

**Principal
Contract
for
2007-2009**

**MOUNDS VIEW PUBLIC SCHOOLS
ISD 621**

Table of Contents

ARTICLE I	5
ARTICLE II RECOGNITION AND DUES CHECK-OFF.....	5
Section 2.1 Exclusive Representative.	5
Section 2.2 Dues Check-Off.....	5
Section 2.3 Fair Share Fee.	5
Section 2.4 Use of School Facilities.	6
Section 2.5 Individual Personnel File.....	6
Section 2.6 Information.	6
ARTICLE III MANAGEMENT RIGHTS	6
Section 3.1 Authority and Power of the Employer.	6
ARTICLE IV RESPONSIBILITIES OF PRINCIPALS	6
Section 4.1 Basic Duties.	6
Section 4.2 Work Year.....	6
Section 4.4 Holidays.	6
Section 4.5 Strikes or Work Stoppages.....	6
ARTICLE V COMPENSATION.....	7
Section 5.1 Individual Contracts.....	7
Section 5.2 Basic Salary Schedule.	7
Section 5.3 Experience Credit.....	7
Section 5.4 Initial Placement.	7
Section 5.5 Leadership Accountability Award.	7
Section 5.6 Reimbursement of Travel Expenses.....	7
Section 5.7 Administrative Renewal.	7
Section 5.8 Additional Compensation.	7
ARTICLE VI INSURANCE	8
Section 6.1 Group Insurance Policies.	8
Section 6.2 Life Insurance.	8
Section 6.3 Medical, Hospital Insurance.	8
Section 6.4 Income Protection Insurance.....	9

Section 6.5 Tax Sheltered Annuities.	9
Section 6.6 Liability Insurance.	9
Section 6.7 Automobile Insurance.	9
Section 6.8 Dental Insurance.	9
Section 6.9 Health Reimbursement Arrangement	9
ARTICLE VII LEAVES AND ABSENCES	10
Section 7.1 Paid Time Off	10
Section 7.5 Workers' Compensation.	10
Section 7.6 Sabbatical Leave.	10
Section 7.7 Association Leave.	11
Section 7.8 Personal Injury on Duty Leave.	11
Section 7.9 Family and Medical Leaves.	11
Section 7.10 Other Long Term Leaves.....	11
ARTICLE VIII UNREQUESTED LEAVE OF ABSENCE	12
Section 8.1 Seniority.	12
Section 8.2 Probationary Period.	12
Section 8.3 Effect.	12
ARTICLE IX GRIEVANCE PROCEDURE	12
Section 9.1 Definitions.	12
Section 9.2 Purpose.	12
Section 9.3 Representation.	12
Section 9.4 Level One (1) - Superintendent.	12
Section 9.5 Level Two (II) - School Board.	13
Section 9.6 Submission to Arbitration.	13
Section 9.7 Jurisdiction and Authority of Arbitrator.	13
Section 9.8 Time Limitations.	13
ARTICLE X TRANSFERS	13
Section 10.1 Vacancies and Applications for Transfer.	13
ARTICLE XI DEFERRED COMPENSATION.....	13
Section 11.1 Deferred Compensation.	13

ARTICLE XII MEET AND CONFER PROCEDURES 14

 Section 12.1 Meet and Confer Items.....14

 Section 12.2 Joint Conference Committee.14

ARTICLE XIII DURATION AND RENEGOTIATION OF CONTRACT 14

 Section 13.1 Term of Contract.14

 Section 13.2 Effect of Contract.14

 Section 13.3 Termination of Modification.....14

 Section 13.4 Severability.14

 Section 13.5 Negotiations During Term.....15

APPENDIX A PRINCIPAL’S SALARY SCHEDULE 16

APPENDIX B GRIEVANCE FORM 17

for any Principal shall be in an amount equal to the regular membership dues of the Association, less the cost of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. Upon fifteen (15) days of notice in writing by the Association to the Deputy Superintendent certifying the name of the Principal and the amount of the fair share fee, the Employer will deduct such fair share fee in installments from such Principal's pay checks each month, and will forward such fees to the Association. The Association agrees to notify the Employer promptly whenever any Principal subject to fair share fee deduction becomes a member of the Association, and no further fair share fee deductions for such Principal will thereafter be made. Any disputes as to the proper amount of the fair share fee shall be solely between the Association and the Principal involved.

Section 2.4 Use of School Facilities.

Rules and regulations regarding the public use of school facilities are set forth in School Board Regulation EG-5152, which shall include the Association among the organizations eligible to use school facilities.

Section 2.5 Individual Personnel File.

Only one (1) official personnel file shall be maintained on any Principal and will be made available to each individual Principal or the Principal's representative upon written request. The Principal shall have the right to reproduce any of the contents of the file at the Principal's expense and to submit for inclusion in the file written information in response to any material contained therein.

Section 2.6 Information.

The parties agree that the Association shall have access, upon reasonable notice, to appropriate and available information, not deemed confidential, necessary for the Association to exercise its responsibilities as exclusive representative under Minnesota Statutes and the terms of this Contract.

ARTICLE III MANAGEMENT RIGHTS

Section 3.1 Authority and Power of the Employer.

The laws of the State of Minnesota have vested in the Employer 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 District. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this Contract.

ARTICLE IV RESPONSIBILITIES OF PRINCIPALS

Section 4.1 Basic Duties.

Each Principal shall perform the duties prescribed by the Employer for the position held, and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Teaching and by the School Board policies, rules, regulations and orders issued by properly designated officials of the School District.

Section 4.2 Work Year.

Regular full-time Principals are normally employed on a twelve (12) month basis.

Section 4.4 Holidays.

Principals working twelve months (12) shall receive eleven (11) paid holidays. Principals working ten (10) months shall receive ten (10) paid holidays. Principals must be on paid status the day preceding and following the holiday to receive holiday pay.

Section 4.5 Strikes or Work Stoppages.

During the term of this Contract, neither the Association nor any individual Principal shall engage in any strike, work stoppage or similar withholding of service by any other employee or group of employees. The Employer will determine the extent to which the schools will remain open, with due regard for the personal safety of all students and employees of the District.

ARTICLE V COMPENSATION

Section 5.1 Individual Contracts.

Each individual Principal shall be employed by written contract signed by the Principal and by the Chairperson and Clerk of the School Board. Each Principal shall be compensated according to the terms of his/her contract.

Section 5.2 Basic Salary Schedule.

The Salary Schedule for the 2007-2008 and 2008-2009 contract years is set forth in Appendix A. If negotiations for a successor contract is not entered into prior to the expiration date of this Contract, a principal shall be compensated according to the previous year's compensation until such time that a successor contract is executed. The Employer may not withhold step advancement, lane advancement, or any other salary increase without just cause, subject to the grievance procedure. This Contract shall remain in force unless modified by the provisions of Article XIII.

Section 5.3 Experience Credit.

For the purposes of experience advancement on the Basic Salary Schedule, a completed full duty year is set forth in Article 4.2. Principals completing fifty (50) percent or more of a duty year shall be given credit for one (1) year of experience for Basic Salary Schedule advancement purposes, effective the July 1 following completion of the year. Principals completing less than fifty (50) percent of a duty year in an unpaid leave status shall receive no credit for salary schedule advancement.

Section 5.4 Initial Placement.

A Principal who has had teaching or administrative experience in other school systems or experience in other fields of endeavor (excluding formal academic preparation) will receive credit for experience as may be agreed between the School District and the Principal.

Section 5.5 Leadership Accountability Award.

Beginning July 1, 2006 each principal shall be eligible to receive up to \$5,500 (five thousand five hundred dollars) in Leadership Accountability Award (LAA) dollars with 50% of the LAA award payable by February 1 of the following year and the second 50% payment payable by July 31. The amount budgeted by the District in the final budget for LAA shall not be discontinued during the fiscal year. The award or refusal to award stipends shall not be subject to the grievance procedure of this Contract.

Section 5.6 Reimbursement of Travel Expenses.

A Principal will be reimbursed for any use of his/her personal automobile required and approved by the Employer at the mileage allowance rate established by District policy for all District employees. Reimbursement for out-of-town travel required and approved by the Employer will cover the actual cost of commercial transportation, meals and lodging and program registration fees.

Section 5.7 Administrative Renewal.

Effective July 1, 2005, the employer will pay the cost of annual membership in one state and one national principal's association for each employee.

Effective July 1, 2005, the employer will pay the cost of one half of the MVPA membership to attend an approved national or regional conference. In the years principals do not attend a national or regional conference, the employer will pay the cost of attendance at an approved state or local conference. The MVPA and the District will jointly establish the procedures for application and the approval criteria.

Each year the District will provide a Professional Development Fund for the purposes of principals to attend professional meetings, workshops and other professional activities. The MVPA and the District will jointly establish the procedures for application and the approval criteria.

Section 5.8 Additional Compensation.

In the event that any Principal covered by this Agreement is assigned major duties which have not been an established responsibility of Principals in this School District according to the written job description and established practices, or if any individual Principal is assigned major duties that are not assigned to other Principals in the same Administrative Level as defined in this Contract, the Principal or Principals so assigned will receive additional compensation over and above the individually

contracted salary for this additional duty. The amount and nature of this compensation will be determined in negotiation between the Association and the School Board.

Examples of major additional duties might include, but not be limited to:

1. Summer school administration;
2. A series of weekend assignments, such as required class;
3. Compulsory seminars and course work taking place outside the normal school day;
or
4. Extra assignments, such as District curriculum work, which would require more than ten percent (10%) of the Principal's time to be devoted to tasks outside his or her school responsibility on a repeating basis.

ARTICLE VI INSURANCE

Section 6.1 Group Insurance Policies.

During the term of this Contract the Employer will purchase the group insurance policies covering full-time Principals described in this Article VI. It is understood and agreed that the provisions of this Article VI are merely descriptive of the coverage provided, and that the eligibility of a Principal for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage.

Section 6.2 Life Insurance.

The Employer will continue to pay total premium for each full-time Principal for basic coverage under the life insurance plan. The life insurance policy is to provide basic coverage for each Principal in an amount which is double to such Principal's annual salary rounded to the nearest one thousand dollars (\$1,000) but a minimum of fifty thousand dollars (\$50,000) death benefit and an additional fifty thousand dollars (\$50,000) benefit for accidental death and dismemberment. Also, included are policy provisions providing a conversion privilege and total disability extended insurance. Each Principal has the option to purchase supplemental group life and accidental death and dismemberment coverage in an amount equal to the basic coverage provided by the District. Each Principal shall pay the premium for any such supplemental coverage through payroll deduction. For the purposes of this section, a principal's annual basic salary is the sum of the principal's salary schedule, longevity, education and Leadership Accountability Award.

Section 6.3 Medical, Hospital Insurance.

The Employer will pay the full premium for single coverage for each Principal enrolled in a District medical, hospitalization and major medical insurance plan. The Employer will also pay one thousand sixty five dollars(\$1,065) per month toward the cost of family coverage for each Principal during the term of this contract. The District will pay for forty percent (40%) of any increase in the family premium during the term of this contract. Each Principal enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum Employer contribution toward the type of coverage for which each Principal is enrolled. Participation in the insurance program will be voluntary.

The Employer will pay the full premium for single coverage for disabled Principals enrolled in a District medical, hospitalization, and major medical plan.

The dependents of disabled Principals and dependents of deceased Principals shall be eligible to continue medical-hospital coverage as part of the Mounds View District group at personal cost. In order to continue coverage, arrangements must be made with the District Human Resource Office to provide for payment to the District of any required premium payments before such premium payments are due.

The exclusive representative hereby warrants and covenants that it will share equally in the expense resulting from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out or by reason of the District contribution to dependent and/or single coverage provided herein.

**Alternative Plan Designs will be reviewed and selected which will allow principals flexibility with this benefit. In any instance the district contribution will not be greater than the amount listed above.

Section 6.4 Income Protection Insurance.

The Employer will continue to pay the total premium for each full-time Principal in the income protection plan, according to the terms of coverage effective July 1, 1997. This policy provides disability payments of two-thirds (2/3) salary after ninety (90) calendar days of disability. Payments under this plan may continue to age seventy (70).

Section 6.5 Tax Sheltered Annuities.

Principals may enroll in a program of payroll deduction for the purchase of tax deferred annuities through insurance carriers approved both by the Employer and the Principals. Each Principal may select up to three (3) such carriers. Application to participate in a tax deferred annuity program must be completed at least fifteen (15) days prior to the first payroll period of a school fiscal year or fifteen (15) days after the signing of the contract, whichever is later.

Section 6.6 Liability Insurance.

The Employer will provide liability protection insurance coverage for all Principals in a dollar amount not less than the Minnesota Statutory limits of such liability. The School District will also include all Principals in errors and omissions coverage.

Section 6.7 Automobile Insurance.

Each Principal shall be reimbursed a sum of four hundred dollars (\$400) each year upon presentation of a certificate of coverage to the Business Office naming District 621 as an additional insured party. Such coverage shall provide basic limits of one hundred thousand dollars (\$100,000) and three hundred thousand dollars (\$300,000) public liability and twenty-five thousand dollars (\$25,000) property damage.

Section 6.8 Dental Insurance.

In the event that dental insurance is bargained for by any employee group, the District will provide like coverage for Principals.

Section 6.9 Health Reimbursement Arrangement

Subd. 1: Definitions: This section refers to a Health Reimbursement Arrangement (HRA), as recognized by the IRS Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002), providing for access upon retirement or resignation of employment with the Mounds View School District.

Subd. 2 Eligibility. Principals who began service on July 1, 2007 or thereafter will have the value of up to 4 day's of accumulated personal time off (PTO) deposited at year end in a HRA chosen by the district. Any PTO days deposited will result in a corresponding reduction in accumulated PTO. Active principals who began service prior to July 1, 2007 will have the value of four (4) days of accumulated PTO deposited into the HRA for each year of service in the Mounds View School District as a teacher or principal at the time they retire or resign from the district. The district will deposit into the HRA the value of a maximum of 4 days of earned but unused PTO or the value of the number of PTO days available to the principal if less than four have been earned but not used during the year. In addition, principals will have a district contribution of two thousand dollars (\$2,000) deposited annually in a HRA chosen by the district.

Subd. 3: Calculation. In applying the foregoing provisions, a principal's daily rate of pay shall be the basic daily rate at the time of retirement or resignation, as provided in the basic salary schedule for that school year commencing July 1 through June 30, and shall not include any additional compensation such as performance pay, or other extra compensation.

Subd. 4: Limitations. The total amount of the School District contribution to the HRA under subdivision 2 above shall not exceed fifty thousand dollars (\$50,000) or one half the principal's annual salary as set forth in Minnesota Statutes 465.722 whichever is less. Up to three principals may access the benefit payout in a single school year. Principal access to the HRA will be ordered on a first come, first served basis upon the Human Resources Department receipt of written notification of retirement or resignation. The fourth principal in a given year will not be able to access the benefit payout in that year but will become the first principal to access the benefit in the following year. The district will fund the HRA prior to the year in which the principal can access the benefit.

ARTICLE VII LEAVES AND ABSENCES

Section 7.1 Paid Time Off

7.1.1. Principals with less than twenty-five (25) years' service as a teacher or administrator in the Mounds View Public Schools who are assigned to work twelve (12) months will earn forty (40) days of paid time off per year. At least twenty-eight (28) days of accumulated paid time off during a contract year shall be taken within six (6) months after June 30, or be forfeited by principals with less than twenty-five (25) years service as a teacher or administrator in the Mounds View Schools.

7.1.2. Principals with more than twenty-five (25) years' service as teacher or administrator in the Mounds View Schools who are assigned to working twelve months (12) will earn forty-five (45) days of paid time off per year. At least thirty-three (33) days of accumulated paid time off during a contract year shall be taken within six (6) months after June 30, or be forfeited by principals with more than twenty-five (25) years service as a teacher or administrator in the Mounds View Schools.

7.1.3. Principals who are assigned to work full-time for ten (10) months will earn twenty-three (23) days of paid time off per year.

7.1.4. Paid time off accrual will be prorated at the daily rate for principals who do not earn the time by working the entire contract year. In applying the foregoing provision, a principal's daily rate of pay shall be the basic daily rate at the time of retirement or resignation, as provided in the basic salary schedule for that school year commencing July 1 through June 30, and shall not include any additional compensation such as performance pay, or other extra compensation.

7.1.5. Paid time off paid days in excess of the twenty-eight (28) or thirty-three (33) days referenced in 7.1.1 and 7.1.2. above will be accumulated from one (1) fiscal year to the next without restriction.

7.1.6. Principals will have the value of up to four (4) paid time off days, if available as accumulated PTO, deposited at year end in a Reimbursement Arrangement (HRA) chosen by the district. Any PTO days deposited will result in a corresponding reduction in accumulated PTO.

7.1.7. Principals will be paid up to a maximum of twenty-five (25) days of earned PTO at the time of retirement or resignation. Principals will not be paid any earned PTO if they are terminated for cause. The amount paid will be based on the principal's daily rate at the time of retirement or resignation, as provided in the basic salary schedule for that school year commencing July 1 through June 30, and shall not include any additional compensation such as performance pay, or other extra compensation.

7.1.8. Use of PTO in excess of five (5) successive working days will require authorization from human resources and the principal supervisor.

7.1.9. All sick leave, vacation, and personal leave that had been accumulated by principals prior to July 1, 2007 will be converted to PTO.

Section 7.5 Workers' Compensation.

A Principal receiving compensation under the Workers' Compensation Act may elect to use any accumulated leave allowance in order to make up the difference between Workers' Compensation payments and such Principal's basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the Principal. In no event shall the additional compensation paid to the Principal result in the payment of total daily, weekly, or monthly compensation in excess of such Principal's basic salary.

Section 7.6 Sabbatical Leave.

- a) Eligibility. Sabbatical leave for study may be granted to any full-time Principal who has served the Employer for a period of at least seven (7) years.
- b) Purpose. An application for sabbatical leave must show that the completion of a planned program of study will improve the background, training and skills of the Principal and enable such Principal to better serve the School District.

- c) Quota. No more than two (2) Principals employed by the Employer may be granted sabbatical leave in any one (1) school fiscal year.
- d) Compensation. Sabbatical leaves will be granted for one (1) full school fiscal year or portion thereof. Compensation for the leave period shall be one half (1/2) of the salary, which the Principal would have received had such leave not been granted.

Principals granted sabbatical leave shall be required to contract with the Employer for a period of one (1) school fiscal year immediately following the expiration of such leave. Failure of a Principal to return from sabbatical leave for at least one (1) school fiscal year shall obligate such Principal to return all compensation received from the Employer during the sabbatical leave.

A Principal taking a sabbatical leave may elect the following compensation arrangement for the two (2) year period consisting of the year of sabbatical leave and the first year of return. Compensation for each year shall be at the rate of seventy-five percent (75%) of the basic salary, which such Principal would have received for such years had such leave not been granted.

Section 7.7 Association Leave.

Upon advance approval by the Superintendent, a representative or representatives of the Association will be granted reasonable time off for the purpose of conducting the business of the Association. Up to a total of ten (10) duty days for the bargaining unit of such Association leave in any fiscal year shall be without deduction from pay.

Section 7.8 Personal Injury on Duty Leave.

Principals disabled as a result of an injury, while on school premises or while acting in an official capacity for the School District, will not be charged with loss of sick leave benefits for the length of time required for recovery nor for any recurrence thereof.

Section 7.9 Family and Medical Leaves.

Principals on an approved leave of absence shall retain their original seniority date.

Upon written request to the Employer, a leave of absence not to exceed one (1) year may be granted by the Employer. Such written request shall include the proposed period and purpose of the leave and must be submitted at least sixty (60) days prior to the proposed start of the leave. The sixty (60) day application provision may be waived by mutual consent.

Purposes of the leave must be to either:

- 1) care for the employee's child after birth or placement for adoption or foster care;
- 2) care for the employee's spouse, son or daughter or parent who has a serious health condition, or
- 3) a serious health condition that makes the employee unable to perform the employee's job.

Leaves of absence are unpaid. Principals may substitute paid time off for unpaid leave provided that the paid time off is substituted at the beginning of the leave and is used consecutively until paid time off is exhausted. Employees shall not accrue paid time off while on periods of unpaid leave.

An employee granted unpaid leave shall remain eligible for benefit plans according to the benefit plan eligibility provision and at personal expense in accordance with applicable State and Federal law. However, any benefits coverage based upon income shall be based upon the salary received from the Employer prior to the commencement of the leave.

Return from leave shall be in accordance with the terms established for the particular leave granted. Failure to return to work upon expiration of a leave of absence shall be grounds for termination of employment.

Leaves of absence will be administered in accordance with applicable State and Federal law including the Family Medical Leave Act unless the contract provides greater benefits.

Section 7.10 Other Long Term Leaves.

Principals may apply for other long-term leaves of absence without pay, which may be granted at the discretion of the Employer. Examples of requests for such leaves would include leave for further professional education, to serve in public office, to participate in a teacher exchange program, to serve as an elected officer or staff member of a state or national professional organization, or for extenuating

personal circumstances. The precise terms and conditions of any leave of absence granted under this paragraph shall be determined on an individual basis.

ARTICLE VIII UNREQUESTED LEAVE OF ABSENCE

Section 8.1 Seniority.

Seniority as a member of this bargaining unit shall be based on continuous service (including authorized leaves) as a member of the bargaining unit. Nothing in this Agreement shall be interpreted as a waiver by an individual Principal of any claim to a position in the teacher bargaining unit for which the Principal has the requisite seniority and license if such Principal is proposed for unrequested leave.

Section 8.2 Probationary Period.

A Principal selected from the District's teachers bargaining unit shall serve a full school year's probationary period. During this probationary period or by the June 1st nearest the completion of a full year's service, a probationary Principal may be terminated in the manner prescribed by M.S. 125.12 for probationary teachers. A Principal terminated pursuant to this paragraph shall be returned to a teaching position for which the Principal possesses the requisite license and total seniority as a licensed District employee. A member of the District's teacher bargaining unit who wishes to accept the District's offer of a principalship shall apply for and be granted a long-term leave from his/her teaching position covering the probationary period described herein. (See 8.13, Other Long-Term Leaves, and its successors in the District's Agreement with the Mounds View Education Association.)

Section 8.3 Effect.

In all other respects, M.S. 125.12, Subd. 6b (as amended) shall govern the placement of Principals on unrequested leave.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.1 Definitions.

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

- a) Contract Grievance. A "contract grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Contract. A contract grievance may be processed through the entire grievance and arbitration procedure set forth in this Article.
- b) Policy Grievance. A "policy grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of any policy, rule or regulation adopted by the Employer. A policy grievance may be processed through the grievance procedure to the level of the School Board, but shall not be subject to arbitration.
- c) Day. A "day" is any calendar day except Sunday, Saturday or a legal holiday.

Section 9.2 Purpose.

The purpose of this Article is to secure, at the lowest possible Administrative Level, an equitable and timely resolution of any contract or policy grievance, which may arise during the term of this Contract. Nothing contained in this Contract 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 relating to the conditions of compensation of public employment or their betterment, so long as the same is not designed 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.

Section 9.3 Representation.

Any Principal, Administrator or the School Board may be represented at any stage of this grievance procedure by any person or agent designated by such party to act in his/her behalf, the Association shall have the right to have a representative present and to express its position at any meeting for the adjustment of grievances under this Contract.

Section 9.4 Level One (1) - Superintendent.

Any Principal with a contract or policy grievance shall first attempt to resolve such grievance through an informal conference with the Superintendent. Any Principal who is not satisfied with the informal

adjustment of his/her grievance must, within ten (10) days of the event giving rise to the grievance, file with the Superintendent a written statement of his/her grievance, on the form set forth in Appendix B, which shall stipulate the facts and state the specific provisions of this Contract (for contract grievances) or policy (for policy grievances) allegedly violated.

The Superintendent may meet with the Principal to discuss the grievance, and shall indicate his/her disposition of the grievance, in writing, within seven (7) days after the written statement was filed.

Section 9.5 Level Two (II) - School Board.

A Principal who is not satisfied with the disposition of a contract or policy grievance at Level One (1) shall file with the Superintendent a written request for a conference with the School Board regarding the grievance. Such written request must be filed within seven (7) days after the written disposition of the grievance at Level One (1). At its next meeting, the School Board shall set a time for a conference of the Principal with the School Board, which conference shall take place no later than the next succeeding regularly scheduled meeting of the School Board. The School Board shall indicate its disposition of the grievance, in writing, at the next Board meeting.

Section 9.6 Submission to Arbitration.

The Association may submit to arbitration any contract grievance, which has been properly processed through Level Two (II) of the grievance procedure. The Association must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) days after the written disposition of the grievance at Level Two (II). The selection of the arbitrator and the arbitration proceedings shall be done in accordance with the procedures promulgated by BMS.

Section 9.7 Jurisdiction and Authority of Arbitrator.

The arbitrator shall have jurisdiction only over those contract 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 to change, modify, or amend in any way the terms and conditions of employment set forth in this Contract. The decision of the arbitrator shall be binding upon the parties, subject to all the limitations of grievance arbitration as specified in the PELRA.

Section 9.8 Time Limitations.

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as maximums and every reasonable effort will be made to expedite the process. Failure of a Principal or the Association to comply with the limitations specified shall constitute a waiver of the grievance. Failure of the Superintendent or the School Board to act within the time limitations specified shall constitute a denial of the grievance and shall permit the Principal or the Association to proceed to the next level. The parties may mutually agree to waive any level or levels of this grievance procedure, in keeping with the intention of the parties to resolve grievances as rapidly as possible.

ARTICLE X TRANSFERS

Section 10.1 Vacancies and Applications for Transfer.

The Employer will post notices of all vacant positions and deliver a copy to the Association. Any Principal may apply for a transfer to any vacant position for which such Principal has a currently valid certificate from the State Board of Education by filing a written application for transfer with the Office of the Deputy Superintendent within ten (10) days from the date of posting. The Employer shall consider all timely applications for voluntary transfer before permanently filling any vacant position.

ARTICLE XI DEFERRED COMPENSATION

Section 11.1 Deferred Compensation.

There will be no School District Contribution to the plan.

ARTICLE XII MEET AND CONFER PROCEDURES

Section 12.1 Meet and Confer Items.

Under the PELRA, the Employer is required to meet and negotiate only "terms and conditions of employment." The 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. The parties mutually recognize, however, that the PELRA provides for the establishment of procedures whereby the parties may meet and confer on educational policies of the District and on matters relating to the employment of Principals in addition to the specific terms and conditions of employment set forth in this Contract.

Section 12.2 Joint Conference Committee.

In order to comply with the spirit and intent of the PELRA, the parties hereby establish a Joint Conference Committee to provide regular opportunities for discussion and mutual exchange of ideas, to which all matters subject to the meet and confer process shall be referred. The Joint Conference Committee shall be composed of five (5) members appointed by the Employer and five (5) members appointed by the Mounds View Principals Association. Individuals representing the parties may vary from time to time, depending on the topics to be discussed by the committee. The Joint Conference Committee shall meet at the request of either party to consider any matter subject to meet and confer process under the PELRA, but no less than once every four (4) months.

ARTICLE XIII DURATION AND RENEGOTIATION OF CONTRACT

Section 13.1 Term of Contract.

This Contract shall become effective as of July 1, 2007, and shall continue in full force and effect to and including June 30, 2009, and biannually thereafter, except as modified or terminated in accordance with the provisions of this Article XIII.

Section 13.2 Effect of Contract.

This Contract constitutes the full and complete agreement between the Employer and the Association. 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 13.3 Termination of Modification.

Either party desiring to terminate or modify this Contract must notify the other party in writing at least sixty (60) days but no more than ninety (90) days prior to June 30, 2005, or at least sixty (60) days but no more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Contract shall set forth specifically 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 modification has been given.

Section 13.4 Severability.

Any provision of this Contract which is deemed by a Federal or State court or agency to be in violation of any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, shall be null and void and without force and effect. The provisions of this Contract shall be severable, and if any provision hereof or application of any such provision is held to be invalid, it shall not affect any other provision of this Contract or application of such provision. The Employer and the Association will meet not later than ten (10) days after such determination for the purpose of renegotiating any affected provision. The Employer reserves the final right to amend any affected provision of this Contract to the extent necessary to fulfill compliance with Federal or State laws, or rules or regulations promulgated thereunder, subject to the arbitration provisions of the grievance procedure.

Section 13.5 Negotiations During Term.

The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited 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 each 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 or all of the provisions of this Contract may be opened for negotiation and modification at any time by mutual consent.

IN WITNESS THEREOF, the parties have executed this Contract this 25th day of March 2008, as follows:

INDEPENDENT SCHOOL DISTRICT NO. 621

MOUNDS VIEW PRINCIPALS ASSOCIATION

Chairperson

President

Clerk

Chairperson, Negotiation Committee

Superintendent

Negotiation Committee Member

Director of Human Resources

Negotiation Committee Member

APPENDIX A PRINCIPAL'S SALARY SCHEDULE

Senior High Principal

	1	2	3	4	5	6	7	8
2007-2008	103,000	104,000	105,000	106,000	107,000	108,000	109,000	110,000
2008-2009	104,000	105,000	106,000	107,000	108,000	109,000	110,000	111,000

Middle School/ ALC / OG Principal

	1	2	3	4	5	6	7	8
2007-2008	98,000	99,000	100,000	101,000	102,000	103,000	104,000	105,000
2008-2009	99,000	100,000	101,000	102,000	103,000	104,000	105,000	106,000

Elementary Principal

	1	2	3	4	5	6	7	8
2007-2008	95,000	96,000	97,000	98,000	99,000	100,000	101,000	102,000
2008-2009	96,000	97,000	98,000	99,000	100,000	101,000	102,000	103,000

Associate/Assistant Principal

	1	2	3	4	5	6	7	8
2007-2008	86,000	87,000	88,000	89,000	90,000	91,000	92,000	93,000
2008-2009	87,000	88,000	89,000	90,000	91,000	92,000	93,000	94,000

APPENDIX B GRIEVANCE FORM

**MOUNDS VIEW PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 621
GRIEVANCE FORM**

Grievance Number _____
(Assigned by Employer)

Principal Presenting Grievance: _____
Name _____ School _____

Date of Incident: _____

Type of Grievance: Contract _____ Policy _____ (check one)

Description of Grievance:

Specific Provision(s) of Contract of Policy Allegedly Violated:

Date: _____
Principal _____

Association Representative _____

Appeal to Level One – Superintendent: Yes _____ No _____

Signature _____ Date _____

Level One Disposition:

Date: _____
Superintendent _____

Appeal to Level Two – Board of Education: Yes _____ No _____

Signature _____ Date _____

Level Two Disposition:

Date: _____ By _____

We wish to submit this grievance to Arbitration: Yes _____ No _____

Statement of Dispute:

Remedy Sought:

Date: _____

By _____

Mounds View Public Schools do not discriminate on the basis of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, or disability.

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Independent School District 621
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