

Memorandum of Agreement

UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose:

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

Section 2. Definitions:

Subd. 1. "Principal" shall mean a continuing contract principal or assistant principal appropriately licensed.

Subd. 2. "Seniority" shall mean employment under a continuing contract as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Subd. 3. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals

Section 3. Establishment of a Seniority List:

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principal bargaining unit.

Subd. 2. All principals will have a seniority date on the K-12 principal's seniority list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 5. In the event the principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification.

Subd. 6. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

Section 4. Placement on Unrequested Leave of Absence.

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

Subd 2. Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the district as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

Section 5. Reinstatement:

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every October 1st, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principal's right to reinstatement shall terminate if the principal fails to file with the board by April 1 of any year a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be by certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

Section 6. Principal Seniority List

Principal Name

1. Krebsbach, Michael
2. Spelts, William
3. Perkovich, Lisa
4. Johnson, Dan

Seniority Hire Date

08/29/1990
07/01/2004
07/01/2015
07/01/2019

Signed: _____

Date: _____

For the Principals Association

Signed: _____

Date: _____

For the District