

# **CONTRACT**

between

**INDEPENDENT SCHOOL DISTRICT NO. 623**

and the

**ROSEVILLE PRINCIPAL'S ASSOCIATION**

**2015-2017**

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# **ROSEVILLE PRINCIPAL'S ASSOCIATION MASTER CONTRACT**

This CONTRACT is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 623, Ramsey County, Minnesota, hereinafter referred to as the “Employer,” and the ROSEVILLE PRINCIPALS' ASSOCIATION, hereinafter referred to as the “RPA.”

## **ARTICLE I PURPOSE**

The purpose of this CONTRACT is to encourage and increase orderly, constructive and harmonious relations between the Employer, its Principals, and their duly authorized Exclusive Representative, the RPA; to establish procedures for the resolution of differences over terms and conditions of employment. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the “PELRA”).

## **ARTICLE II RECOGNITION**

The Employer hereby recognizes the Roseville Principals' Association as the Exclusive Representative for the purpose of negotiating terms and conditions of employment for all employees in the following appropriate unit, as certified by the Bureau of Mediation Services in Case No. 74-PR-532-A.

All employees of Independent School District No. 623, Roseville, Minnesota, who are licensed by the State Department of Education, as Principals, who are employed more than 14 hours per week and more than 100 work days per year, and who devote more than 50% of their time to administrative or supervisory duties in the capacity of a Principal, Associate Principal, and/or Assistant Principal.

The Employer agrees that it will not meet and confer or negotiate with any other organization with respect to employees included in the appropriate unit, as long as the RPA continues to be the duly authorized Exclusive Representative.

## **ARTICLE III DEFINITIONS**

The following definitions shall be applicable to terms used in this Contract:

### **Section 3.1    Principal**

A “Principal” is any person employed by the Employer who is included in the appropriate unit for which the RPA is recognized as Exclusive Representative under Article II.

Section 3.2 Grievance

A “grievance” is any dispute or disagreement as to the interpretation or application of the terms and conditions of this CONTRACT.

Section 3.3 Other Terms

Other terms not specifically defined herein shall have the meanings given them under the PELRA.

**ARTICLE IV**  
**DUTIES AND RESPONSIBILITIES**

Section 4.1 Basic Duties

Each member shall administer in such place as shall be designated by the Employer. Members shall perform all administrative services as directed by the Employer, and observe all policies, rules and regulations established from time to time by the Employer. The Employer recognizes the right of the RPA to meet and confer with the Employer with respect to such policies, rules and regulations.

Section 4.2 The Work Year

The normal work year for each Principal, and Associate Principal is 52 weeks. Pro rata salary and holidays (six holidays for members working less than 12 months), will be paid if work year is modified.

The normal work year for each Assistant Principal is 204 days.

Section 4.3 Legal Holidays and Emergency Closings

Each member shall perform services on those days designated by the Employer, including those legal holidays on which the Employer is authorized to conduct school. Each member shall also perform services on such day or days as the Employer shall determine in lieu of any day or days cancelled due to any emergency. Unit members shall report for work on school days when school is cancelled due to severe weather as soon as conditions permit.

**ARTICLE V**  
**RIGHTS AND OBLIGATIONS OF SCHOOL BOARD**

Section 5.1 School Board Managerial Rights

A public employer 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.

Section 5.2 School Board Obligation to Meet and Negotiate

A public employer has an obligation to meet and negotiate in good faith with the Exclusive Representative of the public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such

obligation does not compel the public employer or its representative to agree to a proposal or require the making of a concession.

Section 5.3 School Board Obligation to Meet and Confer

A public employer has the obligation to meet and confer with professional employees to discuss policies and those matters relating to their employment not included under 179A.03, Subd. 11, pursuant to 179A.08 of P.E.L.R.A.

Section 5.4 School Board Obligation to Exclusive Representative

The employer shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member of part of an appropriate employee unit except through the Exclusive Representative, if one is certified for that unit or as provided for in 179A.15, of P.E.L.R.A.

Section 5.5 Interest Arbitration

An employer shall have the right to petition the director for arbitration under 179A.16 of P.E.L.R.A. provided the Exclusive Representative or the employer has first petitioned the Director for Mediation Services as are available under 179A.15, of P.E.L.R.A.

Section 5.6 Arbitrators

An employer may hire and pay for arbitrators desired or required by the provisions of the P.E.L.R.A. of 1971.

Section 5.7 School Board Responsibilities

The laws of the State of Minnesota have vested in the School Board the full authority and power to manage, control and direct the operation of the school district and to adopt, modify or repeal policies, rules and regulations for the school district. All such authority and power of the School Board shall continue unimpaired, except as limited by the specific provisions of this CONTRACT.

Section 5.8 Effect of Laws, Rules and Regulations

All employees covered by this CONTRACT shall perform the administrative and extra curricular, student supervision and other services designated by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the school district, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this CONTRACT. CONTRACT review sessions to clarify and interpret CONTRACT items may be requested by either party to the CONTRACT. Meet and confer sessions may be requested by either party to discuss issues not covered by the CONTRACT.

## ARTICLE VI COMPENSATION

Section 6.1 Individual Principal Contracts

Each member shall receive an individual written contract and shall be compensated according to the terms of such individual contract.



Section 6.2 Principals Salary Program

The Salary Program set forth in Appendix A (which is attached hereto and made a part of this CONTRACT) shall be effective July 1, 2015 and until June 30, 2017. Such salary program shall apply to the performance of duties during the contract work year.

Section 6.3 Initial Placement

At the time of hiring, initial placement on the salary program shall be determined by mutual agreement between the individual Principal and the employer.

Section 6.4 Contributory Educational Activities

A member may request up to three days for professional contributory activities such as speaking, consulting, or teaching outside of the District in addition to any vacation time an individual may choose to use for this purpose. Any remuneration received beyond actual expenses when these three days are being used shall be turned over to the District. Approval of the Superintendent must be obtained prior to the use of these days.

Section 6.5 Professional Organizations/ Professional Development

The District will reimburse Professional Dues/Development up to \$5400 total for 2015-2017. The member would have to join their state and national organization. The remaining dollars could be used to attend state or national conferences approved by the Assistant Superintendent.

Section 6.6 Matching Annuity Program

All members of the bargaining unit may participate in the district matching annuity program as provided in M.S. 356.24 according to the following provisions:

District Contribution: Effective July 1, 1994, the district shall match annually up to 2% of the base salary up to \$2000 to either the Minnesota DCP or an appropriate 403(b) annuity on a dollar for dollar basis. The district's matching amount is not considered as reportable salary on the W-2 or for high five retirement.

Phase-in Provisions: Current members (hired before July 1, 1994) will have continued eligibility for provisions in Article XIII - Retirement. District contributions to matching annuity will be subtracted from severance payment.

Members Hired on or After July 1, 1994, except employees with the last four digits of social security number 1951 and 9121: Provisions of Article XIII do not apply except that retirees may continue in the district's existing benefit package until age of eligibility for Medicare at their own expense.

NOTE: Board contributions to matching annuity program belong to the individual member during and after employment in District 623.

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

## Section 6.7 Health Care Savings Plan

Eligibility: Effective July 1, 2004, in accordance with Minnesota Statute, Chapter 352.98, all members will participate in the Health Care Savings Plan administered by the Minnesota State Retirement System.

Mandatory Employee Contribution: Each member will contribute 2% of their salary from Schedule A.

Employer Contribution: Effective July 1, 2008 the district will contribute \$2000 for member hired prior to July 1, 1994 and \$2500 for members hired on or after July 1, 1994.

## Section 6.8 Mileage

Members will not receive reimbursement for miles driven for school district business. Exceptions may be made if the member is driving to an out of state conference approved by the Assistant Superintendent.

## Section 6.9 Performance Pay

Performance Pay will be moved to salary starting July 1, 2016.

Principals will be eligible to receive performance compensation under the following conditions:

1. Conduct a Superintendent or their designee's approved evaluation that includes feedback from:
  - a. Co-workers that are horizontal and vertical on the organizational chart.
  - b. A cross section of parents, advisory groups, professional colleagues, staff, school board members, and citizens.
  - c. Or a variety of stakeholders agreed upon with the Superintendent or their designee.
2. The approved evaluation will be completed and compiled before May 15<sup>th</sup> in the year of evaluation.
3. A Superintendent or their designee approved performance plan will be completed by the Principal before performance compensation will be awarded. The approved performance plan will include performance objectives based on the feedback from the approved Principal evaluation. Action Steps to achieve the performance objectives will also be developed.
4. The performance compensation will be paid as salary in equal installments during the year it is awarded.
5. The Superintendent or their designee will complete a written evaluation of the Principal by June 15<sup>th</sup> in the year of evaluation.

The maximum amount of performance compensation will not exceed \$6,000.

## **ARTICLE VII INSURANCE**

**Section 7.1     Life Insurance**

Each member is eligible for group term life insurance coverage in an amount of \$200,000. The premium for this coverage will be paid by the employer.

**Section 7.2     Medical Insurance**

The School Board shall contribute the following amounts for Medical Insurance:

<b>District Monthly Medical Contribution</b>	<b>2015-16</b>	<b>2016-17</b>
Dependent Coverage	\$1837.94	\$1837.94
Single Coverage	\$730.03	\$730.03

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Section 7.3     Long Term Disability Insurance**

Long term disability insurance coverage will be provided by the district for all full time employees.

**Section 7.4     Dental Coverage**

The School Board shall contribute up to \$104.55 per month.

**Section 7.5     Liability Insurance**

The District shall provide general and legal liability coverage governed by MN Statute Chapter 466.

## **ARTICLE VIII PROTECTION**

**Section 8.1     Assaults**

Members shall report to the Superintendent's office in writing all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

**Section 8.2     Legal Counsel**

If legal action is initiated against a member, because of the occurrence of an event while legally and lawfully performing the duties and responsibilities assigned by the School Board or its delegated agent, the School Board will provide legal counsel and render necessary assistance including indemnification to the extent furnished by the insuring company to the member in their defense. It shall be the responsibility of the member to bring any such legal action to the attention of the Superintendent in writing immediately upon notice of such action.

**Section 8.3     Loss of Time**

Time lost by a member as authorized by the Superintendent in connection with an incident mentioned in Sections 1 and 2 of this Article shall not be charged against the member except as such sick or emergency leave may be necessary to cover absence due to injury or illness of the individual.

Section 8.4     Loss of Funds

Members will not be held responsible for the loss of monies collected provided that such loss does not occur through the fault of the member. The School Board shall provide an insurance policy to protect against such losses provided that such policy is available according to the specifications of the School Board. In no event shall the School Board be prevented from a program of self-insurance.

Section 8.5     Loss of Property

The Board shall reimburse administrators for the depreciated value of personal property damaged or destroyed as a consequence of carrying out assigned administrative duties. The reimbursement for an individual shall be up to \$1,000 per year toward insurance claims deductible amounts. No claims of less than \$10 shall be submitted to the District for reimbursement.

**ARTICLE IX**  
**LEAVES AND ABSENCES**

Section 9.1     Leaves

The provision of leave for members helps to attract and retain Principals who will continue to grow professionally, maintain their physical health, and have security by:

Providing the member with an opportunity for continued professional growth; encouraging the administrator to take the necessary time to recuperate from illnesses; providing the member with income in the event of illness or accident; providing a way for the member to arrange for absence in the event of any emergency; and cooperating with the member in arranging time for the performance of certain obligations or for other personal purposes that can be accomplished only during the school term.

Section 9.2     Medical Leave

Long-term medical leave up to twelve months as a result of prolonged illness or recovery from an accident shall be arranged through the Superintendent.

In applying for such a leave, the following conditions shall be observed:

9.2.1     A medical statement from the attending physician shall be presented detailing the nature of the illness, prognosis for recovery and outlining the necessity for a prolonged leave as it relates to the recovery process. Such statements shall also contain the steps to be performed by the patient in order to facilitate the recovery process.

9.2.2     Such leave shall be granted only after

- 9.2.2.1 all sick and emergency leave, personal leave and vacation have been exhausted.
- 9.2.2.2 long term disability has been in effect a minimum of ninety days.
- 9.2.3 Such leave shall commence after the exhaustion of sick and emergency leave and no accrual of benefits shall apply.
- 9.2.4 Such leaves may, upon application, be considered for a second twelve-month period.
- 9.2.5 The granting of such leave shall not impair the School Board's right to proceed under M.S.122A.40.
- 9.2.6 In those cases where the individual does not qualify for income protection, such leave when granted, shall be without pay.

Section 9.3 Sick/Emergency Leave Retention

Any administrator returning to the district after a leave shall retain the unused Sick/Emergency Leave accumulated from previous years.

Section 9.4 Membership in Insurance Group While on Leave

Any member on medical leave shall have the privilege of remaining a member of the insurance group. The individual's insurance premium shall be paid by the District for a Principal on sabbatical leave in the amount applied to other members of the unit, and (in case of other leaves of absence) the entire premium payments shall be made by the Principal unless provided under FMLA.

Section 9.5 TRA

Members on leave shall have the rights for continuation of Teacher's Retirement Association contributions as set forth by TRA regulations.

Section 9.6 Return to Position in the School District

When a member is granted a leave, agreement shall be reached at that time as to the type of position in the School District to which the administrator may return upon expiration of the leave. The School Board or its designated agent shall designate the position to which the person may return. The Superintendent utilizing the procedure in Section 12.3 of this contract shall assign the Principal to another position if the position from which the leave was taken is not available due to building closings, reduction in force, or reorganization.

Section 9.7 Resignation and Return

A member who resigns and subsequently returns to the District within three (3) years shall retain all previous experience credit and the unused sick and emergency leave accumulated from previous years.

Section 9.8 Stipulations to Leaves

Prior to being granted a long-term leave, the applicant shall be notified of the stipulations which apply to the leave.

Section 9.9 Sick Leave

Paid sick leave is earned at the rate of 18 days annually. Unused portions of sick leave may be accumulated with no limit.

Sick leave days shall be credited on the first day of each contract year to each Principal.

9.9.1 Certification of Illness

Upon request of the Superintendent or their designated agent, absence for personal illness in excess of five (5) consecutive working days must be certified by the physician and permission given by the physician for the Principal to return to work. In the event a 5-day absence for illness occurs within 60 calendar days from the first 5-day absence, the 2nd absence will require certification by the physician upon return to work.

9.9.2 Hospitalization and Surgery

Sick leave may be used in cases of hospitalization for such periods of hospitalization outside vacation time and within the individual contract terms. Surgery should be planned, when possible, for the periods of time when school is not in session.

9.9.3 Disability and Income Protection

When a member has used up their sick leave, and before income protection takes effect, and after a ten (10) consecutive work-day period without pay, the School board shall upon certification by a physician of inability to carry out their assigned duties pay the member one-half of the salary in effect at the time the absence began and until the 60 work-day waiting period for income protection has elapsed.

Section 9.10 Emergency Leave

Up to but not to exceed ten (10) days with full pay shall be allowed for absence due to the death of a husband, wife, son, or daughter and up to but not to exceed five (5) days with full pay shall be allowed for absence due to the death of sister, brother, father, mother, grandfather, grandmother, and comparable in-laws. Such absence shall be deducted from sick/emergency leave. Any absence beyond such days shall have the approval of the Superintendent. Absence due to death or critical illness of a family member not listed above, or of a close friend, may be authorized for one day plus additional days necessary with the approval of the Superintendent or their designated agent.

Section 9.11 Personal Leave

Each full-time member is eligible for two (2) days of leave each year for necessary absence required for the transaction of personal business which cannot be completed outside the normal day. This leave is non-cumulative and will be deducted from sick leave credits. Examples of personal business which qualify for

use of leave are court appearances, real estate closings, cancelled airline flights preventing timely return to the district, and significant immediate family events such as weddings and commencement ceremonies. Application for use of such leave shall be in writing where possible to the member's immediate District Center supervisor. In the event written notice cannot be given, oral approval must be obtained from the District Center supervisor.

9.11.1 Additional days in any one year may be approved by the Superintendent for unusual or non-recurring circumstances.

Section 9.12 Short-Term Professional Leaves

Short-term professional leaves may be granted at the discretion of the employer and such discretion shall be final. Such leave must be approved in advance by the Superintendent or their designated agent. Requests for short-term professional leaves should be made as early in the school year as possible, but preferably ten (10) working days before the requested leave. Short-term professional leave when approved shall be with no reduction in pay.

Section 9.13 Parental Leave

Parental leave to prepare and provide parental care of a child or children of the employee for an extended period of time shall be available without pay to members of the appropriate unit according to the following provisions:

9.13.1 The employee shall notify the Superintendent or their designated agent in writing at least four (4) calendar months in advance of the intended leave and shall indicate the requested date of return.

9.13.2 The School District may adjust the proposed beginning and/or ending dates of a parental leave so that the dates are coincident with some natural break in the school year.

9.13.3 Parental leave may be granted up to six (6) calendar months.

9.13.4 Parental leave may extend by mutual agreement between the employee and the Superintendent or their designated agent for a period not to exceed fifteen (15) calendar months including the summer vacation period, but shall not extend beyond June 30 of the year following the advent of the child.

9.13.5 Whenever parental leave extends to June 30, the employee must notify the Superintendent or their designated agent in writing by April 1 of the intent to return to the District the following year.

9.13.6 The employee on parental leave may continue to participate in the medical group insurance program and/or life insurance, but must pay the entire premium for such program(s) as the employee wishes to retain, commencing with the beginning of the parental leave.

- 9.13.7 An employee returning from parental leave will be assigned to a position comparable to the one the employee held before taking the leave.
- 9.13.8 An employee not returning from parental leave at the designated time shall be considered to have terminated their employment and shall have forfeited rights to future job placement unless the employee is certified by a physician as unable to return because of an accident or illness unrelated to pregnancy or because of physical “complications of pregnancy.”
- 9.13.9 An employee who is pregnant may elect to utilize sick leave. In that event, the employee will continue working until a physician certifies that she can no longer fulfill the requirements of the position. During the period of disability, the employee is eligible to receive sick leave benefits. An employee may choose to take parental leave after disability leave has been utilized. In the event no parental leave is taken, the employee is required to return to work as soon as she is physically able as certified by her physician.

Section 9.14 Special Leaves Without Pay

Special short-term leaves without pay up to ten (10) work days or long-term leaves without pay up to one (1) year may be granted upon recommendation of the Superintendent and approval of the School Board. The purposes for which such leaves may be granted include, but are not limited to, graduate study, service as an officer of a state or national professional organization, adoption, and political service.

Section 9.15 Insurance Benefits During Leave

A member on non-paid leave of absence shall remain eligible for all employee benefit plans, except long term disability insurance, but must pay the entire premium while on leave. A member on paid leave of absence shall remain eligible for all employee benefit plans and receive the employers contributions for each plan.

Section 9.16 Sabbatical Leave

- 9.16.1 Sabbatical leave of one (1) year or part of a year may be granted to members of the RPA for the purpose of professional growth, subject to the conditions established by the School Board. The School Board shall consider the recommendations of a Professional Growth Committee as appointed by the Superintendent. The Professional Growth Committee shall consist of one elementary Principal, one secondary assistant Principal, one secondary Principal, and three District Center administrators with district wide responsibilities. No Principal shall vote on the application of an administrator within their building.



- 9.16.2 To be eligible for sabbatical leave, an individual must have served six (6) full years in District 623. Approved recipients of a sabbatical leave may receive 75% of their salary while on sabbatical leave and 75% of their salary during the immediately following required return year, or 50% of their salary while on sabbatical leave and 100% of their salary during the immediately following required return year.
- 9.16.3 The proposed program of study must be approved in advance. A proposed program of study may be interpreted to include work experience, travel, or other planned experiences primarily for persons at the M.A. level or beyond.
- 9.16.4 Applications for sabbatical leave shall normally be submitted on or before March 1. Applicants shall receive written notification of the disposition of their request prior to May 15 or within 30 calendar days if request is filed and considered after March 1. Consideration for applications filed after March 1 shall be at the discretion of the Board.
- 9.16.5 The number of members on sabbatical leave shall be limited as determined by the School Board. If the number of request exceeds the limitation, priority shall be given on the basis of need for meeting residence requirements for study, contribution to the school system, and the equitable distribution of leaves. All other preceding factors being determined equal by the Superintendent, length of service shall be given priority. In each case, the administration must certify ability to cover the absence.
- 9.16.6 A member who is granted a sabbatical leave must commit themselves to serve in the Roseville Public Schools for one full year following the termination of the leave. If the member's service is discontinued for any reason other than the individual's incapacity to serve before the expiration of the one year, they shall pay back to the School Board a pro-rata part of the sabbatical allowance.
- 9.16.7 Upon expiration of the sabbatical leave, the member shall return to the position occupied prior to the leave or to a similar position previously agreed upon, with credit for the year's service as if the person had been serving in this system.

Section 9.17 Unrequested Leave of Absence

In the case of an unrequested leave of absence, no classroom teacher or member of the teacher unit placed on such leave who holds an eligible administrative certificate, shall be permitted to displace or replace a Principal. No established or subsequent agreement entered into by the School board with other persons or organizations shall impinge or restrict this clause.

Section 9.18 Workers' Compensation Insurance: The School Board shall carry workers' compensation insurance on all employees in case of injury or accident while on

school business in the school room or elsewhere. When workers' compensation insurance payments to the employee have started, the employee will remain on the payroll, with the difference between the workers' compensation check and their salary charged to their sick leave until such sick leave is exhausted. The employee will keep the workers' compensation check, and the school district will adjust the salary and sick leave accordingly.

**Section 9.19 Sick Leave Bank**

Employees may contribute up to forty hours of sick leave to a "sick leave bank." The maximum amount that may be contributed is 2080 hours. Leave from the bank may be applied for after the following conditions have been satisfied. The employee has:

- 1) Exhausted their sick leave
- 2) Completed the wait period for LTD
- 3) Received notice of eligibility from LTD insurance carrier.

Leave payments would be for those unpaid days during the LTD wait period on a retroactive basis.

Any unused sick leave bank hours may be carried over from year to year.

**ARTICLE X  
REQUEST FOR TRANSFER**

**Section 10.1 Vacancies**

A member may request consideration for any vacancy for which they are licensed.

**Section 10.2 Posting**

Should a vacancy occur in any administrative position (elementary, secondary or District Center), or if additional positions are created by reorganization, such positions will be posted.

- 10.21 When vacancies occur notice of such vacancy including certification necessary and assignment description, shall be posted in a designated area in each building.
- 10.22 No vacancy shall be filled, except on a temporary basis until required notice of such vacancy has been posted for a minimum of seven (7) working days.

**ARTICLE XI  
STRIKES AND WORK STOPPAGES**

The administrators covered by this agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this agreement. In no event will the compensation for a member covered by this agreement be halted or suspended due to strike or work stoppage by other school district employees.

## **ARTICLE XII**

### **REDUCTION AND REASSIGNMENT OF MEMBERS**

#### **Section 12.1 Purpose**

The purpose of this Article is to implement the provisions of Minnesota Statute 122A.40, Subd. 11, as an agreed upon plan for the school district to reassign or place members of the bargaining unit on unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

#### **Section 12.2 Assignment to Teachers Unit**

In the event of a reduction of Principals a member of the principals' bargaining unit may elect assignment to a position in the teachers' bargaining unit consistent with the member's seniority date and total continuous experience in any licensed position in the school district. Any member proposed to be placed on unrequested leave of absence as a principal, may displace a teacher with a more recent district seniority date, provided the member has appropriate licensure. Assignment to a teaching position shall be made by the Superintendent.

#### **Section 12.3 Seniority in the Principals' Unit or Other Administrative Unit**

A member shall have and exercise seniority in the Principals' unit only on the basis of service in a position of that particular bargaining unit. Within the Principals' unit, for purposes of this article, there shall be four (4) separate seniority categories and four (4) separate seniority lists. The four (4) seniority categories shall be comprised as follows:

- a. Secondary school Principal and secondary associate Principal
- b. Elementary school Principal, K-8 Principal, and K-8 associate Principal
- c. Alternative HS Principal
- d. Assistant Principal

Members shall have seniority rights only in the category upon which list their name appears, and a seniority date based upon the first date of service in a position within the seniority category. A member's seniority rights shall only apply if the member has acquired continuing contract status in the school district.

#### **Section 12.4 Licensure Restriction**

Members in the school district, with current licensure, may not exercise new and additional licensure to obtain a principal's position unless the member has performed successfully in that particular position and seniority category.

#### **Section 12.5 Reduction of Principal Positions**

If it becomes necessary to reduce the number of Principals and no vacancy occurs among principals the following procedures shall apply:

- 12.5.1 The School Board shall determine the number of positions to be reduced.

- 12.5.2 The Superintendent shall notify the RPA.
- 12.5.3 In reducing the number of principals the following criteria shall be applied (considered as a whole) in determining the person(s) to be placed on unrequested leave within the four (4) seniority categories as defined in Section 12.3 hereof. The decision of the Superintendent shall be based on:
- 12.5.3.1 The performance records of the member's given in the past three (3) years immediately preceding the January of the year in which the reduction is anticipated.
  - 12.5.3.2 The licensure of the Principals.
  - 12.5.3.3 Level of training; i.e., M.A., M.A., Spec. Ph.D., including credits in the field beyond the degree.
  - 12.5.3.4 Experience in a Principal position, including experience outside the district.
  - 12.5.3.5 In the case where two individuals are judged by the Superintendent to be equal within the same seniority category, seniority, defined as number of years of continuous experience in the Principals unit shall apply. The person being discontinued in position shall be granted, if requested, a meeting with the Superintendent.

#### Section 12.6 Recall

- 12.6.1 A Principal on unrequested leave of absence shall be entitled to be recalled to the first available principal position within the seniority principal category from which the employee was placed upon unrequested leave of absence, or the first available position within the teachers' bargaining unit for which the employee is licensed. Such recall rights shall exist for a period as provided in Minn. Stat. 122A.40, Subd. 11. A Principal on unrequested leave of absence shall appear on the recall list both for the Principals' bargaining unit and the teachers' bargaining unit.
- 12.6.2 A member shall be entitled to notice and hearing rights as provided in Minn. Stat. 122A.40, Subd. 11

#### Section 12.7 Other Considerations

- 12.7.1 An elementary principal who has been reassigned as an elementary teacher may request consideration for assignment as the administrative assistant in the building assigned.

12.7.2 A principal who is being placed on unrequested leave of absence may request consideration for assignment, by application, for any other administrative vacancy in the school district.

12.7.3 Principals who are reassigned to other units or placed on unrequested leave shall be paid for accrued vacation days.

Section 12.8 Additional Employment Considerations

Members who are returned to a non-administrative position due to discontinuance of position shall receive first consideration for administrative work or other special projects during the summer or at other times when the former principal is not at work as a teacher. In addition, the former principal would receive first consideration for any administrative substitute position for which they are qualified.

Section 12.9 Limitation

It is understood and agreed by the parties that a member who loses their position within the principal's bargaining unit may exercise a seniority right to a teaching position as outlined in Section 12.2 hereof. The member to be placed on unrequested leave of absence shall be selected pursuant to Section 12.5 hereof. It is also understood that a principal proposed for unrequested leave of absence may apply for other administrative vacancies in the school district as provided in Section 12 hereof. However, the member's right for any administrative post, other than the teaching position as outlined in Section 12.2 hereof, is limited to the right to apply, subject to the final decision by the Superintendent, and the member shall not be entitled to any administrative position in the school district as a matter of seniority right.

### **ARTICLE XIII RETIREMENT**

Section 13.1 Retirement

The mandatory age shall be according to Federal Statutes.

Section 13.2 Severance Pay

Full-time Principals who have completed ten (10) years of continuous service with School District 623, are employed as a principal by the District at the time of application, and are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. The resignation must be received no later than February 1.

Section 13.3 Eligibility

This Article shall apply only to principals whose service has been full time and as defined by this agreement. Principals who have accrued service in 623 as a teacher or supervisor shall be eligible if hired before July 1, 1994. This provision no longer applies to those employees hired after June 30, 2006 in a Principal's position, with the exception of the employees with the last four social security digits of 1951 and 9121.

Section 13.4 Leave Allowance Days

A principal shall be eligible to receive as severance pay upon retirement, one (1) day of severance pay for each day of unused sick/emergency leave at the time of retirement to a maximum of one-hundred twenty (120) days pay.

Section 13.5 Daily Rate

In applying these provisions a principal's daily rate of pay shall be the basic daily salary determined by dividing the annual salary by the total of paid days in the contract (261), including enrollment allotment, at the time of retirement as provided in the contract of the principal for the year completed just prior to retirement.

Section 13.6 Payment of Severance Pay

Principals shall be eligible for severance payment within sixty (60) days of retirement and in same calendar year.

Section 13.7 Ineligibility

No principal shall be eligible for severance pay as described herein if discharged by the District except when such discharge follows placement on unrequested leave.

Section 13.8 Limitation

In no case shall a school district employee who received severance pay under this Section be eligible to receive any other severance pay provided by the district. Pay for allowable unused vacation pay is not within the definition of severance pay and therefore not subject to this limitation.

Section 13.9 Death Benefit

In the event of the death of the principal, who at the time of death, qualifies for severance under this Article, any remaining severance shall be payable to their Spouse. If no spouse designation is in effect at the time of their death, severance accrues to the estate of the principal.

Section 13.10 Insurance After Retirement

Principals who apply for and receive retirement under Sections 13.2-13.9 of this Article shall be eligible to remain in existing group insurance programs and to receive the same school district contributions toward premiums as the Board contributed to principals actively employed for up to ten years or until the age of eligibility for Medicare, whichever is sooner. Such benefit contained in this Section shall end upon eligibility for Medicare or the death of the principal, or until the individual receives contributions toward such premiums from a subsequent employer, whichever such event occurs first.

13.10.1 A principal who is at least 55 years of age and retires before completing ten years of full time continuous service may continue to participate in the district's health insurance program in accordance with state law, at employee's expense.

13.10.2 Effective July 1, 2002 a principal upon reaching age of Medicare may continue in the district's life insurance program at their expense by paying the premium for a \$20,000 term policy according to the insurance carrier's guidelines. This provision applies to all (current or retired) members, regardless of date of hire.

Section 13.11 The provisions of this article do not apply to members hired after July 1, 1994. See Section 6.7 for alternate program, with the exception of employees with the last four social security digits of 1951 and 9121.

#### **ARTICLE XIV PAYCHECKS**

A member's basic salary will be paid in equal semi-monthly installments, on the 15th and 30th of each month, or the nearest working day thereto, commencing with the month in which employment is initiated.

#### **ARTICLE XV VACATIONS**

Section 15.1 Vacation Earned

12- month Members- shall earn vacation at rate of 26 days per year.

Less than 12 month Members: 1-4 years: 12 days of vacation per year.

5 years and beyond: 15 days of vacation per year.

An additional 45 days may be accrued for non-recurring purposes.

Assistant Principals are not granted vacation days.

Section 15.2 Accrual

Vacation shall be credited annually on July 1.

Section 15.3 Annual Limitation

Vacation used during a fiscal year shall normally be limited to twenty-six (26) days (Section 15.1) or the prorated number of days with exceptions cited 15.6.

Section 15.4 Loss of Unused Vacation Days

Vacation days accumulated in excess of twenty-six (26) days as described in Section 15.1 or the prorated number of days shall be lost annually on the following June 30 or may accrue as part of the days for non-recurring purpose up to a maximum of 45 days.

Section 15.5 Approval

Vacation approval in advance shall be required of each principal with notification to the Superintendent as follows:

15.5.1 All principal's vacations shall be approved by the Supervisor of Human Resources or Assistant Superintendent.

15.5.2 Associate Principal's vacation shall be approved by the principal.

Section 15.6 Non-recurring

A principal shall request in writing to the Superintendent the opportunity to use up to forty-five (45) days of accrued vacation for a specific non-recurring purpose; e.g., professional growth, extended travel or early retirement. Upon approval by the Superintendent, such vacation may be used in addition to regular accrued vacation for the purpose approved.

Section 15.7 Retirement, Resignation, Unrequested Leave

In the case of resignation or retirement, unused current and/or recurring vacation shall be placed in the Health Care Savings Plan.

15.7.1 An individual principal placed on unrequested leave may upon request be paid for unused vacation days at the time of placement on such leave or at the termination of such leave.

15.7.2 Pay for any unused days determined by dividing the annual salary by the total of paid days in the contract (261) for non-recurring purposes as per Section 15.6 shall be added to other unused vacation pay for which the individual is eligible.

15.7.3 In the event due to rare or unusual circumstances a specific assignment by a Director, Assistant Superintendent, or Superintendent of District 623 prevents a principal from fully carrying out a planned vacation and under such circumstances unused vacation days in excess of the allowable accumulation are lost to the principal, a principal shall be paid for such days. Such assignments shall require approval by the Superintendent.

Section 15.8 Post Retirement Health Care Savings Plan

In accordance with MS Chapter 352.98, members of the RPA will participate in the Post Retirement Health Care Savings Plan as follows; "Each eligible member of the Roseville Principals' Association will invest all available payments from unused vacation and non-recurring, up to a maximum of seventy-one (71) days, at retirement, into the Post Retirement Health Care Savings Plan. Each eligible member of the RPA will invest all available payments from severance, at retirement, into the Post Retirement Health Care Savings Plan.

## **ARTICLE XVI**

### **HOLIDAYS**

Ten (10) holidays are scheduled including eight (8) regular holidays as follows: July 4 – 1, Labor Day – 1, Thanksgiving and the Friday following – 2, Christmas – 1, New Year's – 1, Martin Luther King Jr. Day, Memorial Day – 1, plus two (2) undesignated holidays to be approved by the Superintendent, if these fall within the contract period.



Principals working less than twelve (12) months will be granted six (6) holidays as follows: Labor Day, Thanksgiving and the Friday following, Martin Luther King Jr. Day, Presidents day, and Memorial Day

## **ARTICLE XVII**

### **PROFESSIONAL GROWTH REQUIREMENTS**

- Section 17.1 Seventy-five approved professional growth clock hours shall be successfully completed every five (5) years of employment by each principal as one of the District's requirements for continued employment and compensation increases. The schedule of completion of the seventy-five clock hours shall be adjusted to coincide with those principals' schedules that are required to complete Continued Education (CEC) clock hours.
- Section 17.2 Professional growth clock hours may be granted upon successful completion of any of the following:
- 17.2.1 District-provided and/or initiated in-service workshops not to exceed 40 of the 75 clock hours required.
  - 17.2.2 College or university courses or workshops relevant to the principal's employment.
  - 17.2.3 Approved meetings, seminars, or workshops concerning education administration issues.
- Section 17.3 Prior approval for attendance at the activities listed in Section 17.2 of this section must be secured by the member from the Superintendent or their designated agent in order for professional growth experiences to be approved for credit.
- Section 17.4 Professional growth clock hours may be granted upon successful completion of an approved course of study taken by a principal while on sabbatical leave from their district employment.
- Section 17.5 The acquisition of approved professional growth clock hours by member's shall not be prohibited due to the participation in the funding of the experiences by the School Board or if the experience occurs during the member's duty day and if the members are required to attend.

## **ARTICLE XVIII**

### **ATTENDANCE AT CONFERENCES AND CONVENTIONS**

- Section 18.1 Attendance by members at professional conferences or conventions may be permitted with approval by the Superintendent or their designated agent depending upon the educational needs of the district and the district monies budgeted for such purposes.
- Section 18.2 Members may be permitted with approval by the Superintendent or their designated agent to attend additional conferences or conventions at their expense provided such absence of the member is not excessive in the judgment of their supervising administrator.

**ARTICLE XIX**  
**GRIEVANCES AND ARBITRATION**

Section 19.1 Purpose

The purpose of this Article is to secure, at the lowest possible administrative level, an equitable resolution of any grievance which may arise during the term of this CONTRACT.

Section 19.2 Representation

Any principal, administrator, the Association, or the School Board may be represented at any stage of the grievance procedure by any person or agent designated by such party to act in their behalf provided that the grieving party is present.

Section 19.3 First Level

Any member with a grievance shall first attempt to resolve such grievance through an informal conference with their immediate supervisor. Any member who is not satisfied with the informal adjustment of the grievance must, within twenty (20) work days of the event giving rise to the grievance, file with the appropriate Director a written statement of the grievance on the form provided by the District. The written statement must be dated and signed by the principal and RPA and shall set forth the facts and state the provisions of this CONTRACT alleged to have been violated. A "class grievance" affecting a group of principals shall be signed by at least two of such principals and a representative to the RPA.

The appropriate Director may meet with the member to discuss the grievance, and shall indicate their disposition of the grievance, in writing, with a copy to the principal and to the RPA within fifteen (15) working days of receipt of the written grievance.

Section 19.4 Second Level

A member who is not satisfied with the disposition of their grievance at the First Level and the RPA shall file an appeal of their grievance with the Superintendent within ten (10) working days after the receipt of the written response from Level One. The Superintendent may meet with the principal to discuss the grievance, and shall indicate his disposition of the grievance, in writing, with a copy to the principal and to the RPA within twenty (20) working days of receipt of the written appeal.

Section 19.5 Third Level

Within ten (10) working days after the grievance has been returned in writing from Level Two, a principal who is not satisfied with the disposition of their grievance at the Second Level and the RPA shall file a written appeal through the Superintendent with a committee of the School Board regarding the appeal of the grievance. The committee of the Board, through the Superintendent, shall set a time for a conference with the principal and the RPA within fifteen (15) working days from the receipt of the Level Three appeal. The committee of the Board

through the Superintendent shall indicate in writing to the grievant and the RPA the disposition of the grievance within fifteen (15) working days of the conference.

**Section 19.6** Submission to Arbitration

If the grievance is not satisfactorily resolved at Level Three the member and the RPA may file with the Superintendent a written notice of intention to arbitrate within fifteen (15) working days after receipt of the response of the Third Level conference with the committee of the School Board.

**Section 19.7** Jurisdiction and Authority of Arbitrator

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this CONTRACT. The arbitrator shall have no power to add to or subtract from, or change, modify or amend in any way, the terms and conditions of employment set forth in the CONTRACT. The decision of the arbitrator shall be binding on both parties, subject to all the limitations of arbitration decision set forth in the PELRA.

**Section 19.8** Time Limitation

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of a member or the RPA to comply with the time limitations specified shall constitute a waiver of the grievance.

Failure of the appropriate Director, the Superintendent, or the School Board committee to act within the time limitations specified shall constitute a denial of the grievance and shall permit the member and the RPA to proceed to the next level.

**ARTICLE XX**

**CONTRACT PROVISIONS CONTRARY TO LAW**

Any portion of the CONTRACT which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. The provisions of this CONTRACT shall be severable, and if any circumstance is held invalid, it shall not affect any other provisions of this CONTRACT or the application of such provision under other circumstances. The Employer and the RPA shall meet to attempt to negotiate an amended clause to replace any invalid provision.

**ARTICLE XXI**

**DURATION AND RENEGOTIATION OF CONTRACT**

**Section 21.1** Terms of Contract

This CONTRACT shall become effective as of, July 1, 2015 and shall continue in full force and effect through June 30th, 2017 and for annual two-year periods, thereafter, except as modified or terminated in accordance with the provision of this Article XX.

**Section 21.2** Effect of Contract

Any and all prior agreements resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this CONTRACT, are here superseded.

Section 21.3 Termination or Modification

Either party desiring to terminate or modify this CONTRACT must notify the other party in writing at least ninety (90) days but not more than one hundred twenty (120) days prior to June 30, 2017, a notice of desire to modify this CONTRACT shall set forth all proposed modifications sought by the party and all clauses of this CONTRACT for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

Section 21.4 Negotiations During Term

The parties mutually acknowledge that during the negotiations which resulted in this CONTRACT, each had the unrestricted opportunity to make demands and proposals regarding terms and conditions of employment for principals. All understandings and agreements arrived at by the parties are set forth in this CONTRACT. For the duration of this CONTRACT, the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this CONTRACT, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this CONTRACT was negotiated or executed; provided, however, that any provision of this CONTRACT may be amended in writing at any time by mutual consent of the parties.

## APPENDIX A SALARY SYSTEM

Initial placement within the range is based upon a judgment of qualifications including experience and training. Advancement to the top of the range for an administrator depends upon performance. The salary of an individual who has reached the top of the range will change as a function of:

- (a) Adjustments in the ranges reflecting rates paid elsewhere for like positions and changes in the cost of living
- (b) Additional accredited training
- (c) Performance as reviewed by the Superintendent and line supervisors
- (d) Significant change in number of faculty supervised.

The top of the range is the salary which is considered fair and equitable compensation for an employee who is fully qualified from the standpoint of training and experience and who has proven their ability to perform effectively in all areas for which they are accountable.

Principals who hold a doctorate degree shall receive an annual stipend of \$1000 starting July 1, 2014.

	<b><u>2015-2016 Range</u></b>	<b><u>2016-2017 Range</u></b>
Elementary Principal	\$104,114-135,006	\$104,114-142,356
K-8 Principal	\$105,296-136,258	\$105,296-143,621
Middle School Principal	\$106,732-136,720	\$106,732-144,087
High School Principal	\$112,651-142,472	\$112,651-149,896
High School Associate Principal	\$99,562-132,125	\$99,562-139,446
Middle School Associate Principal	\$97,041-127,226	\$97,041-134,498
K-8 Associate Principal	\$93,380-124,180	\$93,380-131,421
Alternative HS Principal	\$83,028-106,646	\$83,028-113,712
Assistant Principal	\$82,106-91,893	\$82,106-98,812
Athletic Director	\$97,562-130,125	\$97,562-137,446

Additional Responsibility Pay: \$1 per October 1 (of the previous year) student enrollment in building with a minimum of \$500. Assistant Principals will not receive additional responsibility pay.

Associate Principal – Athletic Operations \$750 responsibility stipend.

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

Roseville Principals' Association  
Roseville, Minnesota

Independent School District #623  
Roseville, Minnesota

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson, School Board

\_\_\_\_\_  
Chairperson, Negotiation Committee

\_\_\_\_\_  
Superintendent

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## MEMO OF UNDERSTANDING

**Roseville Principals Association – Roseville and District 623 School Board mutually agree to the following:**

### Pre-Rule of Ninety Opportunity.

A principal who is approaching the “Rule of Ninety” provisions may choose to take up to a five (5) year extended leave “window to retirement” as provided by Teachers Retirement Association (TRA) policy covering Extended Leave. That is, a principal may request an extended leave of absence for up to five years and would be allowed to retire at the end of any school year during the leave or in the year when the Principal qualifies for the “Rule of Ninety” (must be eligible for the provisions described in Article XII of the Principal’s contract.) The School District will pay the district’s share of the TRA contribution during this leave.

The principal’s share of TRA will be paid by the principal. This contribution to TRA will be based upon the salary earned during the last year of employment.

While the principal may retire during this leave, there is no requirement to retire. A principal returning to duty at the beginning of a school year, must submit their letter of intent on or before February 1 of the prior school year.

In order to qualify for the extended leave provisions of M.S. 122A.46, the principal must:

- Have ten years of allowable service.
- At least ten years in District 623
- Not accept another contractual position in a Minnesota public school while on leave, since they would lose their reinstatement rights.

If a principal retires while on this leave, the district will pay the severance according to Article XIII, Section 13.2 and based upon the salary from final year of active employment. (Section 13.11; The provisions of this article do not apply to members hired after July 1, 1994.) The principal agrees to forfeit their right to all District paid insurances, but may continue to participate in the District’s health, dental, and term life insurance programs in accordance with state law, at the employee’s expense.

For the 2015-2016 school year, written notification to the school district to request this type of leave must be received on or before March 1, 2016, or a later date if mutually agreed upon by the principal and the School District.

For the 2016-2017 school year, written notification to the school district to request this type of leave must be received on or before March 1, 2017, or a later date if mutually agreed upon by the Principal and the School District.

This memo expires as of June 30, 2018.