



**AGREEMENT**

**BETWEEN**

**MOUNDS VIEW PUBLIC SCHOOLS**

**AND**

**MOUNDS VIEW PRINCIPAL  
ASSOCIATION**

**Effective July 1, 2021 through June 30, 2023**

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## CONTRACT

This Contract is made and entered into by and between Independent School District No. 621, Ramsey County, Minnesota, hereinafter referred to as the EMPLOYER, and the Mounds View Principals Association, hereinafter referred to as the ASSOCIATION.

### ARTICLE I

The purpose of this Contract is to encourage and increase orderly, constructive and harmonious relationships between the Employer and its Principals; to establish the terms and conditions of employment for Principals; and to establish an environment in which the children of this community may receive education of the highest quality.

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). Terms not specifically defined in this Contract shall have the meanings given them under the PELRA.

### ARTICLE II RECOGNITION AND DUES CHECK-OFF

#### **Section 2.1 Exclusive Representative.**

The Employer hereby recognizes the Association as the exclusive representative for all employees in the following appropriate unit: All employees of Independent School District No. 621, Shoreview, Minnesota, who are certified by the Professional Educator Licensing and Standards Board (PELSB) as Principals or Associate Principals, who are employed for more than fourteen (14) hours per week and for more than sixty-seven (67) work days per year, and who devote more than fifty percent (50%) of their time to administrative or supervisory duties in the capacity of a Principal or Associate Principal. As used in this Contract, a "Principal" is any person who is included in the appropriate unit.

#### **Section 2.2 Dues Check-Off.**

The Employer agrees to deduct for membership in the Association, and to forward such dues to the Association, for any individual Principal who has authorized such dues check-off on the following form:

DUES DEDUCTION AUTHORIZATION FORM MOUNDS VIEW PRINCIPALS ASSOCIATION		
NAME _____		
SCHOOL _____		
I hereby request and authorize Independent School District No. 621 to deduct from each regular payroll check the sum of \$_____ in payment of national, state and local dues for membership in the Mounds View Principals Association, and to deposit such amount to the credit of the Mounds View Principals Association. This authorization is revocable by me only upon thirty (30) days written notice to Independent School District No. 621 on authorized forms or upon termination of my employment. I hereby waive all right and claim for said monies so deducted and deposited in accordance with this authorization, and relieve Independent School District No. 621 and all its officers from any liability therefore.		
_____	_____	_____
Date	Employee's Signature	Social Security Number

#### **Section 2.3 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 2.4 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 2.5 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 & WORK YEAR 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 Professional Educator Licensing and Standards Board (PELSB) 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 4.3 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 4.4 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 2021-2022 and 2022-2023 contract years is set forth in Appendix A. If negotiations for a successor contract are 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 Daily Rate of Pay.**

The daily rate of pay is defined as the annual salary divided by 260 days (regardless of the actual number of days in the year) as provided in the basic salary schedule for that school year commencing July 1 through June 30, and shall not include any additional paid assignments.

#### **Section 5.4 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 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 5.5 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 5.6 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.**

The employer will pay the cost of annual membership in one state and one national principal's association for each employee.

The employer will pay the cost of one half of the MVPA membership to attend an approved national or regional conference. In the years that 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.

The employer will pay for the cost of the annual fee from Board of School Administrators.

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 which will include a discussion each spring on the focus and opportunities available for professional development for the following school year.

#### **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.

A Principal who is the primary summer school coordinator without support of a lead teacher summer school coordinator will receive a stipend equal to what the lead summer school lead would have received as agreed upon by MVEA.

#### **Section 5.9 Business Technology Compensation.**

Each Principal shall be provided a sum of six hundred dollars (\$600) for each school year to use for business expenses such as the purchase and maintenance of cell phones, laptop computers, or other

electronic devices. Payment shall be made through payroll on July 15, of each calendar year. Effective January 31, 2021, principals will receive an additional four hundred dollars (\$400) and effective July 1, 2022, the business expense provided will be one thousand five hundred dollars (\$1500).

## **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 the 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). 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.

### **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.

For dependent coverage the Employer will pay on the following schedule for each Principal enrolled in a District medical, hospitalization and major medical insurance plan:

<b>Year</b>	<b>District contribution Co-Pay Plan</b>	<b>District Contribution HDHP</b>
Effective July 1, 2021	\$1,741.43	\$1,517.00

The Employer will pay no more than seventy six percent (76%) of the total premium per month towards the cost of family coverage on the copay plan and no more than eighty percent (80%) of the total premium per month toward the cost of family coverage on the high deductible plan. 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.

### **Section 6.4 Health Reimbursement Plan – VEBA.**

The Employer will contribute annually the amount of seven hundred fifty (\$750.00) for individual coverage and one thousand five hundred (\$1,500) for dependent coverage into a health reimbursement account chosen by the Employer for reimbursement of IRC Section 213(d) medical expenses incurred by themselves and their spouses and dependents. Effective July 1, 2022, the Employer will contribute one thousand (\$1000) for individual coverage and one thousand, seven hundred and fifty (\$1750) for dependent coverage. The employee must be enrolled in the High Deductible Health Plan to be eligible for the contribution. The annual contribution will be made on January 15 each calendar year.

**Section 6.5 Long-term Disability.**

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

**Section 6.6 Tax Sheltered Annuities & Deferred Compensation Plans.**

Upon hire, principals may elect to enroll in a tax deferred 403b plan or a 457 deferred compensation plan through district **approved vendors**. The annual contribution is divided and withheld equally over the pay periods.

**Section 6.7 District Matching Contribution.**

Principals who elect to participate in a tax deferred 403b plan shall be entitled to a matching School District contribution. The School District shall match any such Principal’s annual contribution to either of the plans up to four thousand five hundred dollars (\$4,500).

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

**Section 6.8 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 6.9 Dental Insurance.**

The dental insurance contribution for each full-time principal will be provided equal to that contribution for teachers. Each employee shall contribute through payroll deduction, excess of the monthly premium over the maximum Employer contribution.

**Section 6.10 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: District HRA Contribution.

Principals will have a district contribution of three thousand five hundred (\$3,500) deposited annually in an HRA chosen by the district. Effective July 1, 2022 the district will contribute four thousand (\$4000).

Subd. 3: Limitations. The total amount of the School District contribution to the HRA under subdivision 2 above shall not exceed fifty percent (50%) of the principal’s annual salary as set forth in Minnesota Statutes 465.722.

Subd. 4. Individual HRA Contribution.

The following annual contribution amounts will be deducted from each paycheck through the year and placed into the HRA chosen by the District.

Years of Service	Annual Amount	Per Pay Period Amount
Years 1-7	\$500.00	\$20.84
Years 8-14	\$1,500.00	\$62.50
Years 15 or more	\$2,500.00	\$104.17



## **ARTICLE VII LEAVES AND ABSENCES**

### **Section 7.1 Paid Time Off**

7.1.1. Principals who are assigned to work twelve (12) months will earn forty-five (45) days of paid time off per year.

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

7.1.3. Paid time off accrual will be prorated for principals who do not earn the time by working the entire contract year.

7.1.4. Effective June 30<sup>th</sup> each year the following will occur with available accumulated PTO:

A. Principals will have the value of up to five (5) paid time off days, if available deposited at year end in a Health Reimbursement Arrangement (HRA) chosen by the district. Any PTO days deposited will result in a corresponding reduction in accumulated PTO (Section 6.10 Subd 2).

B. Principals will have the option to buy back up to five (5) days of unused PTO per year. Principal can buy back up to two (2) days of unused PTO on January 31 and up to three (3) day at year end or could buy back up to five (5) days at year end. Days are paid at the Principals daily rate of pay.

C. After PTO has been used in items A and B above, up to twelve (12) days of PTO can carryover from one fiscal year to the next. Any days in excess will be forfeited.

7.1.5. Principals will be paid up to a maximum of thirty (30) days of earned PTO at the time of retirement or resignation. The amount will be deposited into an HRA chosen by the district. 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.

### **Section 7.2 Bereavement Leave**

Upon advance notice and arrangement with the supervisor, up to five (5) days paid leave, non-accumulative, may be used by a Principal for the attendance at or arrangement of the funeral of a Principal's spouse or domestic partner, child, parent, or other dependents. Up to three (3) days may be used by a Principal for attendance at or arrangement of the funeral of a Principal's brother, sister, grandparent, grandchild, brother-in-law or sister-in-law, son-in law, or daughter-in-law and spouse's parent, grandparent. One (1) day of leave, non-accumulative, may be used by a Principal for attendance at or arrangement of the funeral of others not listed above with the approval of the Human Resource Department.

### **Section 7.3 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 7.4 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 7.5 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 7.6 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 7.7 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 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 thirty (30) days prior to the proposed start of the leave. The thirty (30) 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 7.8 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 PROBATIONARY PERIOD**

### **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 1<sup>st</sup> nearest the completion of a full year's service, a probationary Principal may be terminated in the manner prescribed by M.S. 122A.40 or 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.) (see MOU 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 notify the association of vacant position. Principals who are interested in a transfer should contact the Superintendent.

**ARTICLE XI MEET AND CONFER PROCEDURES**

**Section 11.1 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 11.2 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 XII DURATION AND RENEGOTIATION OF CONTRACT**

### **Section 12.1 Term of Contract.**

This Contract shall become effective as of July 1, 2021 and shall continue in full force and effect to and including June 30, 2023 and biannually thereafter, except as modified or terminated in accordance with the provisions of this Article XIII.

### **Section 12.2 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 12.3 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, 2023 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 12.4 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 12.5 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 as follows:

INDEPENDENT SCHOOL DISTRICT NO. 621

MOUNDS VIEW PRINCIPALS ASSOCIATION

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiation Committee Member

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

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Negotiations Committee Member

\_\_\_\_\_  
Date

## APPENDIX A PRINCIPAL'S SALARY SCHEDULE

2021-2022 Principal Salary Schedule						
STEP	Elementary	Middle	High	Elem Assoc	Middle Assoc	Senior Assoc & ALC Principal
1	\$146,180	\$150,312	\$164,226	\$114,592	\$123,563	\$132,772
2	\$147,200	\$151,332	\$165,246	\$115,612	\$124,583	\$133,792
3	\$148,220	\$152,352	\$166,266	\$116,632	\$125,603	\$134,812
4	\$149,240	\$153,372	\$167,286	\$117,652	\$126,623	\$135,832
5	\$150,260	\$154,392	\$168,306	\$118,672	\$127,643	\$136,852
6	\$151,280	\$155,412	\$169,326	\$119,692	\$128,663	\$137,872
7	\$152,300	\$156,432	\$170,346	\$120,712	\$129,683	\$138,892
8	\$153,320	\$157,452	\$171,366	\$121,732	\$130,703	\$139,912

2022-2023 Principal Salary Schedule						
STEP	Elementary	Middle	High	Elem Assoc	Middle Assoc	Senior Assoc & ALC Principal
1	\$149,761	\$153,995	\$168,250	\$117,400	\$126,590	\$136,025
2	\$150,806	\$155,040	\$169,295	\$118,444	\$127,635	\$137,070
3	\$151,851	\$156,085	\$170,340	\$119,489	\$128,680	\$138,115
4	\$152,896	\$157,130	\$171,385	\$120,534	\$129,725	\$139,160
5	\$153,941	\$158,175	\$172,430	\$121,579	\$130,770	\$140,205
6	\$154,986	\$159,220	\$173,474	\$122,624	\$131,815	\$141,250
7	\$156,031	\$160,265	\$174,519	\$123,669	\$132,860	\$142,295
8	\$157,076	\$161,310	\$175,564	\$124,714	\$133,905	\$143,340

**APPENDIX B GRIEVANCE FORM**

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

Grievance Number \_\_\_\_\_  
(Assigned by Employer)

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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 \_\_\_\_\_

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Appeal to Level One – Superintendent: Yes \_\_\_\_\_ No \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Level One Disposition:

Date: \_\_\_\_\_  
Superintendent \_\_\_\_\_

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Appeal to Level Two – Board of Education: Yes \_\_\_\_\_ No \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Level Two Disposition:

Date: \_\_\_\_\_ By \_\_\_\_\_

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We wish to submit this grievance to Arbitration: Yes \_\_\_\_\_ No \_\_\_\_\_

Statement of Dispute:

Remedy Sought:

Date: \_\_\_\_\_ By \_\_\_\_\_



# MEMORANDUM OF UNDERSTANDINGS

## Unrequested Leave

### Section 1. Purpose:

The purpose of this Memorandum of Agreement ("MOA") is to implement the provisions of M.S. 122A.40, Subd. 10. This MOA shall constitute the required plan for unrequested leave of absence ("ULA") because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

### Section 2. Definitions:

Subd. 1. "Principal" shall mean a continuing contract principal or associate principal appropriately licensed.

Subd. 2. "Seniority" shall mean employment under a continuing contract as principal or associate principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to the collective bargaining agreement shall continue to accrue seniority during such leave of absence.

Subd. 3. "Association" or "Unit" shall mean the recognized exclusive representative for principals and associate principals

### Section 3. Establishment of a Seniority List:

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principals bargaining unit.

Subd. 2. The seniority date is defined as the first day of employment as a principal or associate principal in Mounds View Public Schools. Ties in seniority will be broken in the following order: total years of service in Mounds View Public Schools; lowest file folder number with PELSB.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list to discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 6. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

### Section 4. Placement on Unrequested Leave of Absence.

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or associate principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

Subd 2. Principals and associate principals shall be placed on unrequested leave in reverse order of their hiring as stated on the principal seniority list.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unity as a principal or associate principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions requiring a license in the district for which they are licensed and for which they are senior.

Subd. 6. Any challenge by a principal who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subject to the grievance procedure contained in the collective bargaining agreement.

**Section 5. Reinstatement:**

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School District Board shall maintain a recall list. This list shall be updated every October 1st, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principal's right to reinstatement shall terminate if the principal fails to file with the board by April 1 of any year a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be by certified mail to the last known address of the principal as recorded in Human Resources. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within fifteen (15) days of the date of mailing the notification, the principal shall be removed from the recall list. Failure of a notice to reach the principal shall not be the responsibility of the District if the notice has been mailed.

Subd. 5. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this MOU shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under this Contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue until the earliest occurrence of one of the following:

- a. for a period of three (3) years from the date the principal's unrequested leave of absence began or
- b. the principal fails to respond within thirty (30) days of the date of mailing the notification of an available position or
- c. the principal declines reinstatement to an available position or
- d. the principal submits in writing a request to be removed from the recall list.