. 122A.40.

Subd. 11. Because school calendars and other data are not available for some of the past years, the designated day for a new contract year shall be deemed to be August 25.

Subd. 12. Seniority credit shall apply only to days of the regular school year, as defined in Article VI and shall not apply to additional employment such as summer school and extended employment.

Subd. 13. In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on unrequested leave of absence, only those licenses actually received by the Superintendent's office for filing as of February 1 of such year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after February 1 shall be considered for purposes of recall, but not in the current reduction.

Section 3. School District Teacher Accepting a Principal's Position in the School District: When a member of the School District teacher's bargaining unit accepts a position as a principal in the School District principals' bargaining unit, the principal shall be subject to a one-year probationary period. If the principal does not successfully complete the one-year probationary period, he/she shall return to the teacher's bargaining unit.

Section 4. Teacher: For purposes of this Article, "teacher" means a continuing contract teacher who is employed at least an average of fourteen (14) hours per week and 100 days per year. A teacher employed less than an average of fourteen (14) hours per week and 100 days per year and casual substitute teachers shall not acquire seniority.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The employee, 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 the party's behalf.

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 week days 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.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Superintendent 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 first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Superintendent.

Section 5. Decision: If the grievance is not resolved through informal discussion, the Superintendent shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Section 6. School Board Review: The School Board shall review any decision issued pursuant to Section 5 hereof at the request of grievant or at its own instance, provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after a decision by the Superintendent has been rendered. In the event the School Board reserves the right to affirm, reserve, or modify such decision and at the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision within twenty (20) days of its notice to review a 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 employee may appeal it to the next level.

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Section 5, or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 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 prior 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, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly 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. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before her/him shall be final and

binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitration and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitration shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, and 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 operation.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Appendix C). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIV

MISCELLANEOUS

Section 1. Expense Allowance: The expense allowance for out-of-District travel shall be paid pursuant to School District policy.

Subd. 1. All out-of-District travel shall be authorized, in writing, by the Superintendent and/or his/her designee.

Subd. 2. The District will not reimburse for travel to and from place of residence to assigned

building or returning for job related activities. Any in-district travel must be approved in advance by the Superintendent.

Section 2. Conferences & Workshops: The School District shall provide time and funds for principals to attend two (2) state conferences sponsored by their association each year. Each principal will be eligible to attend one national educational conference or workshop once every two years within a bargaining contract term. The national conference or workshop selected shall be similar in length, student days out of the building, and cost as the national conference sponsored by their association. Time off shall be approved, in writing, by the Superintendent or his/her designee.

Section 3. Professional Dues: The School District shall reimburse a principal the full cost of professional dues to one state and one national professional association each year.

Section 4. Reimbursement: The expenses for Section 2 will be covered under Policy 302. If the actual costs exceed the per diem limitations, the Superintendent will review the expenses and make a recommendation to the Board for reimbursement.

Section 5. Stipend:

1. Principals assigned to the following buildings will be paid a stipend of \$135.00 per month:
 - Forest Lake Elementary School
 - Forest View Elementary School
 - Southwest Junior High School
 - Century Junior High School
 - Forest Lake Senior High School
 - Central Learning Center School

2. Principals assigned to the following buildings will be paid a stipend of \$165.00 per month:
 - Columbus Elementary School
 - Wyoming Elementary School

3. Principals assigned to the following buildings will be paid a stipend of \$190.00 per month:
 - Lino Lakes Elementary School
 - Linwood Elementary School
 - Scandia Elementary School

The monthly allowance will increase 3% per year, effective July 1, 2008.

Section 6. Moving Expenses: The school district agrees to reimburse a principal for moving expenses not to exceed \$2,500 who meets the following criteria:

Subd. 1. The principal must be moving to District #831 from another school district.

Subd. 2. The principal must be purchasing a home in which to live located in District #831.

Subd. 3. The principal must remain in the employ of District #831 a minimum of two (2) years following the reimbursement date or repay the District 50% of the amount received.

Subd. 4. The principal must obtain at least two (2) quotes from movers and accept the lowest quote to be eligible for reimbursement.

ARTICLE XV

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2013 through June 30, 2015, and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed. If either party desires to modify or amend this Agreement commencing on July 1, 2015 it shall give written notice of such intent no later than March 1, 2015.

Section 2. Effect: The Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the principals of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Negotiations During Term: The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for principals. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the School District and the association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided, however, that any or all of the provisions of this Agreement may be open for negotiation and modification at any time by mutual consent. This section shall not restrain either party from full enforcement of rights under the PELRA.

Section 4. Severability: No provision of this Agreement shall be in conflict with state and federal laws or rules promulgated under law, or resolutions, provided that the rules and resolutions are consistent with this chapter. Said provisions in Agreement found to be contrary to law shall be severable and shall not affect any other provision of this Agreement.

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

For:

Forest Lake Principals' Association
6100 N. 210th Street
Forest Lake, MN 55025

Independent School District No. 831
6100 N. 210th Street
Forest Lake, MN 55025

President

School Board President

School Board Clerk

Dated: _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT NO. 831
 Forest Lake, Minnesota 55025

No. of Days	PRINCIPAL	<u>2012-2013</u> Base	*APPENDIX A <u>2013-2014</u>	*APPENDIX B <u>2014-2015</u>
260	Senior High School Principal	\$118,487	<u>\$122,634</u>	<u>\$126,926</u>
260	Junior High School Principal	\$110,506	<u>\$114,374</u>	<u>\$118,377</u>
260	A.L.C. Principal	\$108,512	<u>\$112,309</u>	<u>\$116,241</u>
260	Educational Services Administrator	\$104,520		
260	Elementary Principal	\$104,520	<u>\$108,178</u>	<u>\$111,964</u>
260	Senior High School Asst. Principal	\$102,525	<u>\$106,113</u>	<u>\$109,827</u>
260	Junior High School Asst. Principal	\$ 98,534	<u>\$101,983</u>	<u>\$105,552</u>
260	Senior High Activities Director	\$ 98,534	<u>\$101,983</u>	<u>\$105,552</u>

In addition to the above base salary, an additional Pay for Performance (\$0-\$4100 for 2013-14 and 2014-15) will be added.

GRIEVANCE REPORT FORM
Forest Lake Public Schools

Appendix C

Name _____ Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant

Copies to: Superintendent
Principal
Association

MEMORANDUM OF UNDERSTANDING
Between Forest Lake Area School District #831
and the Forest Lake Principals' Association

1. ~~The parties are parties to a collective bargaining agreement (CBA), certain terms of which were previously negotiated to provide a severance benefit to principal Mike Conway (Principal), who, at the time, was anticipated to retire no later than June 30, 2013. Subsequently, Mr. Conway has re-examined potential retirement and is uncertain of whether his retirement will or will not occur by that date.~~
2. ~~The parties agree that the following terms, formerly located within the CBA, will apply to Mr. Conway regardless of when he severs employment:~~

~~Subd. 1. Eligibility for Unused Sick Leave for Severance: Subject to M.S. 465.72, the Principal will be eligible if he is a full time principal, is at least fifty five (55) years of age, and has either completed at least fifteen (15) years of continuous service as a principal with the School District, or has completed at least twenty five (25) professional years of professional service in Minnesota public schools, including not less than ten (10) years in the School District, shall be eligible for severance pay, pursuant to the provisions of the Article, upon submission of a written resignation accepted by the School District. For purposes of this section, "professional service" shall mean Minnesota allowable service as defined in Minnesota Statutes Chapter 354.05, Subd. 13 (TRA) or 354A.011, Subd. 4. Severance pay shall not be granted if the Principal is discharged for cause by the School District.~~

~~Subd. 2. Unused Sick Leave for Severance: The Principal, upon meeting the terms of subd. 1, and upon early retirement or resignation shall receive as severance pay the amount obtained by multiplying the principal's daily rate times the number of unused sick leave days, but in any event not to exceed two hundred and five (205) days' pay.~~

~~Subd. 3. Unused Sick Leave Account for Medical Reimbursement After Retirement: If the Principal is a full time principal hired by the School District, is at least fifty five (55) years of age and has completed at least fifteen (15) years of actual service with the School District, the Principal will be eligible for an unused sick leave account for medical reimbursement. At separation of service, any sick leave days over two hundred and five (205) days, shall be placed in an unused sick leave account. The number of unused sick leave days will be computed as of June 30 in the School Year during which retirement is requested. The reimbursement value shall be \$112 (one hundred and twelve dollars) for each day in the unused sick leave account. With the above dollars the School District will pay premiums to the insurance company of the principal's group coverage until the principal's unused sick leave account is depleted. The coverage of the retiree shall not be interrupted until the account is depleted. In the event of the Principal's death, if the principal has reached the terms of eligibility for this subdivision, benefits pursuant to this subdivision will first be payable to his/her designated beneficiary, as is designated in the principal's will or other appropriate form, and if there is no designated beneficiary, to said principal's estate.~~

~~Subd. 4. Participation in 403B plan. The Principal has elected not to participate in the 403(b) Matching Plan; therefore he is entitled to unlimited accumulative unused sick leave. The entitled unlimited accumulative unused sick leave is capped at the amount accrued on June 30, 2012. The Principal may contribute to a 403(b) plan with his own designated funds, but is not eligible for a School District matching contribution. The amount previously contributed by the District to the Principal's 403(b) plan as a match after the election date of July 1, 2000 will be deducted from the Principal's Severance payment at the time~~

~~he receives such payment. The amount to be deducted is \$3500.28.~~

~~Subd. 5. Daily Rate of Pay: In applying these provisions, the Principal's daily rate of pay shall be the highest daily rate preceding the date of retirement, obtained by dividing the principal's annual salary by 223 in Article VII, Section 6.~~

- ~~3.~~ The school district shall contribute an amount equal to the value of the employee's severance pay directly into the retiree's special retirement pay plan account. The retiree will not receive any direct payment from the school district for severance pay.

The school district's annual contribution into the retiree's special retirement pay plan account must not exceed the IRS contribution limit. If the amount calculated exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's special retirement pay plan account in the following year(s).

The school district contribution (into the retiree's special retirement pay plan account) will be made according to the same timeline as was provided for the direct payment of severance pay.

In the event of the death of the Principal who, at the time of death, was receiving severance benefits under this Agreement, any remaining benefits shall be payable to his designated beneficiary and if no beneficiary designation is in effect at his death, then to his estate. In the event of the death of the Principal, who, at the time of death, met the eligibility requirements of this Agreement but had not submitted a resignation; an amount equal to the maximum benefits available under this Agreement shall be paid to the Principal's designated beneficiary and if no designated beneficiary is in effect at the time of death, to his estate.

- ~~4.~~ The parties agree that, by revising the CBA and this MOU, the only change that is contemplated is to continue to extend the same opportunity to Mr. Conway as that which currently exists, to him on an ongoing basis without respect to a defined retirement date. With respect to Mr. Conway, only this memorandum applies, not the remaining terms of Article X of the CBA.

- ~~5.~~ This memorandum may be modified on an annual basis by mutual agreement of the parties.

IN WITNESS WHEREOF, THE PARTIES AGREE TO THE STATEMENT FOUND IN THIS Memorandum of Understanding:

Chief Principal Negotiator

School Board President

Dated this _____ day of _____, 2013

Dated this _____ day of _____, 2013