

***Collective Bargaining Agreement***

***between***

***South St. Paul Public Schools  
Special School District No. 6***

***and***

***South St. Paul Principals' Association***

***Effective July 1, 2019, through June 30, 2021***

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## ARTICLE I

### Purpose

**Section 1. Parties:** This Agreement is entered into between the Board of Education of Special School District #6, South St. Paul, Minnesota (hereinafter referred to as the board or school district), and the South St. Paul Principals' Association (hereinafter referred to as the association) pursuant to and in compliance with the Public Employment 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 administrators during the duration of this Agreement.

## ARTICLE II

### Exclusive Representative

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the board recognizes the association as the exclusive representative of employees included within the bargaining unit as determined by the State Bureau of Mediation Service Order 73-PR-586-A, which exclusive representative shall have those rights and duties as prescribed in the provisions of this Agreement by the P.E.L.R.A.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all employees of the district who are principals and assistant principals.

## ARTICLE III

### Definitions

**Section 1. Terms and Conditions of Employment:** Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The term is subject to the provisions of P.E.L.R.A. regarding the rights of the school district and the scope of negotiations.

**Section 2. Employee:** The term "employee" shall mean all persons employed by the school district in a position for which the person must be certified in the academic field by the State Board of Education including principals, associate principals, and assistant principals, devoting more than 50% of their time to administrative or supervisory duties; but excluding the following: superintendent, director of business services, director of curriculum and instruction, director of human resources, student and staff development coordinator, director of special services, director of community education, part-time and temporary employees.

**Section 3. Building Principal:** The term "Building Principal" shall refer to an administrator's duty year which is 260-262 days (52 weeks) as provided herein and the administrator shall perform services on those legal holidays on which the District is authorized to conduct school if the Board determines. The Building Principal shall be on duty during any emergency, natural or unnatural, unless otherwise excused by the Superintendent.

**Section 4. Assistant Principal:** The term “Assistant Principal (12 month)” shall refer to an administrator’s duty year which is 260-262 days. The term “Assistant Principal (10 month)” shall refer to an administrator’s duty year which is 213 days.

## **ARTICLE IV**

### **Board of Education Rights**

**Section 1. Inherent Managerial Rights:** The parties recognize that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the 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 board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

**Section 2. Management Responsibilities:** The parties recognize 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 parties further recognize 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 the state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

## **ARTICLE V**

### **Employee Rights**

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

**Section 2. Request for Dues Check-off:** Employees shall have the right to request and be allowed dues check-off for the exclusive representative. Upon receipt of a properly executed authorization card of the employee involved, the school district shall deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted to the exclusive representative together with a list of names of the employees from whose pay deductions were made.

**Section 3. Personnel Files:** Pursuant to Minnesota law, as amended, all evaluations and files relating to each individual building administrator shall be available during regular school business hours to each individual building administrator upon his/her written request. The building administrator shall have the right to reproduce any of the elements of the files at the building administrator's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the school district may destroy such files as provided by law.

**Section 4. Use of School District Buildings:** Employees shall have the right, in accordance with school district rules and regulations relating to the use of school buildings, to reasonable use of school buildings, provided such use does not interfere with school activities and/or functions. The school district reserves the right to assess charges and provide such limitations for usage as it deems appropriate in its discretion by school district rules and regulations.

**Section 5. Severability of Provisions:** Nothing in this Agreement shall constitute a waiver of any statutory right of any employee or of the school district under Minnesota law or any amendments thereto.

## **ARTICLE VI**

### **Duty Days**

**Section 1. Building Administrator Duty Days:** The school board shall establish the calendar and building administrator duty days for each school year, and the building administrator shall perform services on such days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority has determined to conduct school. The number of duty days or duty weeks for full-time administrators covered by this Agreement shall be fifty-two (52) weeks for the annual salary indicated in this Agreement. For purposes of this Article, a duty day shall mean a day when the employee shall be available to perform services for the school district.

**Subd. 1. Scheduling of Duty Days:** The duty day schedule for building principals shall be established by the Superintendent of Schools.

**Section 2. Modification in Duty Year, Duty Day:** The school district reserves the right to modify the scheduling of duty days and/or length of duty days in the event of energy shortage, severe weather or other emergency, with the understanding that the total obligation of principals shall not be increased thereby as a result of such modifications.

**Section 3. Holidays:** Building Principals and Assistant Principals (12 month) shall be granted ten (10) paid holidays each year. In addition to the ten (10) paid holidays, December 24 will be granted as a paid holiday if the day falls in the workweek. The District shall grant five (5) paid holidays each year to 10-month (213 days) Assistant Principals. These holidays are included in their contract year and established annually by the Board of Education.

## **ARTICLE VII**

### **Basic Compensation**

**Section 1. Basic Compensation:** Building administrators shall be compensated pursuant to the Salary Schedules, attached hereto.

**Subd. 1.** Initial Placement: Initial placement on the basic salary schedule shall be determined by mutual agreement between the individual principal/assistant principal and the Employer.

**Subd. 2.** Step Advancement: During the term of the Agreement, the compensation specified in individual principal contracts for principals/assistant principals previously placed on the basic salary schedule will reflect step advancement as follows: A principal/assistant principal shall advance one (1) step for each full basic school year of employment until the maximum step has been reached. No step advancement on the salary schedule shall be granted to principals/assistant principals performing basic duties for the Employer on fewer than sixteen (16) weeks during the basic school year.

**Section 2. New Employees:** A new employee shall be compensated during the period covered by this Agreement as agreed between the school district and the new employee.

**Section 3. Extra Compensation:** Effective July 1, 2012, in addition to the base salaries indicated in Article XIV, Building Principals may earn up to an additional \$2,500 and \$1,500 for Assistant Principals per school year for attaining building and personal growth goals. One specific building level SMART goal related to increased student achievement and one specific goal to personal growth. (Performance pay will be split equally among the goals, based on a scoring system inclusive of Action Strategies and Product/Results for each goal). The specific goals must be approved by the superintendent of schools by November 1. Payment for this portion of the pay for performance program will be payable as soon as practical after June 30 depending on when the specific data is available to determine goal success. Performance pay for goal achievement expires June 30, 2020.

## **ARTICLE VIII**

### **403(b) Matching Program**

**Section 1. Participation:** Employees hired after January 1, 1990, shall have the option of participating in the 403(b) matching program. Employees are eligible to participate on date of hire.

**Subd. 1. Enrollment change:** Enrollment/changes must be submitted on the established District form to authorize employee contributions and the investment fund company selected. The annual contribution shall be divided and withheld equally over the pay periods and the school district match shall be paid out on the same basis.

**Section 2. Annual Matched Amount:** District matching contributions shall not exceed \$2,500 in any given year. Employees may contribute additional unmatched amounts as allowed by law. Employees are encouraged to seek appropriate professional counsel.

**Section 3. Lifetime Maximum:** The maximum amount to be contributed by the district shall be \$60,000. Once district contributions have reached the lifetime maximum, the district will no longer make contributions.

**Section 4. Claims Against the District:** The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the company selected by the employee. It is further understood that the district's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the district pursuant to this Article.

## **ARTICLE IX**

### **Group Insurance**

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the school district.

**Section 2. Eligibility:** Principals/Assistant Principals who are regularly employed in the district for at least ten (10) months per year and at least (30) hours per week, shall be eligible for medical, dental, life and long term disability insurance as outlined in this Article.

**Section 3. Medical/Dental Benefits:**

The school district shall contribute annually 100% of the premium for single; up to \$24,540.42 effective July 1, 2019 and up to \$25,672.94 effective July 1, 2020 for two-party or family medical insurance coverage. The school district shall contribute 100% of the premium for single and family dental insurance coverage.

**Section 4. Life Insurance:** The school district shall provide each employee covered by this Agreement with term-life insurance equal to two (2) times the employee's regular annual salary rounded to the nearest thousand dollars (not to exceed \$350,000). The premium shall be paid by the district.

**Section 5. Long-Term Disability Protection:** The school district will pay the premium for long-term disability income protection insurance for all employees covered by this Agreement.

**Section 6. Flexible Benefits:** The School District shall provide a "Flexible Compensation Plan" as authorized by Internal Revenue Code, Section 125. All Principal/Assistant Principals may elect to contribute up to the amount allowed by law, to be used for excess medical/dental/vision expense reimbursement, and up to the amount allowed by law, to be used for dependent care reimbursement.

**Section 7. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for 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 8. Duration of Insurance Contribution:** An employee is eligible for school district contributions 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. However, an employee who is leaving the employ of the School District may be eligible to continue to participate in group insurance plans under and pursuant to the provisions of federal law (i.e., COBRA) but shall pay the entire premium for such coverage. It is the responsibility of such employee to make arrangements with the human resource office to pay the School District the monthly premium amounts in advance and on such date as determined by the Director of Human Resources.

**Section 9. Retirement Benefits:**

**Subd 1. Hired after July 1, 2004:** Licensed administrators hired after July 1, 2004, who have completed at least fifteen (15) years of continuous service as a licensed administrator with the district, and are otherwise not eligible for medical insurance from another employer equal to that provided by the district at the time of retirement, will receive the following for period of ten years:

If the retired licensed administrator is on the district's insurance plan, they will continue to receive district contributions in an amount equal to the district contribution for active licensed administrators for the same coverage (i.e. single coverage or family coverage) held just prior to retirement. If the district's contribution for such coverage increases in the years following the licensed administrator's retirement, the retiree will receive the increased amount.

If the retired administrator is not on the district's insurance plan, they will receive an annual district contribution into a Health Care Savings Plan (HCSP) account in an amount equal to the district's contribution for active licensed administrators for the same coverage held just prior to retirement. If the district's contribution for such coverage increases in the years following the licensed administrator's retirement, the retiree will receive the increased amount.

In the event of the death of the eligible retired administrator, the designated spouse coverage reduces to single coverage for the duration of the stated contract.

**Subd. 2. Hired after January 1, 2020:** Licensed administrators hired after January 1, 2020, who have completed at least 15 years continuous service as a licensed principal in the district, will receive the following for a period of up to five years:

A contribution of \$7,500 per year following the date of retirement or until the retiree is eligible for Medicare, whichever comes first. The contribution will be made into a Health Care Savings Plan with the Minnesota State Retirement System.

## **ARTICLE X**

### **Leaves**

#### **Section 1. Sick Leave:**

**Subd. 1.** All full-time employees shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the school district, this includes 10-month Assistant Principals. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. A regularly employed part-time employee will earn sick leave on a basis proportionate to the extent of his/her employment if he/she is regularly employed at least half time. Part-time employees regularly employed less than half time shall not be entitled to sick leave.

**Subd. 2.** Unused sick leave days shall accumulate without limitation. Absence on sick leave or other approved absence will be charged first to the annual allowance of any employee until it is fully utilized and thereafter charged to the accumulated leave.

**Subd. 3. Employee/Child/Family Illness:** Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to the illness or injury of the employee, which has prevented his/her attendance at school and performance of duties on that day or days. In addition, sick leave with pay shall be allowed for reasonable periods whenever the absence of an employee (as defined in Minnesota Statutes section 181.940, subdivision 2, as amended) is found to have been due to the illness or injury of an individual listed in Minnesota Statutes section 181.9413(a), as amended. Absences related to the illness or injury of the employee or the employee's child (as defined in Minnesota Statutes sections 181.940, subdivision 4, and 181.9413(e), as amended) will be paid to the limit of the employee's accumulated sick leave. Absences related to any of the other individuals listed in Minnesota Statutes section 181.9413(a), as amended, will be paid to a limit of 160 hours in any 12-month period.

**Subd. 4.** Up to a maximum limit of thirty (30) days, no deduction shall be made from sick leave for injuries caused by assault while the principal, acting in a professional manner, is in the course and scope of employment.

**Subd. 5.** The school district may require an employee 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. In the event that a medical certificate will be required the employee will be so advised, prior to his/her healthy return.

**Subd. 6.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 7.** Sick leave shall be approved upon submission to the supervisor per district procedures.

**Subd. 8.** Upon termination of an employee's employment for any reason, all sick leave, current or cumulative, shall be immediately and automatically canceled.

**Section 2. Funeral Leave:**

**Subd. 1.** All regularly employed personnel under full-time assignment may be granted up to five (5) days for absence because of death in the immediate family or household; the specific amount of time to be subject to the discretion of the superintendent or his/her designee. Funeral leave shall not be deducted from sick leave.

**Subd. 2.** Under special circumstances, the school board may, in its discretion, grant additional leave under this section.

**Subd. 3.** For purposes of this subdivision, the immediate family shall be interpreted to include spouse, child, parent, spouse's parent, sister, brother, grandparent, spouse's grandparent, grandchild, daughter/son-in-law, and sister/brother-in-law. The family household shall be interpreted to include any member of the household currently making his/her home with the family.

**Section 3. Vacation:** Building Principals and Assistant Principals (12 month) shall be granted twenty-five (25) paid vacation days each year. A maximum of twenty-five (25) vacation days may be accumulated and carried forward to the next year. Each year, an administrator has the right to turn in up to five (5) unused vacation days at a rate of \$250 per day. Principals/assistant principals who wish to be reimbursed for unused days must notify the Human Resources Department in writing by June 1. Payment for days will be made on the June 30 payroll of the fiscal year the days were earned.

**Section 4. Personal Leave Days:** A minimum of three (3) days advance notice (or less in exceptional situations) and arrangement with building principal, three (3) personal leave days shall be granted to 10-month (213 days) Assistant Principals.

**Subd. 1:** Unused personal leave will accumulate to a maximum of five (5) days per administrator.

**Subd. 2:** Deduction of days: Personal leave will not be deducted from sick leave.

**Subd. 3:** Restrictions: Personal leave may not be taken on a day when the building principal is not in attendance.

**Section 5. Military Leave:** Military leave shall be granted pursuant to federal and state law.

**Section 6. Other Leave Rules:** No long-term leave will be granted with or without pay unless specifically authorized by the school board. Short-term leaves may be authorized directly by the superintendent or his/her designee, but shall be subject to full deduction in pay on a per diem basis.

**Section 7. Worker's Compensation:**

**Subd. 1.** Upon the request of a principal who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the

Worker's Compensation Act by the principal and the principal's regular rate of pay to the extent of the principal's earned accrual of sick leave and/or vacation. The difference shall be paid by the School District to the principal only for the period of disability or until the principal's accumulated sick leave/vacation is exhausted. The deduction from the principal's accumulated sick leave/vacation shall be an amount necessary to equal the difference between Workers' Compensation benefits and the principal's regular daily rate of pay. In no event shall the additional compensation paid to the employee by virtue of sick leave/vacation result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Section 8. Family Leave:** The school district shall grant an employee, pursuant to the Family and Medical Leave Act of 1993 and district policy, leave for the birth, adoption or foster care of a child, the care of a spouse, child or parent who has a serious health condition in accordance with the following provisions:

**Subd. 1. Leave with pay:** Upon the request of an employee, the school district shall grant a family leave with pay for up to five (5) days per school year. This leave shall be non-accumulative.

**Subd. 2. Leave without pay:** The school district shall grant, upon the request of an employee who has been with the district one full year, up to twelve (12) weeks of unpaid leave per school year for any reason provided in this section, and stipulated in the Family and Medical Leave Act of 1993. Maternity leave counts toward the available twelve (12) weeks family leave.

**Subd. 3. Notification and physician's statement:** Whenever foreseeable, an employee applying for leave under this section shall notify the superintendent or his/her designee in writing thirty (30) days in advance of the requested leave date. The school district will require medical certification from a health care provider to support a leave request for an employee's seriously ill family member.

**Subd. 4. Return from leave:** An employee returning from family leave shall be reemployed in an administrative position for which he/she is entitled under the terms of this contract and existing school district policy.

**Section 9. Medical Leave:**

**Subd. 1.** An employee who is unable to perform duties because of medical disability, 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 resume contractual responsibilities.

**ARTICLE XI**  
**Layoff**

**Section 1. Purpose:** The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10., which shall constitute a plan for ULA (unrequested leave of absence) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

**Section 2: Seniority:** Seniority is defined as the first paid day of work in a position in one of the five (5) classifications within the principals bargaining unit covered under this agreement without a break in service. The classifications are listed below.

Classifications:

Secondary Principal/High School Principal  
Middle School Principal  
Elementary Principal  
Secondary Assistant Principal (12 month)  
Secondary Assistant Principal (10 month)  
Elementary Assistant Principal

Seniority date may differ from hire date. A current seniority list will be created each January and available to principals on January 15. Ties in seniority will be broken in the following order:

1. Seniority date – the principal with the earliest seniority date will be deemed more senior.
2. Service in Minnesota schools – the principal with the most years of service as a full-time principal in Minnesota public schools will be deemed the most senior.
3. District employee number – the principal with the lower district employee number will be deemed the most senior.

**Section 3. Unrequested Leave of Absence (ULA):** 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.

**Subd. 1. Terms:** Such unrequested leave of absence shall continue for a period of two (2) years, after which the right to reinstatement shall terminate. The principal's right to reinstatement shall also terminate if the principal fails to file with the district's Director of Human Resources, by April 1 of each year, a written statement requesting reinstatement. With the exception of reinstatement rights to a teacher position, the principal only has the right to be reinstated to a principal position in the classification in which he/she was working at the time ULA commenced.

**Subd. 2. Notice:** Principals placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons for said placement.

**Subd. 3. Reduction of Principals:** Principals shall be placed on ULA in inverse order of seniority within the classifications listed in Section 2. Principals may not bump outside of their current classification as indicated below. Principals have no right to bump into unlicensed positions, such as director or dean of students' positions.

<b>Classification</b>	<b>In this order MAY bump the least senior</b>	<b>MAY NOT bump into these classifications</b>
Secondary Principal/High School Principal	Secondary Principal/High School Principal	Secondary Assistant Principals Middle School Principal Elementary Principal Elementary Assistant Principal
Middle School Principal	Middle School Principal	High School Principal/High School Principal Secondary Assistant Principals Elementary Principal Elementary Assistant Principal
Secondary Assistant Principal (12 month)	Secondary Assistant Principal (12 month)	Secondary Principal/High School Principal Secondary Assistant Principal (10 month) Middle School Principal Elementary Principal Elementary Assistant Principal
Secondary Assistant Principal (10 month)	Secondary Assistant Principal (10 month)	Secondary Principal/High School Principal Secondary Assistant Principal (12 month) Middle School Principal Elementary Principal Elementary Assistant Principal
Elementary Principal	Elementary Principal	Secondary Principal/High School Principal Secondary Assistant Principal (12 or 10 month) Middle School Principal Elementary Assistant Principal
Elementary Assistant Principal	Elementary Assistant Principal	Secondary Principal/High School Principal Secondary Assistant Principal (12 or 10 month) Middle School Principal Elementary Principal

**Subd. 4. Acceptance of Reemployment:** If a position becomes available for a principal on ULA, the district shall mail the notice to such principal at the principal's last known address. The principal shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept the position, 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 teacher shall forfeit any future reinstatement or employment rights to any position with the district. Failure of a notice to reach a principal shall not be the responsibility of the district if such notice has been mailed to the last known address of the principal.

**Subd. 5. Reinstatement:** The order in which principals are recalled from ULA is within the district's sole discretion. Reinstatement rights will automatically cease two (2) years from the date ULA was commenced, and no further rights to reinstatement to any District position, including, but not limited to, teacher or principal positions, will exist.

**Subd. 6. Hearing Rights:** Any challenge by a principal who is proposed for placement on or recall from ULA shall be subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore, shall not be subject to the grievance procedure.

## **ARTICLE XII**

### **Miscellaneous**

**Section 1. Annual Review:** The superintendent shall hold an annual review with each principal covered by this agreement to evaluate his or her performance, goals, professional growth, educational development and general philosophy. Each building principal shall hold an annual review with each of their assistant principals covered by this agreement to evaluate their performance, goals, professional growth, educational development and general philosophy.

Effective July 1, 2020, one specific building level SMART goal related to increased student achievement and one specific goal to personal growth will be developed. The specific goals must be approved by the superintendent of schools by November 1.

**Section 2. Professional Growth:** The school district may, depending on the availability of funds, allow building administrators to attend appropriate local, state and national meetings, workshops, seminars and courses offered by public and/or private accredited institutions, as approved by the superintendent or his/her designee. Full-time administrators may attend a national conference paid by the District, with a maximum limit of \$2,200 for expenses, every four (4) years with the approval of the superintendent or his/her designee.

**Section 3. Professional Development:** Principals and assistant principals may receive up to \$1,000 per school year for educational-related materials. All expenses must be prior approved by the superintendent or his/her designee. Requests for reimbursement must be itemized on the official school district form and be submitted to the business office. A maximum of \$1,000 may be accumulated and carried over to the next year.

**Section 4. Professional Dues:** During terms of this agreement, each administrator shall be reimbursed the full costs incurred toward membership dues in their respective local, state and national professional organization, up to \$2,000 for each principal and \$1,300 for each assistant principal. The areas of responsibility are specified below:

Association of Supervision and Curriculum Development  
Minnesota/National Association of Elementary School Principals (MAESP/NAESP)  
Minnesota/National Association of Secondary School Principals (MASSP/NASSP)  
Metropolitan Principals' Academy (MPA)

The organizational dues must be pre-approved by the superintendent or his/her designee. An invoice or dues statement must be submitted to the business office for reimbursement.

**Section 5. Pay Dates:** Salary payments will be made in accordance with the school district's payroll policy. However, if the policy should propose a significant change in the salary payment schedule, the parties agree to discuss modification of this provision through the meet and confer process. When a pay date falls on a holiday, pay shall be available and dated no later than the last workday proceeding that holiday.

**Section 6. Pay Deductions:** In the event that an employee is absent without paid leave and a pay deduction is to be made for such absence, the amount of the deduction shall be the employee's annual salary, divided by the number of duty days for each day of such absence.

**Section 7. Copies of Agreement:** The school district shall provide each employee in this bargaining group with an electronic copy of this Agreement.

**Section 8. Liability Insurance:** The district shall provide coverage under the district's liability insurance policy for all building administrators for wrongful acts and errors and omissions.

## **ARTICLE XIII**

### **Grievance Procedure**

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by the 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 or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

#### **Section 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.

**Subd. 4. Filing and postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board's designee, setting forth the facts and the

specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the 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 school board's designee.

**Section 5. Filing of Grievance and Waiver:** The parties shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the school district in the following manner:

**Subd. 1. Grievance Level I:**

(1) The Grievance

A grievance setting forth the facts and specific provisions of the agreement allegedly violated shall be filed in the office of the superintendent or his/her designee. The grievance must be in writing and must be filed within fifteen (15) days after the date of the first event giving rise to the grievance occurred. The grievance shall set forth any requested relief.

(2) Waiver

Failure to file a grievance in a timely fashion shall constitute a waiver of the grievance. Failure to appeal a grievance from one level to another shall constitute a waiver of the grievance.

(3) District Response

The superintendent or his/her designee shall serve a written decision on the grievant within ten (10) days of filing of the grievance provided for in section 1.

**Subd. 2. Grievance Level II:** The decision at Level 1 may be appealed to the school board, provided such appeal is made in writing within five (5) days after receipt of the decision. Said appeal shall be effective upon filing in the office of the superintendent or his/her designee. The decision to hear the grievance is solely at the decision of the school board. The board shall either hear the grievance or decline to hear the grievance within ten (10) days of the filing of the appeal. The board shall determine its own procedures for hearing the appeal. The board shall issue a decision within ten (10) days after the date of the hearing.

**Section 6. Arbitration:** A principal may submit the grievance to arbitration by filing a "Demand for Arbitration" in the office of the superintendent or his/her designee within five (5) days of a board decision on the merits of the grievance or within five (5) days of a board decision not to hear the matter.

**Subd. 1. 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.

**ARTICLE XIV**  
**Duration**

**Section 1. Term and Reopening Negotiations:** This Agreement shall be in full force and effect from July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than April 1, 2021.

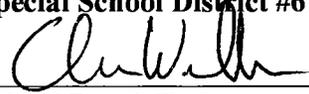
**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the building administrators of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

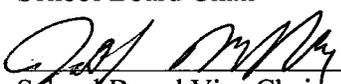
**Section 3. Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual agreement.

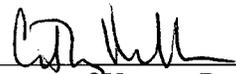
**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For \_\_\_\_\_  
**SOUTH ST. PAUL PUBLIC SCHOOLS**  
**Special School District #6**

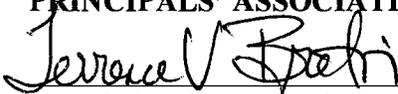
  
\_\_\_\_\_  
School Board Chair

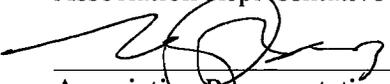
  
\_\_\_\_\_  
School Board Vice Chair

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

Dated: 12-9-19

For \_\_\_\_\_  
**SOUTH ST. PAUL**  
**PRINCIPALS' ASSOCIATION**

  
\_\_\_\_\_  
Association Representative

  
\_\_\_\_\_  
Association Representative

Dated: 12-10-19

## Salary Schedules

### SALARY SCHEDULE 2019-2020

STEP	Secondary	Elementary	Asst. Secondary	Asst. Secondary	Asst. Elementary
	12 Month	12 Month	12 Month	10 Month	12 Month
1	130,213	118,353	104,798	85,810	102,094
2	132,838	120,685	106,868	87,505	104,108
3	135,461	123,017	108,941	89,201	106,123
4	138,194	125,445	111,098	90,968	108,222
5	140,926	127,874	113,257	92,734	110,322

### SALARY SCHEDULE 2020-2021

STEP	Secondary/ High School	Middle School	Elementary	Asst. Secondary	Asst. Secondary	Asst. Elementary
	12 Month	12 Month	12 Month	12 Month	10 Month	12 Month
1	135,495	125,599	123,099	109,005	89,255	106,190
2	138,170	127,977	125,477	111,120	90,985	108,245
3	140,958	130,454	127,954	113,320	92,787	110,386
4	143,745	132,931	130,431	115,522	94,589	112,528
5	146,620	135,540	133,040	117,832	96,481	114,779

Annual Service Increment: An annual service increment of \$500 shall be granted to those principals/ assistant principals who have completed between ten (10) and fourteen (14) years of continuous service as a principal/assistant principal in the school district as of September 1 of each year. An annual service increment of \$1000 shall be granted to those principals/assistant principals who have completed between fifteen (15) and nineteen (19) years of continuous service as a principal/assistant principal in the school district as of September 1 of each year. An annual service increment of \$1500 shall be granted to those principals/assistant principals who have completed twenty (20) or more years of continuous service as a principal/assistant principal in the school district as of September 1 of each year.