

**2017 - 2019**

**TERMS AND CONDITIONS  
OF PROFESSIONAL  
EMPLOYMENT**

Agreement between the

**SAINT PAUL BOARD OF EDUCATION**

and the

**SAINT PAUL PRINCIPALS' ASSOCIATION**

July 1, 2017 through June 30, 2019





SAINT PAUL PUBLIC SCHOOLS  
Independent School District No. 625

Board of Education

Zuki Ellis	Chair
Steve Marchese	Vice-Chair
Jeanelle Foster	Clerk
Jon Schumacher	Treasurer
John Brodrick	Director
Mary Vanderwert	Director
Marny Xiong	Director

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ARTICLE 1. PURPOSE OF THE AGREEMENT

SECTION 1. PARTIES. This Agreement, entered into between the Board of Education of Independent School District No. 625, Saint Paul, Minnesota (hereinafter referred to as the Board), and the Saint Paul Principals' Association (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter referred to as PELRA), has as its purpose the provision of the terms and conditions of employment for principals in the unit defined in Article 3 for the duration of this Agreement.

ARTICLE 2. RECOGNITION AND JURISDICTION

SECTION 1. RECOGNITION. In accordance with the provisions of PELRA and as certified by the Bureau of Mediation Services, State of Minnesota, case No. 77-PR-699-A, on June 6, 1977, the Board recognizes the Association as the exclusive representative of principals in the appropriate unit as defined in Article 3, Section 2.

SECTION 2. JURISDICTION. For the purposes of this Agreement, the Association is the only exclusive representative of those principals defined in this Agreement and in PELRA as members of the appropriate unit, and shall have those rights and duties prescribed by PELRA and this Agreement so long as it is properly certified as the exclusive representative by the Bureau of Mediation Services of the State of Minnesota.

ARTICLE 3. DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT. "Terms and Conditions of Employment" shall be those indicated in Minnesota Statute (M.S.) §179A.03, Subd. 19.

SECTION 2. PRINCIPAL. "Principal" shall mean all and only members of the appropriate unit as defined in Section 3 following.

SECTION 3. APPROPRIATE UNIT. The appropriate unit shall consist of all and only those defined herein as follows:

All principals and assistant principals employed by Independent School District No. 625 (hereinafter referred to as the District) and so certificated by the State Board of Education who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) days per year, excluding all other employees.

Any dispute between the parties arising over the inclusion or exclusion of new positions or positions with new responsibilities in the appropriate unit as defined in Article 3, Section 3, shall be referred to the Bureau of Mediation Services for resolution.

SECTION 4. SUPERINTENDENT. "Superintendent" shall mean Superintendent of Schools or a designated representative(s).

SECTION 5. DAYS. "Days" shall mean duty days except where otherwise expressly designated.

ARTICLE 3. DEFINITIONS (continued)

SECTION 7. CONTRACT YEAR. **The normal duty year over which salary is provided for all principals and assistant principals shall be considered as 260 days subject to other provisions of this article.** All provisions of this Section are subject to the provisions of Article 6, Section 11.

SECTION 8. BOARD. "Board" shall mean the Board of Education of this District and/or its designated official(s).

SECTION 9. PARTIES. "Parties" shall mean the Board and the Association.

SECTION 10. PELRA. "PELRA" is defined as the Public Employment Labor Relations Act (PELRA) of 1971 as amended.

SECTION 11. OTHER TERMS. Terms not defined in this Agreement shall have those meanings as defined in PELRA.

ARTICLE 4. RIGHTS AND RESPONSIBILITIES

SECTION 1. Nothing contained herein shall be construed to limit, impair or affect those rights or responsibilities referred to in PELRA as they apply to the parties or individuals affected by this Agreement.

SECTION 2. DUES CHECK OFF

Subd. 1. Principals shall have the right to request and be allowed dues check off for the Principals' Association as approved by the exclusive representative. The Board agrees to deduct during the designated payroll periods an amount sufficient to provide the payment of dues established by the Association from the salaries of all employees **affirmatively** authorizing in writing such deductions on forms provided by the Association. **A copy of such form shall be forwarded to the employer.**

Subd. 2. **The Principals Association shall immediately notify the employer of any member who, in accordance with provisions stated on the authorization card, affirmatively revokes authorization of said dues and shall provide the employer with a copy of said revocation.**

Subd. 3. **The Employer will endeavor to implement changes to dues checkoff in a timely manner provided that notifications to the employer of any change to the authorization of dues is done within the operating parameters of the Employer for the implementation of authorized changes.**

Subd. 4. The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District in compliance with the provisions of this Section.

## ARTICLE 5. PROFESSIONAL GROWTH

SECTION 1. The parties recognize that professional growth is an inherent continuing obligation of members of a management team. To that end, professional employees shall avail themselves of opportunities for improving their skills. Professional reading, participation in the professional activities of professional organizations, formal and informal study, workshops, in-service training courses, and community activities are examples of the kinds of involvement expected of principals that are encouraged by the Board.

SECTION 2. ALLOWABLE EXPENSES. Within the limits stated in this Section, funds shall be provided to pay the costs for professional memberships, attendance at national or regional conventions, workshops, clinics or other professional meetings approved by the Superintendent. Such meetings shall be in areas of relevance to the contractual responsibilities of the individual and subject to the approval of the Superintendent. "Costs for attendance" shall mean registration fees, lodging, food, and travel. Expenses to be reimbursed shall be properly documented using the appropriate voucher form in accordance with District regulations. In addition to the allowance for conventions, workshops, etc., the allowance may be used toward dues for professional associations each year. The following are eligible associations:

- National Association of Elementary School Principals
  - Minnesota Association of Elementary School Principals
  - National Association of Secondary School Principals
  - Minnesota Association of Secondary School Principals
  - Association for Supervision and Curriculum Development
- Board of School Administrators**

No other organizational membership is eligible for dues payment.

Subd. 1. Allowances for Professional Memberships, Conventions, Workshops, or other Professional Meetings. An amount not to exceed \$2,750 per year maximum shall be made available for allowable expenses for each member of the bargaining unit for the **2017-2018 contract year and \$1,750 for the 2018-2019 contract year.**

1.1 The District shall pay and deduct from each secondary principal and assistant principal's allotted \$2,750 **for the 2017-2018 contract year and \$1,750 for the 2018-2019 contract year** the professional association fees each year for the National and Minnesota Association of Secondary School Principals.

1.2 The District shall pay and deduct from each elementary principal and assistant principal's allotted \$2,750 **for the 2017-2018 contract year and \$1,750 for the 2018-2019 contract year** the professional association fees each year for the National and Minnesota Association of Elementary School Principals.

A principal may carry forward from the one contract year to the next, the full individual allowance for conventions, workshops, etc., or a part thereof which remains unused. Such carryover amount shall be added to the allowance available for the subsequent contract year. The maximum individual allowance available (including any carry over) cannot exceed \$4,000 per contract year.

## SECTION 3. OTHER MEETINGS

Subd. 1. Attendance of principals at other professional meetings with or without loss of pay and with or without expenses may be granted at the discretion of the Superintendent.

Subd. 2. Principals who are selected or elected to serve on regional, state or national professional association committees, boards, or as officers shall be granted the time necessary to perform these duties without loss of rights and benefits, subject to the approval of the Superintendent.

ARTICLE 6. COMPENSABLE LEAVE

SECTION 1. SICK LEAVE. Principals shall be eligible for twelve (12) days of sick leave each year. Part-time principals or principals contracted for less than a school year shall be entitled to a proportionate amount of sick leave rounded off to the nearest half-day for part-time principals and to the nearest full day for others. **Leave of absence form.**

Subd. 1. Principals shall accumulate the unused portion of current sick leave at full pay.

Subd. 2. Any sick leave claim shall be subject to the approval of the Superintendent as to the validity of the circumstances upon which the claim is based. The principal shall, if requested, furnish such certificates and evidence of facts as may be required for verification.

Subd. 3. Sick leave with pay shall not be granted for illness or disability during some other type of leave.

Subd. 4. Sick leave with pay shall be granted for the following specified allowable uses:

- 4.1 Personal Illness: Principals may use accumulated sick leave for hours off due to personal illness. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.
- 4.2 Family Illness: Principals may use accumulated sick leave for hours off due to illness, injury, or disability of a parent or a member of his/her household or to make arrangements for the care of such sick or disabled persons up to a maximum of eight hours sick leave per incident. Up to one hundred sixty (160) of accumulated sick leave may be used in a 12 month period to allow the employee to care for and attend to the serious illness or injury of his/her adult child, spouse, sibling, parent, grandparent, stepparent or member of the household, unless otherwise in accordance with Minnesota Statute § 181.9413. These hours when used are deducted from sick leave.
- 4.3 Sick Child Care Leave. Sick leave to care for a sick child shall be granted on the same terms as the principal is able to use sick leave for the principal's own illness. This leave shall only be granted pursuant to M.S. §181.9413 and shall remain available as provided in Statute.
- 4.4 Adoption Leave/Father of Newborn Child Leave. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) day of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption, thirty days of sick leave may be used for adoption processes or up to six (6) weeks surrounding the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by M.S. §181.9413.

ARTICLE 6. COMPENSABLE LEAVE (continued)

SECTION 2. ATTENDANCE INCENTIVE. Principals who use five (5) or fewer sick leave days per year in the 2013-14 school year will be eligible to receive up to \$1,050 in cafeteria plan credits in calendar year 2015 through an attendance incentive program. Principals who use five (5) or fewer sick leave days per year in the 2014-15 school year will be eligible to receive \$1,050 in cafeteria plan credits in calendar year 2016. This program will be in compliance with Internal Revenue Service (IRS) Code §105, §125 and §129 and will be administered as part of the cafeteria benefits plan (see Article 10, Section 1, Subd. 4). Sick leave used in the previous school year (July 1 through June 30) will determine the principal's eligibility to convert sick leave scheduled for accrual in the upcoming year (e.g., 2008-2009 sick leave is basis for 2010 conversion). Principals must have a minimum of thirty (30) days in their sick leave bank in order to participate. The eligibility for participation in the conversion will be based on the following schedule:

<u>Sick Days Used In Previous School Year</u>	<u>Number of Days Allowed to Sell</u>	<u>Cafeteria Plan Credits Per Day Sold</u>
1 or less day	6 sick leave days	\$175 per day
Greater than 1 day to 3 days	4 sick leave days	\$175 per day
Greater than 3 days to 5 days	2 sick leave days	\$175 per day

Sick leave includes any absence other than personal leave when a deduction in sick leave occurs.

SECTION 3. BEREAVEMENT LEAVE. A leave of absence for bereavement of up to five (5) days with full current pay may be granted because of death of a principal's spouse, child or step-child, parent or step-parent, and regular members of the immediate household. Up to three (3) days of bereavement leave may be granted because of the death of other members of the principal's immediate family. "Immediate family" shall mean, sister or step-sister, brother or step-brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day may be granted for bereavement because of the death of other close relatives. Other close relative shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law. Unused leave for such purposes shall not be accumulated. The Superintendent may grant an extension of bereavement leave at his or her discretion, such extension to be deducted from sick leave.

If a principal is required to travel beyond a two-hundred (200) mile radius of Saint Paul for **purposes** related to eligible bereavement leave, two (2) additional days of leave may be used. Travel extension days shall be subtracted from available sick leave and if requested, principal shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

SECTION 4. QUARANTINE. Principals quarantined by a health officer because of contagious disease conditions in the principal's school shall receive payment for such time lost not to exceed ten (10) days in any school year.

SECTION 5. COURT CASES. Any principal who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the principal is not a party in the case, and provided that the case is not the result of litigation undertaken by the principal or the Association against the District. Any fees that the principal shall receive from the court for such service shall be paid to the District. In cases where the Board is a party in the litigation, the principal shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case. Such leave shall not be subtracted from sick leave.



ARTICLE 6. COMPENSABLE LEAVE (continued)

SECTION 6. PROFESSIONAL LEAVE. Principals may be excused for professional reasons without loss of pay after written application to and approval by the Superintendent. The purpose of such leave must be for the benefit of the District and the written request must be submitted not later than one (1) week in advance of the date of the requested leave. The number of principals requesting leaves and the number of days of leave requested shall be considered in granting or denying requests.

SECTION 7. REQUIRED JURY DUTY. Any principal who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the principal's paying to the Board any fees received minus travel allowance, for such jury service. If so requested by the Superintendent, the principal shall request excuse from jury duty.

SECTION 8. SCHOOL-RELATED INJURIES. A principal who is injured in the course of carrying out duties and responsibilities as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Such leave granted shall not be deducted from the principal's accumulated sick leave. This provision shall apply provided that the principal acted professionally and with appropriate precautions.

SECTION 9. MILITARY LEAVE. Pursuant to and within the limits of the requirements of M.S. §192.26, principals shall be granted military leave for up to fifteen (15) days in any calendar year for required military service.

SECTION 10. SABBATICAL LEAVE OF ABSENCE. Sabbatical leave is a leave of absence involving compensation for travel or study for the purpose of professional enrichment that shall result in benefit to the District.

Subd. 1. In order to be eligible for sabbatical leave, a principal shall have actively served in the District for seven (7) full years or more. In order to be eligible for more than one sabbatical leave, a principal shall have actively served in the District for seven (7) full school years or more following the termination of the previous leave. When an approved sabbatical leave is for a semester or a quarter, such leave shall be construed to be respectively one-half (1/2) or one-third (1/3) of a full year sabbatical leave and the additional one-half (1/2) or two-thirds (2/3) of the full year sabbatical leave may be approved within the same seven (7) year period.

Subd. 2. Sabbatical leave may be granted for a quarter, semester or for a full school year. Leaves for study shall normally start and end at times coterminous with the college calendar for the quarter or semester. Leaves for travel shall start and end at periods coterminous with the District's semesters or on September 1 and February 1 for full-year and semester leaves, respectively.

Subd. 3. The allowance granted to a principal absent on sabbatical leave shall be at the rate of fifty (50) percent of the principal's salary for the portion of the school year in which the leave is to be taken. It shall be paid in regular installments during the school year.

Subd. 4. A principal on sabbatical leave shall retain all rights of tenure and benefits as though working during that period, except that credits earned during sabbatical leave shall not apply for salary purposes before the principal's return to service in the District. Pension contributions by the Board shall be based on the salary paid for the duration of leave. Upon return to service, the principal shall be reassigned to his or her former position or to a similar and equal position.

ARTICLE 6. COMPENSABLE LEAVE, Section 10 (continued)

Subd. 5. The number of sabbatical leaves available to be granted in any year shall be limited to two (2), effective July 1, 1982. Additional leaves above the number herein prescribed may be granted at the sole and exclusive discretion of the Board.

Subd. 6. If the number of approved requests for sabbatical leave exceeds the maximum number allowable, first consideration shall be given to the benefits the District should realize from the leaves. Secondary factors that shall be considered are length of service and benefit to the individual. Consideration may also be given to the availability of a replacement should a leave be granted.

Subd. 7. Principals who are granted sabbatical leave shall pledge themselves to return and serve the District for a period of one (1) contract year. In case a principal is unwilling to meet this obligation for service after sabbatical leave, he or she shall refund, to the Board, over a period of one (1) year, the amount of compensation granted during leave. This provision shall not apply when, upon proper medical certification, it is determined that the principal is incapacitated for any professional employment in the District.

SECTION 11. PUBLIC SERVICE LEAVE

Subd. 1. Upon recommendation of the Superintendent and with approval of the Board, a principal who has been elected to public office may be granted a leave of absence without pay, for such time as may be required to serve his/her term in office.

Subd. 2. Upon recommendation of the Superintendent and with approval of the Board, a principal who has been appointed by an elected official to a public position may be granted a leave of absence for a period up to twelve (12) calendar months without pay.

Extension of such leave for up to twelve (12) additional calendar months may be granted upon recommendation of the Superintendent, at the discretion of the Board.

Subd. 3. Administration shall make an effort to assign a principal who is returning from such public service leave of absence to a vacant position equivalent in rank to the position held prior to leave. The principal shall remain on leave without pay until such an appropriate vacancy shall occur.

SECTION 12. AUTHORIZATION OF LEAVE REQUESTS. All requests shall be granted only upon verification by the Superintendent of the appropriateness of such requests.

SECTION 13. VACATION AND HOLIDAYS

Subd. 1. For principals, vacations and holidays shall be as shown on the school year calendar:

- 1.1 Five (5) vacation days per year shall be available to each principal. In general, use on a school day for students will be discouraged.
- 1.2 Principals may carry over into the following calendar year up to twenty (20) days (160 hours) of vacation with a maximum carryover accumulation of thirty-five (35) days. Maximum payout of vacation at time of separation from employment shall be thirty-five (35) days.
- 1.3 All vacation days **and floating holidays** are scheduled **and** subject to approval by the Superintendent.

Subd. 2. Principals shall be granted time off without loss of pay for those legal holidays named on the school calendar and shall be on duty on those legal holidays on which the Board is authorized to conduct school and as shown on the school calendar.

ARTICLE 6. COMPENSABLE LEAVE (continued)

**Subd. 3. Holidays listed are:**

<b>New Years Day</b>	<b>July 4<sup>th</sup></b>
<b>Martin Luther King Jr. Day</b>	<b>Labor Day</b>
<b>Presidents Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Christmas Day</b>
<b>2 Floating Holidays</b>	

**Subd. 4. Sick Leave Conversion:** Employees who have and maintain a minimum of 180 days (1,440 hours) of accumulated sick leave, may convert such sick leave days in excess of 180 (1,440 hours) to vacation time within the following limitations:

- Conversion shall be on a two-for-one basis.
- No more than twenty (20) days (160 hours) of sick leave may be converted for ten (10) days (80 hours) of vacation time in any one year.
- No sick leave days may be converted to vacation which would result in less than 180 days (1,440 hours) of accumulated sick leave remaining.
- Written application for such conversion is subject to the approval of the Superintendent as to the scheduling of vacation time.

ARTICLE 7. NONCOMPENSATORY LEAVE

SECTION 1. DEFINITIONS

**Subd. 1.** Noncompensatory leave is a leave without pay that may be granted upon request subject to the provisions of this Section and approval of the Superintendent. Such leaves shall be without compensation and without pension contribution or benefits unless required by law.

**Subd. 2.** Noncompensatory leaves may be granted for personal reasons or for reasons of adoption or pregnancy and/or the need to provide parental care for a child or children of the principal for an extended period of time immediately following adoption or termination of pregnancy.

**Subd. 3.** Leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) so long as it remains in force. The Human Resource Department provides procedures that coordinate contractual provisions with FMLA. **Leave of absence [form](#).**

**Subd. 4.** Appropriate vacancy as used herein means a position equivalent to the position held by a principal immediately prior to taking leave and for which the principal on leave is eligible, which has become vacant at the beginning or during the school year, and for which no employee has full rights, including right of recall from layoff.

SECTION 2. APPLICATION PROCEDURES

**Subd. 1.** The Superintendent shall be informed in writing by the principal and the appropriate leave application form completed and sent to the Director of Human Resources at least two (2) calendar months before the commencement of the intended leave.

**Subd. 2.** If the reasons for a parental leave include pregnancy, the principal shall also provide at the time of leave application a signed statement by her physician indicating the expected date of delivery and that the principal is fully capable of meeting the requirements of her position until the date of the leave.

ARTICLE 7. NONCOMPENSATORY LEAVE (continued)

SECTION 3. PARENTAL LEAVE

Subd. 1. Parental leave may be taken for a period of up to twelve (12) calendar months. When feasible, an effort shall be made to begin a leave coincident with some natural break in the school year; e.g., winter vacation, spring vacation or the end of the school year.

Subd. 2. Except as noted in Subd. 4, parental leave may be extended for a maximum of twelve (12) additional calendar months provided that a written request for an extension is provided the Director of Human Resources by the principal at least two (2) calendar months prior to the termination date of the initial leave period.

Subd. 3. Parental leave shall be extended until an appropriate vacancy occurs if none has been offered to the principal at the time the leave would otherwise terminate. If the principal refuses reassignment to an appropriate vacancy when it is offered, that principal thereby waives all further rights to reassignment.

Subd. 4. Parental Leave With Guarantee Of Position

- 4.1 A principal granted parental leave pursuant to the provisions of this Section shall, upon written request and in compliance with this Subd, be granted the same right to the position held immediately prior to the leave as though the principal had been working in that position during the leave period. Such absences shall not be counted as time employed for purposes of salary determination or tenure.
- 4.2 A parental leave with position guarantee shall be granted only for the reasons directly attributable to the principal's present condition of pregnancy.
- 4.3 The parental leave with position guarantee shall be limited to a maximum of four (4) calendar months during a regular school year, except as noted in Subd. 4 and 5 following.
- 4.4 If a parental leave with position guarantee is requested which would terminate after May 1 or begin prior to October 1, such leave may be amended to terminate at the end of the school year in the first instance, or be extended at the beginning of the school year in the second instance at the discretion of the Director of Human Resources.
- 4.5 The scheduled date of commencement or termination of parental leave with position guarantee may otherwise be extended only upon receipt by the Director of Human Resources of written verification by the attending physician that the principal is unable to continue or resume working for health reasons attributable to the pregnancy.
- 4.6 A parental leave with position guarantee shall not be granted which in effect would extend the leave from one school year into a succeeding school year.
- 4.7 Should a principal on parental leave with position guarantee anticipate returning to work prior to the scheduled termination date of the leave, she shall provide the Director of Human Resources sufficient prior written notice to allow appropriate accommodations to be made for her early return.
- 4.8 A principal on parental leave with position guarantee who fails to return from such leave as scheduled for reasons other than those included under Subd. 4.5 of this Section shall thereby relinquish any right to retain or be granted another parental leave with position guarantee. In such instance, unless a principal chooses to resign, the present leave shall be extended without position guarantee to the beginning of the first school year following the school year in which her leave was granted with no additional extension of such leave to be granted except as noted in Section 3, Subd. 3.

ARTICLE 7. NONCOMPENSATORY LEAVE (continued)

SECTION 4. PROCEDURES FOR TERMINATION OF NONCOMPENSATORY LEAVE

Subd. 1. Except for leaves granted with position guarantee, the principal on noncompensatory leave shall notify the Director of Human Resources that the principal desires to terminate the leave on the scheduled date or earlier and to be reassigned to an appropriate vacancy. Such notification shall be provided in writing at least two (2) months prior to the desired date of return from leave.

Subd. 2. If the noncompensatory leave was taken for reasons which include pregnancy, the principal shall provide the Director of Human Resources, prior to the resumption of working duties, a completed physical examination form (Form 44A) signed by her physician verifying her fitness to assume the full responsibilities of her position.

Subd. 3. Upon termination of the scheduled noncompensatory leave, or earlier by agreement between the principal and the Director of Human Resources, the principal shall be reassigned to an appropriate vacancy. When feasible, a reasonable adjustment of time may be made in order to coincide with a normal break in the school year; e.g., winter vacation, spring vacation or the end of the school year.

ARTICLE 8. PRINCIPAL BENEFITS

SECTION 1. ACTIVE EMPLOYEE HEALTH AND LIFE INSURANCE

Subd. 1. Principals who have been regularly employed in the District for more than thirty (30) days are eligible for benefits included in the insurance program for District employees, and any supplemental or replacement program required to provide benefits described in the Subd. 2 through 7 of this Section. Insurance benefits provided eligible principals include hospital, surgical, medical, major medical, dental, long-term disability, and life insurance coverage. Detailed descriptions of coverages, options, procedures, and eligibility requirements are provided in a pamphlet prepared for that purpose.

A principal whose spouse is also employed by the District may have single coverage premium contribution for health/hospitalization or may have family coverage premium contribution if his/her spouse waives coverage under any other labor contract in this District or may elect to waive this coverage and premium contribution in favor of the spouse's coverage and premium contribution.

Current Minnesota legislation does not allow the District to offer insurance coverage for domestic partners. If legislative authority is granted, the District will offer coverage to eligible domestic partners no later than the open enrollment period following the legislative change.

Subd. 2. Health Maintenance Organization

Employees and or retirees selecting a plan offered by a Health Maintenance Organization (HMO) agree to accept any changes in benefits which the specific HMO implements.

ARTICLE 8. PRINCIPAL BENEFITS, Section 1 (continued)

Subd. 3. Cafeteria Benefits Plan

3.1 Effective January 1, 1999, employee benefits will be offered to eligible employees through a Cafeteria Plan qualified under IRS Codes §105, §125, and §129. The cafeteria plan will contain a core set of benefits. Enrollment in these core benefits is required in order to participate in the cafeteria plan and receive any Employer contributions. Additional optional benefits are offered allowing employees to select benefits that meet their individual needs.

3.1.1 Effective June 1, 2008, core life insurance coverage is increased to \$150,000.

3.2 Cafeteria Plan Credits: Employees who qualify for coverage can receive two (2) types of cafeteria credits:

3.2.1 Credits Earned from Attendance Incentive Plan: Principals can annually earn up to \$1,050 in credits from participation in the Attendance Incentive Plan (See Article 6, Section 2). These credits may be used only to purchase core cafeteria plan benefits or other qualified items contained in the Cafeteria Plan.

3.2.2 District Contribution to Cafeteria Plan Credits. Each eligible full-time principal with single coverage shall receive \$891 per month that may be spent in a District qualified cafeteria benefits plan. Each eligible full-time principal with family or single plus one coverage shall receive \$1,230.

3.2.2.1 Effective July 1, 2016, each eligible full-time principal with single coverage shall receive \$891 per month that may be spent in a District qualified cafeteria benefits plan. Each eligible full-time principal with family or single plus one coverage shall receive \$1,290 per month.

3.2.2.2 Effective July 1, 2017, each eligible full-time principal with single coverage shall receive \$891 per month that may be spent in a District qualified cafeteria benefits plan. Each eligible full-time principal with family or single plus one coverage shall receive \$1,350.

3.2.3 If the cost of benefits selected by the employee exceeds the amount of credits an employee receives from 3.2.1 and 3.2.2 above, that cost shall be paid by the employee through payroll deduction.

3.3 A principal who is insured as a dependent through the medical (dental) insurance coverage provided by the District may elect to waive the employee medical (dental) insurance coverage in the core set of benefits. This is the sole exception where the employee may elect not to enroll in the full core of benefits.

Subd. 4. Principal Eligibility for Cafeteria Plan Credits

4.1 Full-time employees. Full-time employees shall receive the District contribution stated in 3.2.2 above.

4.1.1 Full-time employment is defined as appearing on the payroll for at least 95 percent time.

ARTICLE 8. PRINCIPAL BENEFITS, Section 1 (continued)

4.2 Part-time employees employed or assigned to part-time after January 1, 1990. For the purpose of this Subd, part-time employment is defined as appearing on the payroll at least 50 percent time, but less than 94 percent time. Part-time employees shall receive the prorated District contribution to Cafeteria Plan credits stated in 3.2.2 above as follows:

4.2.1 For each eligible principal covered by this Agreement who is employed part- time and who selects the core set of benefits in the Cafeteria Plan, the District agrees to contribute a prorated amount rounded to the nearest 10 percent level of the amount contributed for full-time employees specified in 3.2.2. That is, part-time employees working 50-54 percent time would be granted 50 percent contribution; part-time employees working 55-64 percent time would be granted 60 percent contribution, and so on.

Subd. 5. Eligible principals on non-compensable leave may elect to continue all or part of medical, dental or life insurance coverages for a period up to one (1) year provided, however, that the Board shall not contribute to the cost of such coverage until the principal returns to active service in the District.

5.1 The District shall continue to contribute, for a period of one (1) calendar year following the death of an eligible principal, the cost of premiums for health insurance coverage for dependents then currently covered at the rate then currently paid, of a principal deceased while actively employed in the District, whose death arises out of the employment relationship.

Subd. 6. Flexible Spending Account. It is the intent of the Employer to maintain during the term of this Agreement a plan for medical and child care expense accounts to be available to employees in this bargaining unit who are eligible for Employer-paid premium contribution for health insurance for such expenses, within the established legal regulations and IRS requirements for such accounts. Effective January 1, 1999, the Flexible Spending Account will be incorporated as part of the qualified Cafeteria Plan.

SECTION 2. RETIREMENT HEALTH INSURANCE

Subd. 1. Benefit Eligibility for Employees who Retire Before the Age of Normal/Typical Medicare Eligibility

1.1 Employees hired into District service before January 1, 1996, must have completed the following conditions at the time of retirement to qualify for any District contribution of premium payment for health insurance or life insurance:

- A. Be receiving pension benefits from the St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District;
- B. Must have completed at least fifteen (15) years of continuous employment with the District prior to retirement. Years of service required for benefits continuation is the same as required for teachers. This eligibility requirement will remain the same as that provided to District teachers.

ARTICLE 8. PRINCIPAL BENEFITS, Section 2 (continued)

1.2 All retirees must meet the following requirements:

- A. A retiree may not carry his/her spouse as a dependent if such spouse is also District retiree or District employee and eligible for and is enrolled in the District health insurance program, or in any other Employer-paid health insurance program.
- B. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- C. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.
- D. Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for either pre or post-age 65 insurance coverage.
- E. Employees hired on or after January 1, 2014, will not be eligible for any District contribution toward health insurance upon retirement.

Subd. 2. Employer Contribution Levels for Employees Retiring Before the Age of Typical Medicare Eligibility

2.1 Health Insurance Employer Contribution

Employees who meet the requirements in Subd. 1 will receive a District contribution toward health insurance until the employee reaches sixty-five (65) years of age as defined in this Subd.

- 2.1.1 The District contribution toward health insurance premiums will equal the same dollar amount the District contributed for single or family coverage to the carrier in the employee's last month of active employment.
- 2.1.2 In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.
- 2.1.3 Any employee who is receiving a family coverage premium contribution at date of retirement and later changes to single coverage will receive the dollar contribution to single coverage that was provided in the contract under which the retirement became effective.

2.2 Life Insurance Employer Contribution

The District will provide for early retirees who qualify under the conditions of Subd. 1 above, premium contributions for eligible retirees for \$5,000 of life insurance only until their 65th birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

Subd. 3. Benefit Eligibility for Employees After the Age of Typical Medicare Eligibility

- 3.1 Employees hired into the District before January 1, 1996, who retired before age sixty-five (65) and are receiving benefits per Subd. 2 above are eligible, upon reaching age sixty-five (65), for employer premium contributions for health insurance described in Subd. 4 of this Section.
- 3.2 Employees hired into the District before January 1, 1996, who retire at age sixty-five (65) or older must have completed the service eligibility requirements in Subd. 1 to receive District contributions toward post-age sixty-five (65) health insurance premiums.



ARTICLE 8. PRINCIPAL BENEFITS, Section 2 (continued)

3.3 Employees hired on or after January 1, 1996, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.

Subd. 4. Employer Contribution Levels for Employees After Age Sixty-Five (65)

4.1 Employees hired into the District before January 1, 1996, and who meet the eligibility requirements in Subd. 3.1 or 3.2 of this Section, are eligible for premium contributions for a Medicare Supplement health coverage policy selected by the District. Premium contributions for such policy will not exceed:

<u>Coverage Type</u>	<u>Single</u>	<u>Family</u>
Medicare Eligible	\$300 per month	\$400 per month
Non-Medicare Eligible	\$400 per month	\$500 per month

At no time shall any payment in any amount be made directly to the retiree.

Any premium cost in excess of the maximum contributions specified must be paid directly and in full by the retiree, or coverage will be discontinued.

Subd. 5. Employees hired after January 1, 1996

5.1 All employees hired after January 1, 1996, are eligible to participate in an Employer-matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. Effective July 1, 2016, the District will match up to **\$2,750** per year of consecutive active service. Part-time employees working half-time or more will be eligible for up to one half (50 percent) of the available District match. **Employees shall have \$1,000 deposited to a 403B or other deferred compensation account at the beginning of each calendar year without a match from the employer. All other dollars above that must be on a match basis up to the maximum of \$2,750. Employees must have an account set up for deposit of funds.**

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan or District approved 403(b) plan shall apply. The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations.

The employee must initiate an application to participate through the District's specified procedures.

5.2 Employees hired on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.

Subd. 6. Employees hired after January 1, 2014

6.1 **Employees hired on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.**

SECTION 3. LIABILITY INSURANCE

Subd. 1. Principals are included as additional insureds on the liability policy of this District.

SECTION 4. MILEAGE

Subd. 1. Principals whose jobs require use of an automobile will be reimbursed on the basis of the current Board approved rate. Reimbursable mileage shall be reported and paid in accordance with the rules and regulations established by the District.

Subd. 2. Recipients of mileage reimbursement shall maintain automobile liability insurance in the amounts not less than \$100,000/\$300,000 for personal injury and \$50,000 for property damage.

ARTICLE 8. PRINCIPAL BENEFITS (continued)

SECTION 5. SEVERANCE PAY. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules.

Subd. 1. Severance Pay . All payments made under this subd. shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan."

Subd. 2. Eligibility. To be eligible for the 403(b) tax-deferred retirement program for sheltering severance pay and vacation pay, a principal must meet the following requirements:

- 2.1 The employee must be eligible upon separation of service to receive pension benefits under provisions of the St. Paul Teachers Retirement Fund or the Public Employee's Retirement Association (PERA) or other public employee pension program.
- 2.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency or any other disciplinary reason are not eligible for this severance pay program.
- 2.3 For the purpose of this severance program, the death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above at the time of his or her death, payment of the severance pay may be made to the employee's estate.

Subd. 3. Severance Pay

3.1 Early Notification Incentive. Principals who meet eligibility requirements of Subd. 2 of this Section and who complete, sign and submit a Resignation Notice form to the Director of Human Resources by March 1 stating that they will retire at the end of the school year, or later up to March 1 of the following year, and who maintain active employment status until the end of the school year, or resignation date if later, will receive a District contribution of \$2,500 to the Severance Plan.

3.1.1 Effective December 1, 2008, Principals who meet eligibility requirements of Subd. 2 of this Section and who complete, sign and submit a Resignation Notice form to the Director of Human Resources by December 1 stating that they will retire at the end of the school year, or later up to March 1 of the following year, and who maintain active employment status until the end of the school year, or resignation date if later, will receive a District contribution of \$3,500 to the Severance Plan.

3.2 Exigent Circumstances. Eligible employees are encouraged to notify the Director of Human Resources as soon as possible that they plan to retire. If an employee submits documentation verifying that exigent circumstances exist that made early notification of retirement plans impossible, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, the District will review and consider this information and may waive any reduction of severance as provided in 3.1 above.

3.3 Pay for Unused Sick Leave. If an employee requests severance pay and meets the eligibility requirements set forth in Subd. 2, he or she will receive a District contribution to the Severance Plan in an amount equal to **\$270** for each day of accrued unused sick leave for up to one hundred twenty two and twenty two one-hundredth (122.22) days.

3.4 Maximum Severance. Effective July 1, 2016, the maximum amount of money that any employee may obtain through the Severance Plan from the combination of December 1 early notification incentive and pay for unused sick leave is \$33,000.

ARTICLE 8. PRINCIPAL BENEFITS (continued)

Subd. 4. Pay for Earned, Unused Vacation. Principals who meet the eligibility requirements of 2.1 of this Section, who qualify for severance pay per 3.1 or 3.2 of this Section, and who retire with earned, unused vacation shall receive pay for such vacation. Principals who retire at the end of a school year will not be prorated for five (5) days of vacation credited in January of that year. Payment for earned, unused vacation shall be made to the Severance Plan.

SECTION 6. PENSION BENEFITS. The Board shall provide pension **contribution** as established by law.

SECTION 7. WORKERS' COMPENSATION. Additional benefits over and above those received under the Workers' Compensation Act shall be paid out of the accumulated sick leave of the principal if the principal so elects. In no case shall these additional benefits, together with those received under this Act, total more than the principal's regular salary, nor shall these additional benefits exceed the amount of accumulated sick leave.

**SECTION 8. DEFERRED COMPENSATION Employees who are not covered under Section 2, Subd. 5 or Subd. 6 of this article, shall have \$1,000 deposited to a 403B or other deferred compensation account at the beginning of each calendar year without a match from the employer. All other dollars above that must be on a match basis up the maximum of \$2,750. Employees must have an account set up for the deposit of funds.**

ARTICLE 9. PROTECTION

SECTION 1. Upon written request of the principal involved, the District shall provide legal counsel for any principal against whom claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of such principal. The choice of such legal counsel shall be made only after consultation with the principal.

Provision of counsel shall not be construed to render the District liable for its torts, except as otherwise provided by law, or for reimbursement of costs of counsel provided to the principal pursuant to the contract obligation of another or otherwise than under M.S. § 127.03, Subd. 2, or for payment of any judgments or any other costs or disbursements in connection therewith where the judgment, cost or disbursement is against the principal and not against the District.

ARTICLE 10. VACANCIES, NEW POSITIONS, AND PROBATION

SECTION 1. When a vacancy exists for which no principal on layoff or demotion has full rights, or when a new principal position is created, insofar as the exigencies of the situation permit, the existence of such vacancy or new position shall be made known to the staff **and association president** for opportunity to apply for such position.

SECTION 2. There shall be a two (2) year probationary period for new promotional appointments to the position of principal or assistant principal and appointments made to a positions within the principals bargaining unit where the employee has not previously held such a position. For the purposes of this article a position is the same as the salary schedules defined in Article 13, Salary Provisions, Section 9. Principal Salary Schedule. There shall be an additional two (2) year probationary period for an assistant principal appointed to the position of principal. Probationary principals or assistant principals who have teacher tenure in the District, who are not confirmed in the promotional position, have the right to return to their previous position if it remains in existence, or to a position equivalent to the one held prior to the probationary promotional appointment. Probationary principals and assistant principals who have previously held a position within the principal bargaining unit and are not confirmed in the new appointment have the right to return to their previous position if it remains in existence or to a position equivalent to the one held prior to the probationary appointment. Such return to the previous or equivalent position shall not be considered a demotion for the purposes of the tenure law.

SECTION 3. A principal's initial placement on the salary schedule shall be made pursuant to District policy and with notification to the Principals' Association.

ARTICLE 11. PRINCIPAL CALENDAR

SECTION 1. DUTY. **Secondary Principals shall have 224 duty days and 25 non-duty days within each contract year. Elementary Principals and all Assistant Principals shall have 219 duty days and 30 non-duty days. Principals and Assistant Principals shall submit a calendar which indicates the duty days and the non-duty days for approval by the Superintendent or appropriate designee.**

ARTICLE 12. GRIEVANCE PROCEDURE

SECTION 1. PURPOSE. The purpose of this grievance procedure is to secure solutions to grievances equitably, expeditiously, and at the lowest possible administrative level.

SECTION 2. DEFINITIONS

Subd. 1. “Grievance” is the allegation of a specific violation, misinterpretation or misapplication of the provisions of this Agreement.

Subd. 2. “Principal” shall mean any member of the appropriate unit as certified by the effective order of the Bureau of Mediation Services, State of Minnesota.

Subd. 3. “Days” shall mean all weekdays, excluding Saturdays and Sundays and those holidays and vacation periods specified on the school calendar.

Subd. 4. “Grievant” shall mean a principal claiming a grievance. At Levels 2, 3, or 4, the grievant may be represented by the Association or other properly designated representative. Beginning at Level 2, in the case of more than one grievant claiming the same grievance, the Association may carry the matter forward as a single grievance.

Subd. 5. “Superintendent” shall mean the Superintendent of Schools or his or her designated representative.

Subd. 6. “BMS” shall mean the Bureau of Mediation Services.

Subd. 7. “Board” shall mean the Board of Education of Independent School District No. 625. The Board may be represented at any step of this procedure by its designated representatives.

Subd. 8. “Parties” shall mean the grievant and the Board or their designated representatives.

Subd. 9. “Association” shall mean the Saint Paul Principals’ Association.

SECTION 3. PROCEDURES

Level 1. A sincere attempt shall be made to resolve any grievances orally between the grievant and immediate superior.

Level 2. If the attempt at Level 1 does not satisfy the grievant, and if he/she has not submitted the grievance in writing to the immediate supervisor, the grievant shall do so **in writing** within twenty (20) days after the principal knew or should have known of the incident giving rise to the grievance. Within eight (8) days after receipt of the written grievance claim, the grievant’s immediate superior shall communicate his/her decision in writing to the grievant.

Level 3. If the grievant is dissatisfied with the decision communicated in Level 2, **the grievant** may file the grievance with the Superintendent within five (5) days after the Level 2 decision is due or received. Within ten (10) days after receipt of the written grievance claim, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The grievant shall be given at least two (2) days’ notice of the meeting. Within ten (10) days after this meeting, the Superintendent shall communicate his/her decision in writing to the grievant and the Association.

ARTICLE 12. GRIEVANCE PROCEDURE, Section 3 (continued)

Level 4. (Arbitration) If the grievant is dissatisfied with the Level 3 disposition of a grievance claim concerning provisions of the negotiated contract, the Association may so indicate this and send a request for arbitration in writing to the Board within five (5) days after the date the written decision from the Superintendent is received or due.

Within ten (10) days of receipt of the request for arbitration, the Board representative may meet with the Association in an effort to select a neutral third party to arbitrate the dispute. If no agreement is reached on a third party, the Association may request from the Bureau of Mediation Services (BMS) a list of possible arbitrators, provided this request is made within thirty (30) days after receipt or due date of the Level 3 decision. The Board representative and the Association shall, under the direction of the BMS alternately strike names from the list of five (5) arbitrators selected by BMS until only one (1) name remains, which shall become the arbitrator.

Upon appointment, the arbitrator shall schedule a hearing de novo at which the Board's representatives and the Association and/or the grievant may offer testimony and make written or oral arguments relating to the grievance before the arbitrator.

The arbitrator shall have jurisdiction over disputes 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 provisions of a negotiated agreement, nor to any grievance which has not been submitted to arbitration in compliance with the terms of the grievance procedure as outlined herein, nor to matters of inherent managerial policy of the Board and the Superintendent.

The decision of the arbitrator shall be rendered in writing within twenty (20) days after the close of the hearing. The arbitrator shall have the power to make appropriate awards and his/her decision shall be binding upon the parties within the limitations described herein and in the Public Employment Labor Relations Act of 1971 as amended.

The parties shall share equally the costs and fees of the arbitrator. All other expenses shall be borne by the party incurring the expense, unless the parties have mutually agreed to share specific other costs.

SECTION 4. GENERAL CONDITIONS

Subd. 1. Time Limits. Written decisions at each level shall be issued as soon as possible, but not later than the stated limits, except as these limits are extended by mutual consent in writing prior to the expiration of the time limits.

If a grievant fails to pursue any step within the time limit provided, he/she shall have no further right to process the grievance.

Failure by the Board or its representative to issue a decision within the stipulated time limits shall constitute a denial of the grievance and the grievant may appeal to the next level.

Subd. 2. Representation. The grievant shall have the right to have a representative present at all levels but at no expense to the Board.

Subd. 3. Association. The Association shall be informed by the Superintendent of any decision regarding a grievance at Level 3.

Subd. 4. Grievant's Responsibility. The time needed to pursue a grievance procedure is not to conflict with a principal's obligations toward the District.

ARTICLE 12. GRIEVANCE PROCEDURE, Section 4 (continued)

Subd. 5. Principal's Rights. Nothing herein shall be construed to limit, impair or affect the right of any principal, group of principals, their representatives or their professional organization to express or communicate their views, complaints or opinions to the Board.

Subd. 6. Board Authority. Nothing in this procedure shall be construed to diminish or enlarge the authority and/or responsibility of the Board as granted to school boards by the legislature of the State of Minnesota.

Subd. 7. No Reprisal. The fact that a grievance is appropriately raised, regardless of its ultimate disposition, shall not be recorded in the principal's personnel file or in any file or record utilized in the evaluation or promotion process; nor shall such fact be used in any recommendations for job placement; nor shall a principal be placed in jeopardy or be subject to reprisal for having followed these grievance procedures.

ARTICLE 13. SALARY PROVISIONS

Compensation-related provisions of this Article shall be as follows:

SECTION 1. Individuals holding the appropriate degree and possessing experience in the position noted shall be compensated pursuant to the salary schedule as shown in Section 10 except as expressly modified in this Article.

SECTION 2. Principals shall be eligible for change in lane placement on the salary schedule in accordance with the changes in their earned degrees and credits as specified in the provisions of this Section.

Subd. 1. General Eligibility Requirements. Graduate credits and degrees to be considered for application to the salary schedule shall be earned from institutions recognized for the purpose of certification by the State Department of Education provided, however, that course work from other institutions may be considered only if the work is relevant to the principal's professional assignment, and if equivalent course content is not available through accredited institutions deemed by the Superintendent to be reasonably accessible to the principal, and only with prior approval of the Superintendent.

Subd. 2. All graduate work must carry a minimum grade average of "B" in each institution where the work is completed. If a conventional grading system is not used, verification of satisfactory completion of the course shall be the equivalent of a "B" grade for purposes of this Section.

Subd. 3. All credits and degrees to be recognized must be relevant to the professional assignment of the principal.

Subd. 4. Only graduate credits shall be applicable toward lane advancement. The only exceptions shall be for course work specifically approved in advance by the Director of Human Resources.

Subd. 5. Procedures for effecting lane changes:

5.1 Evaluation of credits for lane changes shall be made only after receipt of written request, and the required documentation, in the Human Resource Department. Evaluation of credits for lane changes shall be made within three (3) full pay periods after receipt of any of the following "official" materials: (1) official transcripts; (2) original grade reports; (3) original certificates of eligible in-service credits; (4) electronic copies of transcripts or grade reports accessed from the granting institution.

5.2 Lane change salary increases may be paid only after all official documentation has been received.

ARTICLE 13. SALARY PROVISIONS (continued)

Subd. 6. Individuals eligible for a change to a higher lane on the salary schedule during the contract year shall receive the increase, effective from the date of the first full pay period after receipt in the Human Resource Department of the necessary verification, but no earlier than July 1 of any school year.

Subd. 7. Lane changes shall not exceed one (1) per fiscal year except for movement from MA+45 to Ph.D.

SECTION 3. When an assistant principal is promoted and appointed by the Board as principal, the new principal will be placed in that step on the appropriate principals' pay scale that results in a pay increase consistent with the formula used by the Human Resource Department as for administrative promotions in the District over the salary received as an assistant principal. This provision applies only to promotional appointments enacted by the Board.

SECTION 4. Experience credit for each of the years covered by this contract shall be granted as determined by rounding applicable experience to the nearest whole contract year as of July 1 in each year.

SECTION 5. For additional time worked by principals and assistant principals beyond their normal contract year, compensation shall be paid on a prorata basis to the affected principal based upon the biweekly pay schedule of the immediate preceding school year.

SECTION 6. SPECIAL DUTY STIPEND. Principals administering more than a single building shall receive an additional annual stipend of **\$1,000** beyond the basic schedule.

SECTION 7. SERVICE FACTOR

Subd. 1. Service factors are fixed annual dollar amounts beyond the principal's annual salary as prescribed by the salary schedule, at the beginning of fifteen (15) years of experience in the District and at the beginning of twenty (20) years of experience in the District. Service factors become effective only at the beginning of a contract year and are not prorated for extended year contracts or assignments.

1.1 2011-13 Amounts are as follows:

Lanes	MA through Ph.D.	
Required years of Saint Paul experience	15 yrs.	20 yrs.
Dollar amount above annual salary prescribed by salary schedule	\$2,000	\$5,000

SECTION 8. Step Advancement

Subd. 1. A contracted principal will be advanced one (1) full step on the salary schedule on July 1 each year unless the principal is on an improvement plan and designated as not on track with the requirements of the plan.

Subd. 2. Placement on an improvement plan is at the discretion of the District. A principal may appeal the components or timelines of an improvement plan to the Superintendent. If a step advancement is withheld beyond twelve (12) months, the principal may utilize the grievance procedure to seek reinstatement of the step.

ARTICLE 13. SALARY PROVISIONS (continued)

SECTION 9. PRINCIPAL SALARY SCHEDULE

Effective: January 6, 2018

	STEP	MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Ph.D.
		8	9	10	11	12/13	14
SENIOR HIGH	3	\$98,009	\$98,965	\$100,163	\$101,128	\$102,321	\$103,281
SCHOOL	4	\$101,488	\$102,478	\$103,720	\$104,719	\$105,957	\$106,950
PRINCIPAL	5	\$104,965	\$105,991	\$107,275	\$108,310	\$109,591	\$110,619
	6	\$111,006	\$112,092	\$113,451	\$114,548	\$115,905	\$116,991
	7	\$117,677	\$118,830	\$120,272	\$121,435	\$122,875	\$124,233
	8	\$123,524	\$124,734	\$126,250	\$127,473	\$128,985	\$130,412
	9	\$125,437	\$126,648	\$128,163	\$129,385	\$130,900	\$132,327
	10	\$127,302	\$128,532	\$130,071	\$131,312	\$132,847	\$134,295
	11	\$131,131	\$132,397	\$133,983	\$135,260	\$136,842	\$138,385
JUNIOR HIGH	3	\$93,308	\$94,296	\$95,289	\$96,273	\$97,271	\$98,250
SCHOOL	4	\$96,614	\$97,639	\$98,670	\$99,688	\$100,722	\$101,737
PRINCIPAL	5	\$99,923	\$100,985	\$102,046	\$103,106	\$104,175	\$105,225
	6	\$105,666	\$106,789	\$107,916	\$109,037	\$110,170	\$111,281
	7	\$112,009	\$113,201	\$114,398	\$115,585	\$116,787	\$117,969
	8	\$117,570	\$118,821	\$120,079	\$121,327	\$122,590	\$123,831
	9	\$119,485	\$120,735	\$121,993	\$123,241	\$124,504	\$125,746
	10	\$121,261	\$122,530	\$123,807	\$125,074	\$126,354	\$127,615
	11	\$124,908	\$126,215	\$127,529	\$128,835	\$130,155	\$131,453
ASSISTANT	3	\$88,701	\$89,652	\$90,604	\$91,791	\$92,741	\$93,691
SECONDARY	4	\$91,843	\$92,828	\$93,815	\$95,045	\$96,027	\$97,014
PRINCIPAL	5	\$94,983	\$96,005	\$97,024	\$98,298	\$99,316	\$100,335
	6	\$100,436	\$101,517	\$102,600	\$103,945	\$105,024	\$106,103
	7	\$106,461	\$107,604	\$108,753	\$110,183	\$111,327	\$112,473
	8	\$111,740	\$112,942	\$114,149	\$115,651	\$116,854	\$118,057
	9	\$113,653	\$114,856	\$116,062	\$117,566	\$118,767	\$119,972
	10	\$115,343	\$116,563	\$117,788	\$119,313	\$120,533	\$121,754
	11	\$118,811	\$120,070	\$121,329	\$122,902	\$124,159	\$125,416
ELEMENTARY	3	\$91,149	\$92,110	\$93,078	\$94,035	\$94,995	\$95,956
SCHOOL	4	\$94,380	\$95,375	\$96,375	\$97,370	\$98,366	\$99,360
PRINCIPAL	5	\$97,609	\$98,640	\$99,675	\$100,704	\$101,734	\$102,765
	6	\$103,217	\$104,307	\$105,404	\$106,494	\$107,583	\$108,675
	7	\$109,409	\$110,567	\$111,732	\$112,887	\$114,045	\$115,281
	8	\$114,839	\$116,054	\$117,279	\$118,492	\$119,709	\$121,007
	9	\$116,752	\$117,969	\$119,192	\$120,406	\$121,623	\$122,921
	10	\$118,487	\$119,721	\$120,964	\$122,196	\$123,432	\$124,749
	11	\$122,051	\$123,322	\$124,601	\$125,870	\$127,144	\$128,501
ASSISTANT	3	\$84,397	\$85,345	\$86,295	\$87,244	\$88,204	\$89,155
ELEMENTARY	4	\$87,381	\$88,362	\$89,349	\$90,332	\$91,327	\$92,311
PRINCIPAL	5	\$90,365	\$91,383	\$92,403	\$93,420	\$94,449	\$95,470
	6	\$95,547	\$96,625	\$97,704	\$98,783	\$99,872	\$100,951
	7	\$101,272	\$102,415	\$103,561	\$104,703	\$105,859	\$107,005
	8	\$106,286	\$107,489	\$108,693	\$109,894	\$111,109	\$112,312
	9	\$108,200	\$109,401	\$110,608	\$111,809	\$113,022	\$114,227
	10	\$109,807	\$111,027	\$112,250	\$113,470	\$114,702	\$115,923
	11	\$113,109	\$114,366	\$115,625	\$116,883	\$118,151	\$119,409



ARTICLE 13. SALARY PROVISIONS (continued)

SECTION 9. PRINCIPAL SALARY SCHEDULE

Effective January 5, 2019

	STEP	MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Ph.D.
		8	9	10	11	12/13	14
SENIOR HIGH	3	\$98,989	\$99,954	\$101,164	\$102,140	\$103,344	\$104,313
SCHOOL	4	\$102,503	\$103,502	\$104,757	\$105,766	\$107,017	\$108,019
PRINCIPAL	5	\$106,015	\$107,051	\$108,348	\$109,393	\$110,687	\$111,725
	6	\$112,116	\$113,213	\$114,586	\$115,694	\$117,064	\$118,161
	7	\$118,854	\$120,018	\$121,475	\$122,650	\$124,103	\$125,475
	8	\$124,759	\$125,981	\$127,513	\$128,748	\$130,275	\$131,716
	9	\$126,691	\$127,914	\$129,445	\$130,679	\$132,209	\$133,650
	10	\$128,575	\$129,817	\$131,372	\$132,625	\$134,176	\$135,638
	11	\$134,631	\$135,897	\$137,483	\$138,760	\$140,342	\$141,885
JUNIOR HIGH	3	\$94,241	\$95,239	\$96,242	\$97,236	\$98,244	\$99,232
SCHOOL	4	\$97,580	\$98,615	\$99,657	\$100,685	\$101,729	\$102,755
PRINCIPAL	5	\$100,923	\$101,995	\$103,067	\$104,137	\$105,217	\$106,277
	6	\$106,723	\$107,857	\$108,996	\$110,127	\$111,271	\$112,394
	7	\$113,129	\$114,333	\$115,542	\$116,741	\$117,955	\$119,149
	8	\$118,746	\$120,010	\$121,280	\$122,541	\$123,816	\$125,069
	9	\$120,680	\$121,943	\$123,213	\$124,474	\$125,749	\$127,003
	10	\$122,473	\$123,755	\$125,045	\$126,325	\$127,618	\$128,891
	11	\$128,158	\$129,465	\$130,779	\$132,085	\$133,405	\$134,703
ASSISTANT	3	\$89,588	\$90,548	\$91,510	\$92,709	\$93,669	\$94,628
SECONDARY	4	\$92,762	\$93,756	\$94,753	\$95,995	\$96,987	\$97,984
PRINCIPAL	5	\$95,933	\$96,965	\$97,994	\$99,281	\$100,309	\$101,339
	6	\$101,441	\$102,532	\$103,626	\$104,985	\$106,074	\$107,164
	7	\$107,526	\$108,680	\$109,840	\$111,285	\$112,441	\$113,597
	8	\$112,858	\$114,072	\$115,291	\$116,808	\$118,023	\$119,237
	9	\$114,790	\$116,005	\$117,223	\$118,742	\$119,955	\$121,172
	10	\$116,496	\$117,729	\$118,966	\$120,506	\$121,739	\$122,972
	11	\$121,311	\$122,570	\$123,829	\$125,402	\$126,659	\$127,916
ELEMENTARY	3	\$92,061	\$93,031	\$94,008	\$94,975	\$95,944	\$96,916
SCHOOL	4	\$95,324	\$96,329	\$97,339	\$98,344	\$99,350	\$100,353
PRINCIPAL	5	\$98,586	\$99,626	\$100,672	\$101,711	\$102,752	\$103,793
	6	\$104,249	\$105,350	\$106,458	\$107,559	\$108,659	\$109,762
	7	\$110,503	\$111,672	\$112,850	\$114,016	\$115,186	\$116,434
	8	\$115,987	\$117,215	\$118,452	\$119,677	\$120,906	\$122,217
	9	\$117,919	\$119,149	\$120,384	\$121,610	\$122,839	\$124,150
	10	\$119,672	\$120,919	\$122,173	\$123,418	\$124,666	\$125,997
	11	\$125,051	\$126,322	\$127,601	\$128,870	\$130,144	\$131,501
ASSISTANT	3	\$85,241	\$86,198	\$87,158	\$88,116	\$89,086	\$90,046
ELEMENTARY	4	\$88,255	\$89,245	\$90,242	\$91,236	\$92,241	\$93,234
PRINCIPAL	5	\$91,268	\$92,297	\$93,327	\$94,354	\$95,394	\$96,425
	6	\$96,502	\$97,591	\$98,681	\$99,771	\$100,871	\$101,960
	7	\$102,284	\$103,439	\$104,597	\$105,750	\$106,918	\$108,076
	8	\$107,349	\$108,564	\$109,780	\$110,993	\$112,220	\$113,435
	9	\$109,282	\$110,495	\$111,714	\$112,927	\$114,152	\$115,369
	10	\$110,905	\$112,138	\$113,373	\$114,605	\$115,849	\$117,082
	11	\$114,240	\$115,510	\$116,781	\$118,052	\$119,332	\$120,604

ARTICLE 14. ASSISTANT PRINCIPAL SERVICE RECOGNITION

After the end of the school year following completion of ten (10) full years of active service as an assistant principal in the District, in the classification of either assistant secondary principal or assistant elementary principal, that assistant principal shall receive a one-time payment of \$1,000. This payment does not become part of the continuing annual salary rate for the assistant principal.

After the end of the school year following completion of fifteen (15) full years of active service as an assistant principal in the District, in the classification of either assistant secondary principal or assistant elementary principal, the assistant principal shall receive a one time payment of \$1,000. This payment does not become part of the continuing annual salary rate for the assistant principal.

The ten (10) year and fifteen (15) year payments are subject to the usual deductions for taxes and any other appropriate requirements.

ARTICLE 15. SCOPE AND DURATION OF AGREEMENT

SECTION 1. At any time during the term of this Agreement, the Association shall have the right to meet and confer with the Board on appropriate matters of policy.

SECTION 2. When the expiration date of this Agreement is reached, and when negotiations for amendments hereof or for a new agreement have not yet been completed, the terms and provisions of this Agreement and salary and benefits shall be maintained without adjustment until agreement is reached between the parties for amendments hereto or for a new agreement.

SECTION 3. SEVERABILITY. If any provisions of this Agreement shall be contrary to any applicable law, or determined to be void or unenforceable, all of the other provisions of this contract shall remain in full force and effect.

SECTION 4. In the event any provision of this Agreement is found to be contrary to law or to local, state or federal regulations, the Board shall not be required to add any funds for terms and conditions of employment in order to rectify the matter.

SECTION 5. This Agreement shall be effective as of July 1, 2017, except as specifically provided otherwise herein, and shall continue in full force and effect until June 30, 2019. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent not less than sixty (60) days prior to June 30, 2019.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL PRINCIPALS' ASSOCIATION

\_\_\_\_\_  
Chair, Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director, Human Resources

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Assistant Director, Employee/Labor Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN SAINT PAUL PRINCIPALS' ASSOCIATION AND  
INDEPENDENT SCHOOL DISTRICT NO. 625  
REGARDING IMPROVEMENT PLANS

Placement on an Improvement Plan

The **Assistant** Superintendent (supervisor) will advise the principal that the principal's performance needs improvement. The parties will discuss performance issues and attempt corrections on an informal basis. If the supervisor determines that improvement in the principal's performance has not occurred, the supervisor will design a reasonable improvement plan which clearly sets out expectations, supports, and timelines to improve performance. While the supervisor is responsible for creating the improvement plan, he/she will meet with the principal to discuss and develop the components of the plan. The principal has the right to representation at this meeting if the principal so chooses.

"On Track"

A principal will be considered "on track" if the principal has substantial compliance with the components of the improvement plan as of May 15. The **Assistant** Superintendent (supervisor) also must be substantially "on track" in providing timely support and monitoring of the improvement plan. "On track" means following the actions and adhering to the timelines outlined in the improvement plan. The Area Superintendent (supervisor) will determine and notify the principal as of May 15 if the supervisor determines that the principal is not "on-track." A meeting will be held no later than June 1 of that year to discuss the supervisor's determination. The principal will have an opportunity to present additional information and mitigating circumstances. The principal may have representation at this meeting if the principal desires. If after this meeting the supervisor determines that the principal is not on track, the principal will not receive step advancement as of July 1. If the **Assistant** Superintendent (supervisor) is not substantially on track, a step increment cannot be withheld. The principal shall have the step increase granted retroactively to July 1 if the principal successfully completes the components of the improvement plan.

The **Assistant** Superintendent (supervisor) may determine the principal's performance is improving and the principal is on track with the improvement plan by the end of one school year and still have performance concerns that need to be addressed in the upcoming school year. In these cases a new improvement plan with clear expectations and timelines for the upcoming school year will be created.

Rights to Review

Placement on an improvement plan is at the discretion of the District. A principal may appeal the components or timelines of an improvement plan to the Superintendent. If step advancement is not reinstated within twelve (12) months, the principal may utilize the grievance procedure to seek reinstatement of the step.

These provisions apply to attempts to remediate performance and do not modify employees' rights or employer's rights with regard to disciplinary procedures.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL PRINCIPALS' ASSOCIATION

\_\_\_\_\_  
Chair, Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director, Human Resources

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Assistant Director, Employee/Labor Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

MATTERS OTHER THAN TERMS AND CONDITIONS (Not a Part of the Negotiated Agreement)

LABOR MANAGEMENT COOPERATION

The District and Association agree that it is in the best interest of principals, assistant principals and the school district to meet and discuss areas of concern or ideas for District effectiveness. Therefore, the Association and the District will work together, during the term of the 2011-13 labor agreement, on a forum for these discussions. These discussions are intended to address issues quickly by bringing people relevant to the discussion together in a forum to talk. Either the Association or the District can initiate these discussions. Both parties understand that to limit disruptions at the various work sites, participation in these discussions should be limited to small groups of people. This forum does not replace negotiations of contractual issues.

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