

AGREEMENT

between



SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT 719

and

PRIOR LAKE - SAVAGE PRINCIPALS' ASSOCIATION

effective

July 1, 2014 through June 30, 2016



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# AGREEMENT

## ARTICLE I. PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District 719, Prior Lake, Minnesota, hereinafter referred to as "school district" and the Prior Lake - Savage Principals' Association, hereinafter referred to as "exclusive representative" pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as "PELRA" , to provide the terms and conditions of employment for principals during the duration of this agreement.

## ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the school district recognizes Prior Lake - Savage Principals' Association as the exclusive representative of principals employed by the school district, as certified by the Bureau Of Mediation Services in Case No. 76-PR-619-A, which exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the principals of the district, as defined in this agreement, and in said act.

Section 3. Use Of Facilities: The Association and its representatives shall have the right to the use of the school facilities outside of the teachers' duty day for meeting purposes, subject to notification and approval of the superintendent or designee, and the right to use school equipment, provided that the association will reimburse the School Board for any cost items and that such use shall not with the normal use of such facilities or equipment.

## ARTICLE III. DEFINITIONS

Section 1. Terms And Conditions Of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of Minnesota law regarding the rights of public employers and the scope of negotiations.

Section 2. Principal: The term "principal" shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by the State Board of Education as a principal or assistant principal and who devotes more than fifty percent (50%) of their time to such administrative and supervisory duties, excluding the following: superintendent, director of curriculum & personnel, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days in a calendar year, emergency employees and all other employees.

Section 3. School District: For purposes of administering this agreement, the term "school district" shall mean the school board or its designated representative.

Section 4. Principal Or Employee: Reference to principal in this agreement shall mean principals and assistant principals, except in those cases where there is a clear distinction between the two (2) positions. Reference to employees in this agreement shall mean a member of the appropriate unit, as defined in Article III, Section 2.

Section 5. Other Terms: Terms not defined in this agreement shall have those meanings as defined by the PELRA.

#### **ARTICLE IV. SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the school district is not required to meet and negotiate on matters on 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 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunity for the students of the school district.

Section 3. Effect Of Laws, Rules And Regulations: All employees covered by this agreement shall perform the administrative and extracurricular 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 to promulgate rules, regulations, directions and orders from time to time, as deemed necessary by the school board, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the school board, all employees covered by this agreement and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education and value rules, regulations and orders of State and Federal governmental agencies. Any provisions of this agreement found to be in violations of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation Of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this agreement are reserved to the school district.

#### **ARTICLE V. PRINCIPALS' RIGHTS**

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



Section 2. Right To Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Personnel Files: The individual members of the association have the right to examine their personnel file during regular school business hours.

## **ARTICLE VI. COMPENSATION**

Section 1. 2014-16 Compensation:

Subd. 1.: The compensation set forth in subdivisions 2, 3 and 4 below are not to be construed as part of the principals' continuing contract. A principal shall not advance in any of the salary schedules set forth in subdivisions 2, 3 and 4 below until a new agreement is made pursuant to PELRA, as provided in Article XIV, Section 1.

Subd. 2. Base Compensation: The salary schedule reflected in Attachment A shall be a part of the agreement for the 2014-16 school year.

Subd. 3. Longevity: (based on bargaining unit experience):

1<sup>st</sup> year: \$2500  
2<sup>nd</sup> year: \$3500  
3<sup>rd</sup> year: \$4500  
4<sup>th</sup> year: \$5500  
5<sup>th</sup> year: \$6500  
6<sup>th</sup> year: \$7500

Subd. 4. Education:

Principals who have a Doctorate-level degree will be paid an additional \$2000.

Subd. 5. Education And Experience Changes: In order for the provisions of Subdivision 4 above to apply, all degrees and credits must be germane to the principals' current position. In order to be considered for an education and experience salary change, the degree and credits must have the written approval of the Superintendent prior to taking the degree or credits. Individual principal contracts will be modified to reflect a qualified education change effective on August 1<sup>st</sup> of the school year provided a transcript of qualified credits or written verification from the college or university of the degree earned is submitted to the Superintendent or his designee prior to September 1 of such school year.

Subd. 6. Appraisal: In order for a principal to advance from Step 3 to Step 4 on the salary schedule set forth in Attachment A, such advancement must have the prior written approval and recommendation of the Superintendent. Any such approval or recommendation shall be based on an appraisal of the principal's performance, made in accordance with an appraisal procedures to be developed by the school district administration and representatives of the Prior Lake - Savage Principals' Association.

Section 2. Salary Withholding: The School Board reserves the right to withhold salary increases for cause as the School Board shall determine, subject to Article XI, Section of the Grievance Procedure.

Section 3. Pay Deduction: Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence.

Section 4. Dues: The Board shall provide professional organization dues in Minnesota Elementary School Principals' Association (MESPA) and National Elementary School Principals' Association (NAESPA) for Elementary School Principals, The Minnesota Association of Secondary School Principals (MASSP) and the National Association of Secondary School Principals (NASSP) for secondary principals.

Section 5. Vehicle Allowance: Each principal/assistant principal shall be required to have an automobile available for school-related purposes. Mileage reimbursement will be in accordance with established School Board policy.

## **ARTICLE VII. GROUP INSURANCE**

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the school district, as provided by law.

Section 2. Claims Against The School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Duration of Insurance Contribution: A principal is eligible for school district contribution, as provided in this article, as long as the principal is employed by the school district. Upon termination of employment, all district contribution shall cease.

Section 4. Eligibility: Benefits provided in this article are designed for full-time personnel.

Section 5. Medical Insurance: The school district shall provide a medical insurance plan and shall pay the total premium up to Triple Gold family coverage. If the employee selects Double Gold family coverage, the employee will pay the premium difference between Double Gold and Triple Gold. For any administrator hired prior to July 1, 2010 who selects a lesser coverage, the premium difference will be included as part of the annual salary based on the premiums in effect for 2007-08 (i.e., the "cash out" value is capped at \$19,030).

In the event the District determines that the contributions required by the District under this Agreement may cause the plan to fail to satisfy any nondiscrimination requirement imposed by the internal Revenue Code or any other applicable law, the District may re-characterize all or a portion of the contributions made on behalf of the Administrator/Employee as taxable income (i.e., impute income to the Administrator/Employee) to the extent necessary to ensure that the plan satisfies such nondiscrimination requirements. The taxable portion of the premium shall be added to the Administrator's/Employee's salary and be paid by the Administrator/Employee through payroll deduction.

Section 6. Dental Insurance: The school district shall provide and pay the premium cost for family dental coverage. If the employee selects a lesser coverage, the premium difference will be included as part of the annual salary based on the premiums in effect for 2007-08 and is included in the cap stated above in the medical insurance section.

Section 7. Life Insurance: The school district shall provide and pay the total premium cost for term life insurance in the amount of \$150,000.

Section 8. Long-Term Disability Insurance: The principals shall pay the full cost for income protection insurance as per the district's policy for each principal.

Section 9. Liability Insurance: The school district shall provide a liability insurance policy covering the principal in an amount not less than the statutory limits.

Section 10. Hold Harmless: It is hereby understood and agreed between the Prior Lake - Savage Principals' Association and Independent School District 719 that the Prior Lake - Savage Principals' Association will hold the school district harmless and indemnify the school district from any and all actions, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the school board's contribution toward insurance coverage, as set forth in Article VII, Section 5.

## **ARTICLE VIII. LEAVES OF ABSENCE**

Section 1. Sick Leave: A principal shall earn sick leave at the rate of fifteen (15) days for each year of employ in the school district. Principals may accumulate up to a maximum of one hundred sixty (160) days.

Section 2. Long-Term Disability Leave: If the principal requests it, the district will pay that portion of regular income not covered by income protection insurance. One-third (1/3) day will be subtracted from unused sick leave for each day covered by income protection insurance until accumulated sick leave has been exhausted.

Section 3. Workers' Compensation: A principal who becomes injured while performing his or her duties as a principal and thus becomes eligible for benefits under worker's compensation provisions may elect to use sick leave on a pro-rate basis in order to maintain the level of income earned prior to the injury. Such use of sick leave shall continue until available sick leave has been exhausted. Further, such use of sick leave shall not result in the payment of a total weekly rate of compensation that exceeds the weekly wage of the employee.

### Section 4 - Family Bereavement, Family Illness and Funeral Leaves

Principals will be entitled to family bereavement or illness leave up to a maximum of eight (8) duty days per year as described in Subd. 1, Subd. 2, and Subd. 3 below:

#### Subd. 1 – Family Bereavement Leave

Principals may use bereavement leave for the death of the following family members: spouse, fiancé, child, son/daughter-in-law, parent, father/mother-in-law, grandparents, grandparents-in-law, grandchild, sibling, or the principal's or principal's spouse's brother/sister-in-law, uncle, aunt, nephew, niece or cousin.

### Subd. 2 – Immediate Family Illness Leave

Principals may use illness leave for any illness or injury of a child, spouse, or parent that requires the presence of the principal. Principals may also use family illness leave for daycare closures due to the illness of children or the facility manager. The School District may require supporting documentation in the case of a daycare closure.

### Subd. 3 – Other Family Illness Leave

Principals may use illness leave for a serious injury or illness of other family members named in Subd. 1. A serious injury or illness is defined to include health conditions requiring medical treatment or supervision; physical or mental disability; chronic long-term treatment.

### Subd. 4 – Funeral of a Friend

Principals will have one annual non-accruing bereavement leave day for the funeral of a friend.

Section 5. Insurance Application: A principal on unpaid leave is eligible to continue to participate in group insurance programs, if permitted under the insurance provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the school district the monthly premium in advance.

Section 6. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. Credit shall accrue for the period of time that a principal was on paid leave but not on unpaid leave.

### Section 7. Childcare Leave:

Subd. 1: A principal may be afforded a childcare leave of absence of no more than twelve (12) months, provided the principal follows the procedures outlined in this section.

Subd. 2: A principal may utilize sick leave, pursuant to Article VIII, Section 1, during the period of disability. The sick leave must be taken prior to and contiguous with the implementation of the childcare leave provided in this section. The combination of childcare leave and sick leave shall not exceed twelve (12) months except by mutual consent of the parties. However, in the case of miscarriage, stillbirth or death of a child, the principal may return to a position for which qualified prior to the leave. A principal who intends to use sick leave shall notify the superintendent, in writing, no later than the end of the fifth (5th) month of pregnancy and also at such time provide a physician's statement indicating the period of disability.

Subd. 3: The principal shall submit a written request to the superintendent for a childcare leave, including commencement date and return date.

Subd. 4: The effective beginning date of such leave and its duration shall be submitted by the superintendent to the school board for its action. The decision of the school board shall be final and binding and shall not be subject to the grievance procedure.

Subd. 5: A principal returning from a childcare leave shall be re-employed in a position for which the principal was qualified prior to the leave, provided that the principal returns on the date approved by the school board.

Subd. 6: Failure of the principal to return, pursuant to the date determined in this section, shall constitute grounds for termination in the school district.

Subd. 7: The parties agree that periods of time for which the principal is on childcare leave shall not be counted in determining the completion of the probationary period.

Subd. 8: A principal who returns from childcare leave, within the provisions of this section, shall retain all previous experience credit and any unused leave time accumulated under the provisions of the agreement at the commencement of the beginning of the leave. The principal shall not accrue any additional experience credit for leave time during the period of childcare leave.

Section 8. Return To Position In The School District: When a principal is granted a general leave, agreement shall be reached 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 delegated agent, shall designate the position to which the person may return.

Section 9. Stipulations To Leaves: Upon being granted a long-term general leave, the applicant shall be notified of the stipulations which apply to the leave.

Section 10. Sabbatical Leave:

Subd. 1. Application And Selection: A principal who has been employed for seven (7) years in the school district may apply for sabbatical leave. The leave will be for one (1) year in length and will be for the purpose of professional growth that ultimately furthers the interests of the school district and its students as determined by the superintendent and school board. Applications for sabbatical leave must be submitted to the executive director of human resources by February 1 previous to the year of the requested sabbatical. Sabbatical leave may be granted at the discretion of the school board, which will act on the request no later than March 1. Sabbatical leave may be granted at the discretion of the school board. The approval or disapproval of such leave by the school board shall be final and binding and shall not be subject to the grievance procedure. The applicant may resubmit application for such leave the following school year.

Subd. 2. Status Of Principal While On Leave: Allowance granted to a PLSPA member on sabbatical leave shall be thirty-five percent (35%) of the salary he/she would receive during the year for which the sabbatical is granted. During the leave, the principal shall remain on continuing contract, but shall not accrue leave or other benefits and shall be eligible to participate in group insurance programs, if permitted under the insurance policy provisions, and the school district shall contribute the full premium for single hospitalization insurance, single dental insurance and life insurance, but the PLSPA member shall pay the entire premium for such other programs the principal wishes to retain. The principal may engage in other remunerative activities and may accept grants or fellowships.

Subd. 3. Return From Sabbatical Leave: Upon completion of a sabbatical leave, the PLSPA member shall be assigned to the position occupied prior to the leave or a mutually agreed upon commensurate position, shall remain in the district's service for at least two (2) years and shall be continued at the same seniority step on the salary schedule as if he/she had served in the district during such period. The school board may waive the requirement that a principal remain in the district's service for at least two years following the sabbatical leave.

Subd. 4. Alternative Sabbatical Leave: A principal may apply for up to thirty (30) duty days per summer for up to three (3) summers for the purpose of professional growth with full pay and benefits. This leave may be granted at the discretion of the school board. The approval or disapproval of such leave by the school board shall be final and binding and shall not be subject to the grievance procedure. The applicant may resubmit application for such leave the following school year.

Section 11. Jury Duty: A principal will be fully compensated for time spent on jury duty, less any amount that he/she is paid for such jury duty.

## **ARTICLE IX. UNUSED SICK LEAVE RETIREMENT COMPENSATION**

Section 1: Full-time principals who have completed at least ten (10) years of service in School District 719, of which the most recent five (5) are as a principal, and who have completed twenty five (25) years of service in teaching or administration (including service in public or private schools at the K-12 level in Minnesota and other states or countries) as of June 30 in the year during which notice of retirement is made, upon submission of a written resignation accepted by the school board, shall receive payment for his/her unused sick leave days to a maximum of one hundred sixty (160) accumulated sick leave days. This payment will not be made to any principal who has been discharged or terminated pursuant to Minnesota law.

Section 2: Principals may receive this benefit upon termination of services and withdrawal from administrative and teaching service in the employing district.

Section 3: In applying this provision, the rate of pay for sick leave days shall be set at the principal's daily rate of pay based upon base salary, education credit and longevity divided by 223 days.

Section 4: Sick leave compensation shall be paid by the school district at the time of termination of services to the employee's account in; 50% shall be deposited in the Post-Retirement Health Saving Plan of the Minnesota State Retirement System as authorized under Minnesota Statutes law; 50% shall be deposited into a 403(b) account created specifically for this provision. Unused sick leave compensation shall not be granted to any principal who is discharged or terminated by the school district pursuant to Minnesota law.

Section 5: If a principal dies before leaving the service of the district, yet has met the qualifications of Section 1 above, the sick leave benefit shall be paid to a named beneficiary. If none is named, the sick leave benefit shall be paid to the deceased's estate.

Section 6: A principal, hired prior to July 1, 2010, that leaves service to the district under Section 1 above, shall be eligible to enroll in the existing two (2) party group medical-hospitalization and dental insurance plans at the time of retirement, as defined in Article VII of this agreement, between the school district and PLSPA.

Subd. 1. Premium Fund: The school district shall pay one hundred percent (100%) of the single or +1 premiums.

Subd. 2. Eligibility: These coverage's shall continue until the principal is eligible for full Medicare benefits. If the principal dies or is no longer eligible, the second party may remain in the group, subject to the approval of the carrier, at their own expense, until eligible for full Medicare benefits.

Section 7: A principal hired after July 1 2010, shall receive a District contribution of \$1,000 per year, on a cumulative basis, into an HRA throughout the first ten (10) years of a principal's employment in the bargaining unit (i.e. \$1,000 in year one (1), \$2000 in year two (2), with a possible total District contribution of up to \$55,000 throughout a Principal's career).

Subd. 1. Vesting: The funds contributed by the District and placed in an HRA account for principals hired after July 1, 2010, shall not vest with the employee until they have met the eligibility requirements listed in Article IX, Section 1. Upon a principal's departure from the District, any funds that have not vested shall revert back to the District.

Subd. 1. Control of Funds: The District shall retain control of any funds contributed into an HRA on behalf of a principal until those funds have vested. The District shall remain responsible to invest any funds and pay any associated fees until the funds vest with the principal, at which point those responsibilities shall be transferred to the principal.

Section 8: The school district and the PLSPA understand that a principal who has retired, under the provisions of Article IX of this contract, is fully vested. The school district and the principal acknowledge and recognize that the principal is reasonably relying on receiving all of the benefits of this Article and is entitled to the benefit on an ongoing basis and shall continue to be covered by its provisions until eligible for full Medicare benefits.

Section 9: Sick Leave Pool: In case of an extended illness resulting in qualification for long-term disability benefits where the principal does not have an adequate amount of documented sick leave to carry through until disability benefits begin and up to a maximum of one year while on disability benefits, any principal may transfer up to five (5) days of his/her available sick leave to that principal.

## **ARTICLE X. DUTY YEAR**

Section 1. Duty Days: The duty year for principals is 12 months (July 1 through June 30).

Section 2. Holidays: Principals will receive 12 paid holidays as designated by the School District.

Section 3. Vacation: Principals will receive 25 days of paid vacation, subject to the approval of the Superintendent (or designee). A maximum of 10 days may be carried over into the following year but must be used by December 31 or they will be forfeited. Exceptions to this requirement may be made at the discretion of the Superintendent (or designee) based on operational needs.

Section 4. School Closings: In the event a duty day is lost for any reason, the principal shall perform duties on such other day in lieu thereof as the school board or its designated representative shall determine.

## **ARTICLE XI. GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the school district as to the interpretation or application of terms and conditions contained in this agreement.

Section 2. Representative: The principal, administrator or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his or her behalf.

Section 3. Definitions And Interpretations:

Subd. 1. Extension: Time limits specified in this agreement will be extended by mutual agreement.

Subd. 2. Days: Reference to days, regarding time periods in this procedure, shall refer to calendar days.

Subd. 3. Computation Of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period, so computed, shall be counted, unless it is a Saturday, a Sunday or a legal holiday in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

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

Section 4. Time Limitation And Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Failure to appeal a grievance from one level to another with the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the school district's designee.

Section 5. Adjustment Of Grievance: The school district and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the superintendent, or his designee, shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the school board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the school board shall issue its decision, in writing, to the parties involved. At the option of the school board, a committee or representatives of the school board may be designated by the school board to hear the appeal of this level and reports its findings and recommendations to the school board. The school board shall then render its decision.



Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I of this procedure, provided the school board or its representative notify the parties of its intentions to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial Of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the principal may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the principal and school board are unable to resolve any grievance, the grievance may be submitted as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision Level II of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection Or Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions, as provided by in the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment, as defined herein and contained in this written agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

## **ARTICLE XII. INSURANCE COMMITTEE**

Section 1. Composition Of Committee: An insurance committee consisting of representatives from PLSEA, PLSPA, administration and the school board shall be formed.

Section 2. Function Of Committee: The function of this committee will be to study the hospitalization, life insurance and disability insurance programs that have been provided by the school board and make recommendations concerning these programs.

Section 3. Committee Recommendations: A joint recommendation, in writing, shall be presented to the school board on or before March 1st each year by the joint committee.

## **ARTICLE XIII. MISCELLANEOUS**

Section 1. 403(b) Plan: Principals are eligible to participate in the district 403(b) plan, and the district will match a principal's contribution up to a maximum of \$2,000 per calendar year; effective January 1, 2010, the maximum district match will be \$3000 per calendar year.

Section 2. Mileage Allowance: Principals required to use their own automobile in the performance of their duties shall be reimbursed at the rate as determined by the school board.

Section 3. Professional Development: The school board recognizes the importance of principals' attendance and/or participation in professional growth and outreach. The principal should, at the discretion of the superintendent, attend appropriate professional meetings at the local, state, and national level. A professional development fund of \$1,800 per year shall be provided for each PLSPA member. Carryover of funds is allowed up to a cap of \$6,000. Use of funds may include:

1. Conventions, seminars, workshops (registration, travel, meals and accommodations)
2. Tuition and materials for training or college courses
3. Hardware/software for professional use that will mutually benefit the School District and Principal
4. Dues for professional education organizations (e.g. ASCD, MASCD, NCTE, MCTM, etc.) not presently paid by the district

Section 4. Special Assignments: A PLSPA member whose duties are redefined, shall continue in the position of "principal on special assignment" with salary, benefits, tenure, seniority, and conditions of employment commensurate with the position held prior to reassignment and shall be considered a principal with all the benefits provided by this contract. Principals selected for "special assignments" (e.g., building construction projects, special programs) continue to be covered by all provisions of this agreement. The principal on special assignment may be provided additional compensation beyond that provided in this agreement, but there will be no reduction in compensation for the principal. A job

description for the special assignment will be developed so that the principal understands performance expectations. The school district retains the right to select and assign principals in accordance with Article IV of this agreement and school board policy.

Section 5. Phone Allowance: All principals are required to have a cellular phone that is for the purpose of work-related duties. The school district will provide \$1000 per year as reimbursement for this expense. In order to be eligible for this reimbursement, a principal must provide annual proof of enrollment in a cellular phone service plan to the executive director of business services by July 1. There will be no additional reimbursement for telephone expenses beyond this amount.

#### **ARTICLE XIV. DURATION**

Section 1. Terms and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2014 through June 30, 2016 and thereafter until modifications are made pursuant to the PELRA. In the event a successor agreement is not entered into prior to the expiration of the current collective bargaining agreement, a principal shall be compensated according to the last individual contract executed between the principal and the school district until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this agreement commencing on July 1, 2016, it shall give written notice of such intent no later than May 1, 2016, including complete language and detail or proposed changes.

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.

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

**ATTACHMENT A**  
**BASIC COMPENSATION**

<b>2014-15</b>						
STEPS		MIDDLE SCHOOL ASSISTANT PRINCIPAL	HIGH SCHOOL ASSISTANT PRINCIPAL	ELEMENTARY PRINCIPAL	MIDDLE SCHOOL PRINCIPAL	HIGH SCHOOL PRINCIPAL
NEW	OLD					
1		92,274	95,015	97,172	101,158	110,438
2		93,403	96,147	98,303	102,287	111,569
3	1	94,535	97,277	99,433	103,418	112,699
4	2	96,985	98,849	102,098	106,218	115,546
5	3	99,509	101,423	102,862	108,980	118,477
6	4	102,104	105,056	108,530	112,920	121,490

<b>2015-16</b>						
STEPS		MIDDLE SCHOOL ASSISTANT PRINCIPAL	HIGH SCHOOL ASSISTANT PRINCIPAL	ELEMENTARY PRINCIPAL	MIDDLE SCHOOL PRINCIPAL	HIGH SCHOOL PRINCIPAL
NEW	OLD					
1		94,027	96,820	99,018	103,080	112,536
2		95,178	97,974	100,171	104,230	113,689
3	1	96,331	99,125	101,322	105,383	114,840
4	2	98,828	100,727	104,038	108,236	117,741
5	3	101,400	103,350	104,816	111,051	120,728
6	4	104,044	107,052	110,592	115,065	123,798

MEMORANDUM OF UNDERSTANDING

Performance Incentive: For the 2014-15 and 2015-16 school years, a principal will be eligible for a performance incentive of \$1,600. Ten percent (10%) of the incentive will be based on whether or not the principal's home site (as determined by the superintendent) has met their Q-Comp site goal. The remaining ninety percent (90%) will be based on whether or not the principal has met their individual goals as determined by the superintendent. The superintendent's decision regarding the amount of performance-based pay earned by a principal is final and not subject to the grievance procedure.

Signed and dated:

For the Exclusive Representative:

For the School District:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

MEMORANDUM OF UNDERSTANDING

Wellness Incentive: Representatives from the PLSPA will work with the executive director of human resources and the executive director of business services to explore options and develop a pilot wellness program for group participation. Implementation of such a program will only proceed upon mutual consent of the District and the PLSPA.

Signed and dated:

For the Exclusive Representative:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

For the School District:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

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

For:  
Prior Lake - Savage Principals' Association

For:  
Independent School District 719

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Chief Principal Negotiator

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Chairperson

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PLSPA Officer

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Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015