

**Master Contract between School Board of Independent School District 282
and St. Anthony Village Principals' Association**

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Article I Purpose of Agreement

This Agreement, entered into between the School Board of Independent School District 282 of St. Anthony and New Brighton, Minnesota (hereinafter referred to as the *School Board*) and the St. Anthony Village Principals' Association (hereinafter referred to as the *principals*) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the *PELRA Act*) to provide the terms and conditions of employment for principals during the term of this agreement. All terms used in the Agreement shall have those meanings as defined in the PELRA Act. The School Board, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Minnesota, Federal laws, Rules and Regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect.

Article II Hours and Days of Service

Section 1. Contract Period This contract is for a term of two (2) years commencing July 1, 2010, and ending June 30, 2012.

Section 2. Duty Year The duty year shall consist of the time required to provide the necessary leadership to accomplish the professional tasks of the principalship at the highest level, based upon a predetermined plan and district goals. The contract is defined as a twelve-month contract with thirty (30) days vacation and twelve (12) holidays annually. Vacation days may carry over, but total accrued vacation cannot exceed sixty (60) days.

Section 3. Work Day The normal work day shall consist of the time required to provide the necessary leadership, supervision and tasks as outlined in the principal's position description. It is expected that the principal will be on site during student and staff days as determined by the annual school district calendar and during any emergency, natural or unnatural, unless otherwise excused by the Superintendent.

Section 4. Holidays All principals shall have the following holidays:

| | |
|-----------------------------------|--|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King Day, or another day at the principal's discretion |
| Thanksgiving Day | President's Day |
| Friday following Thanksgiving Day | Good Friday |
| Christmas Eve Day | Memorial Day |
| Christmas Day | |
| New Year's Eve Day | |

Section 5. Summer School Principals may attend summer school classes at a college or university in the Minneapolis-St. Paul metropolitan area upon application to and authorization by the Superintendent. Any individual attending classes under this policy will report to his/her office daily to give attention to duties during the part of the work day that his/her classes are not meeting.

Article III Leaves of Absence

Section 1. Sick Leave Sick leave shall be granted in the amount of 15 days per year for personal illness, or death in the immediate family, accumulative to 200 days subject to the following:

1. The Superintendent may require sick leave to be verified by a physician.
2. Immediate family is defined as father, mother, sister, brother, daughter, son, step children, wife, husband, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

3. The amount of time granted due to a death in a principal's immediate family shall be determined at the discretion of the Superintendent.

Section 2. Maternity or Child Rearing Leave The School Board will grant a maternity or child rearing leave to any principal who makes written application for such leave subject to the following:

Subdivision 1. The Principal shall submit a written application for leave to the School Board at least three (3) months prior to the desired start of the leave.

Subdivision 2. The leave shall begin at a date determined by the Superintendent in consultation with the principal and may be for a mutually agreed upon time, not to exceed 15 months. In determining the beginning date, if there is no mutual agreement, the Superintendent shall take into account individual capacities and characteristics, the ability to perform specific duties of employment, efficiency, personal medical safety, willingness to continue work, and the educational program. The Superintendent may request the principal to furnish a statement from the principal's attending physician to help determine personal medical safety.

Subdivision 3. Prior to the expiration of the leave, the principal shall signify intent to return to duty in writing, the principal shall be reinstated to his/her original position or to a position of like status. In determining the actual date of return to duty, the Superintendent shall consult with the principal in an attempt to determine a mutually agreeable date of return. If there is no mutual agreement, the Superintendent shall establish the date of return after taking into consideration individual characteristics and capabilities, personal medical safety, willingness to return to work, and the educational program. The Superintendent may require that the principal furnish a medical certification indicating fitness for work before establishing the date of return to duty.

Subdivision 4. A principal will be granted one additional year of leave by submitting a written request no later than March 1 of the calendar year prior to the beginning of the school year for which the extended leave is requested. However, a principal requesting an additional school year of maternity leave shall not be allowed to return to duty during the term of that leave. It is the responsibility of the principal to file a letter of intent to return, to the original or a similar position, not later than January 1 of the school year of absence. The School Board is under no obligation to reinstate a principal who does not comply with the above requirements.

Subdivision 5. The continuing contract shall remain in effect and the principal shall retain all seniority and fringe benefits which had accrued prior to taking maternity or child rearing leave of absence.

Subdivision 6. This shall be a leave of absence without pay.

Section 3. Personal Leave Principals may be absent from duty three (3) days during a duty year, if necessary, to conduct personal business without loss in pay. Personal business is defined as a negotiation, transaction, hearing, consultation, marriage of the principal, or an event which is important to the welfare of the principal which can be conducted only during the day.

Personal leave is subject to the approval of the Superintendent. Before taking approved personal leave, the Superintendent shall be notified of the time and length of absence.

Section 4. Sabbatical Leave The purpose of sabbatical leave is to improve education in the district. A sabbatical leave is not to be regarded as an increased vacation, as opportunity for increased financial advantage to the principal, or as due him/her because of length of service. Sabbatical leave is an investment of school district funds designed to increase the effectiveness of the faculty and/or administration. For a leave to be granted it must be properly shown that it is advantageous to the school district. The following criteria apply:

1. To be eligible for sabbatical leave, the principal must have been employed for six full years in Independent School District 282.
2. Not more than one principal may receive sabbatical leave at any one time.
3. The allowance granted to a principal on sabbatical leave shall be determined by the School Board and shall be at least 50% and not exceed 75%, the specific amount to be mutually agreeable between the School Board and the principal involved. The principal shall receive the same fringe benefits that are granted to full-time principals.
4. A principal who is granted a sabbatical leave must pledge to return to Independent School District 282 for three full school years following the termination of leave. If the principal's service is discontinued before the expiration

of the three years for any reason other than his or her incapacity to work, the principal shall pay back to the district the pro-rata amount of the sabbatical allowance.

5. A principal shall receive credit on the salary schedule for a year of sabbatical leave.
6. The applicant must present an outline of objectives including activities and/or courses to be pursued and, if travel is part of the program, an outline of the countries and/or areas to be visited. The plan for fulfilling the objectives outlined should be in sufficient detail so that the Board can appropriately evaluate the request. A calendar covering the projected activities for the year must be included with the request.
7. The Superintendent will evaluate and report to the School Board how the objectives and plans of the applicant may be expected to contribute to the applicant's value to the district.
8. Upon returning from a sabbatical leave and before the end of his/her first quarter back at work, the principal shall present to the Superintendent for transmission to the Board a report of his/her activities while on leave. This report should describe all of the important activities of the principal and wherever possible relate these activities to his or her role. Judgment regarding the benefits obtained from the sabbatical should be included in the report.
9. Applications must be made before January 1 for a sabbatical anticipated to commence in August of that same year.

Section 5. Leaves of Absence Without Pay A leave of absence without pay for up to 12 calendar months may be granted to a principal upon written application and subject to the approval of the School Board for the purpose of furthering a principal's education, campaigning for or running for public office, holding public office (for the term of the office) or for other extenuating circumstances.

1. Upon return from such leave, a principal shall advance on the Salary Schedule in accordance with the provisions of Article IV, Section 1.
2. The individual contract shall remain in effect and the principal shall retain all fringe benefits which had accrued prior to taking the leave of absence without pay.
3. Request for an unpaid leave of absence shall be made in writing no later than one hundred twenty (120) calendar days prior to the commencement of the leave with the exception of requests for extenuating personal circumstances.
4. A leave of absence without pay may be extended for an additional period, not to exceed twelve (12) calendar months, at the sole discretion of the School Board.
5. Principals granted a leave under the provisions of this Article will be allowed to continue their health protection coverage at their own expense for the duration of the leave.

Section 6. Unpaid Extended Leave of Absence

1. The School Board may grant an extended leave of absence without salary to any full-time principal who has been employed by the district for at least five (5) years and meets one of the following requirements:
 - a. Has at least ten (10) years of allowable service as defined in MN Stat (1978) 354.05, Subd. 13, or,
 - b. Has at least ten (10) years of full-time service in MN public elementary, secondary and area vocational-technical schools.
2. The maximum duration of the extended leave of absence shall be established by mutual agreement of the board and the principal and shall be at least three (3) years, but no more than five (5) years.
3. An extended leave of absence may be granted only once.
4. Upon expiration of the extended leave of absence, the principal shall have the right to be reinstated to a position for which the principal is licensed at the beginning of any school year which immediately follows the termination of the extended leave of absence, unless the principal is placed on unrequested leave of absence, or has the principal's contract terminated for cause while the principal is on extended leave.
5. To preserve reinstatement rights the principal must, before February 1 in the school year preceding the school year in which the principal wishes to return, advise the school board of the principal's intention to return.
6. A principal who is reinstated after an extended leave of absence pursuant to this section shall retain seniority and continuing contract rights except that the principal shall have no right of reinstatement to any particular position nor will the year spent on the extended leave of absence be considered in calculating the principal's salary upon his/her return to a position in the district.
7. The school board shall not be obligated to reinstate a principal who has taken a full-time or part-time position as a principal in another Minnesota school district while he/she is on an extended leave of absence pursuant to this article.

8. Principals electing to take an unpaid extended leave of absence may elect to continue to participate in the hospital/medical insurance program established by this agreement. Principals electing to participate shall pay the full monthly premium cost of the coverage for which the principal is eligible and enrolled.

Section 7. Bereavement Leave Upon advance notice and arrangement with the office of the Superintendent, up to five days paid leave, non cumulative, may be used by a principal for the attendance at or arrangement of the funeral of a principal's spouse, child, parent or dependents. Up to three days leave, non cumulative, may be used by a principal for attendance at or arrangement of the funeral of a principals' brother, sister, step children, grandparent, grandchild, spouse's parent, spouse's grandparent, brother-in-law or sister-in-law.

Section 8. Other Leave Any time off that exceeds allocated leave may be deducted from the principal's salary on a pro-rata basis or granted compensatory time. The dates designated as compensatory time shall be approved by the superintendent prior to their use for work for application toward time off from work.

Article IV Compensation

Section 1. Salary Schedule

| | 2010-11 | | | 2011-12 | | |
|-------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | Step 1 | Step 2 | Step 3+ | Step 1 | Step 2 | Step 3+ |
| Elementary Principal | \$93,263 | \$96,916 | \$99,424 | \$93,263 | \$96,916 | \$99,424 |
| Middle School Principal | \$95,269 | \$100,067 | \$103,701 | \$95,269 | \$100,076 | \$103,701 |
| High School Principal | \$100,282 | \$103,236 | \$106,908 | \$100,282 | \$103,236 | \$106,908 |

Section 2. Stipend for Doctorate An additional stipend \$1,000 will be paid for an earned Doctorate Degree.

Section 3. Stipend – Applicable only for 2010-11

A one-time payment in the amount of \$500 will be paid to each principal.

Section 4. Achieving Goals Associated with ATPPS \$1,000 per year shall be paid to principals achieving their goals associated with the Alternative Teacher Pay for Performance System.

Section 5. Schedule of Payments

Subdivision 1. Payments shall be made on the 15th day of the month or the last school day prior to the 15th, and on the last day of the month.

Subdivision 2. Payments of salary shall be at the rate of 1/24 of the salary cited in the Master Agreement per each month of the period covered by the Master Agreement and the individual's contract. The principal's individual contract, depending on the beginning and ending dates of this contract, may coincide with the Master Agreement period or may be different from the Master Agreement period.

Section 6. Additional Days If additional days are assigned, compensation will be at the appropriate pro-rata basis.

Section 7. Professional Dues The annual membership dues for one national (NAESP, NASSP), one state (MESPA, MASSP) professional association and one divisional dues shall be paid by the school district for each principal.

Section 8. Car Allowance

Subdivision 1. Principals shall receive an automobile allowance of \$800 per year for use of a privately owned vehicle to travel in the metropolitan area. This allowance will be paid in two equal installments in June and December of each year.

Subdivision 2. Principals who are required by the school district to use their personal automobile in the performance of assigned duties for travel out of the metropolitan area shall be reimbursed for all such travel in accordance with the school board policies.

Section 9. Professional Development Each full-time principal shall receive an annual budget allocation of \$2,000 for the principal's personal professional development plan. This plan will be agreed upon each year with the Superintendent as part of the principal's personal goal and growth plan. Unused professional development budget funds may be carried over to the next fiscal year's professional development budget, but each principal's total accrued amount for professional development cannot exceed \$4,000.

Section 10. Summer School Principal An additional \$350/week will be paid to principals who assume the principalship of their summer school. There is an 8-week maximum for summer school per principal.

Section 11. Incentive Compensation Starting July 1, 2009, each Principal is eligible for incentive compensation up to two percent (2%) of his/her annual salary upon attainment of mutually agreed upon goals and objectives and evaluations satisfactory to the Superintendent and School Board.

Article V Insurance and Severance

Section 1. Life Insurance A life insurance policy with the addition of double indemnity for accidental death for each employee will be provided by the school district. The amount of life insurance shall be twice the annual salary.

Section 2. Legal Liability Legal liability insurance covering the defense, settlement and supplementary payments resulting from civil suit against the principal as a result of the performance of his/her duties shall be provided. The limit of the policy is \$1,000,000 per occurrence and is \$1,000 deductible.

Section 3. Income Protection Income protection will be provided by the school district. There shall be a waiting period of ninety consecutive calendar days from the start of illness before benefits will begin. Benefits will be 66-2/3% of the principal's gross annual salary with a \$5,000 per month maximum payment.

In the event that a single illness occurs which completely deplete a principal's accumulated sick leave prior to the completion of the 90 day waiting period described above, the school district will pay full salary after depletion of such sick leave accumulation up to the date above described income protection begins.

Section 4. Hospitalization For the life of the contract, a hospitalization plan with surgical, major medical, and clinical coverage will be provided. Hospitalization plan premiums will follow Article X, Section C of the teachers' contract. A principal not taking family coverage will qualify for a district matching contribution of up to \$2,000 toward his/her tax sheltered annuity program, as determined by the employee contribution.

Subdivision 2. Beginning July 1, 2005, the District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:

- a) **Single Coverage:** The School District will make a \$400 annual contribution to the employee's VEBA account
- b) **Dependent Coverage:** The School District will make an \$800 annual contribution to the employee's VEBA account.
- c) **Timing of Deposits:** Deposits to the VEBA accounts will be made on a monthly basis.
- d) **Administrative Costs:** The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Section 5. Dental Insurance A family dental insurance plan will be provided with the school district paying 90% of the cost of single coverage or family coverage, based on the coverage selected by the principal. Any rate increase or decrease occurring during this contract period will be shared equally between the School Board and eligible employee.

Section 6. Tax Sheltered Annuity A principal may participate in tax-deferred annuity programs.

Section 7. Severance

7.1 Benefit Upon voluntarily leaving the district, a principal will qualify for a severance payment up to 50% of his/her unused sick leave balance (such balance not to exceed 120 days) if he/she has served the district for three (3) or more consecutive years. In addition, a principal who voluntarily leaves the district will be paid for all unused vacation days, up to the maximum accrual of 60 days.

7.2 Beneficiary In the event of the death of the principal the severance benefit shall be paid to the beneficiary designated by the principal in accordance with this Article.

7.3 Health/Medical Insurance Upon retirement a principal shall have the option to participate in the group health and hospitalization insurance. For those principals electing to participate, the district will pay according to Article XV, D-1 of the SAVEA contract, up to a maximum of seven (7) years or until reaching Medicare eligibility, whichever occurs first, according to the following formula:

- a. Three years of health insurance will be granted upon retirement.
- b. Two years of health insurance will be granted upon retirement if the principal has accumulated a minimum of 150 unused sick days.
- c. One year of health insurance will be granted upon retirement if the principal has 10 years of service in the district or two years of insurance will be granted if the principal has 15 years of service in the district.

Upon completion of eligibility for district-paid post-retirement health & hospitalization and dental insurance, principals may elect to continue in the health and/or dental insurance program indefinitely by paying the full monthly cost of the health and/or dental insurance program in a manner prescribed by the school district.

Retirees may elect to continue to participate in the group life insurance program for up to 18 months following retirement, at their own expense.

Section 8. Part-time Principals A part-time principal is one who is employed by an individual contract for more than three (3) hours and less than six (6) hours per day. A part-time principal shall receive prorated life insurance benefits as established by Section 1; income protection insurance, as established by Section 3; hospitalization insurance, as established by Section 4; dental insurance as established by Section 5; and car allowance as established by Article IV, Section 5 of this Article.

Participation by an eligible part-time principal in the insurance plans is voluntary. Principals who choose not to participate shall receive no additional compensation. Further, the parties agree that the school district is only obligated to allow part-time principals to participate in the school district insurance programs on a pro-rata basis, and if such principals are ineligible to participate under the terms of any of the existing insurance contracts, the school district shall have no further responsibility.

Article VI

Termination of Employment Due to Discontinuance of Position

Section 1: Seniority Date Principal seniority shall be based upon continuous and unbroken employment with the Employer from the most recent date of service as a principal within the principals' unit including periods on authorized leave of absence. Each employee employed under individual written contract pursuant to M.S. 122a.40 in a position for which a principal's certificate is required by the state of Minnesota will be assigned a principal seniority date" based upon the first day of actual service for the Employer pursuant to such individual contract. Each principal will also be assigned a "district seniority date," which shall be determined according to the same standards applied to the establishment of seniority dates for teachers under the master contract between the Employer and the exclusive representative of teachers. The original seniority dates shall be retained by any principal whose employment has been legally terminated by resignation or termination pursuant to M.S. 122a. 40, but whose employment was subsequently reinstated by the Employer without actual interruption of regular service.

Section 2: Principals' Seniority List For purposes of this article there shall be administrative levels based on areas of principal certification. The employer shall prepare from its records a Principal Seniority List, in order of principal's seniority date, which shall contain the principal's seniority date, name, district employment experience area(s) of certification and district seniority date for each employee. The Employer will post the Principal Seniority List at the District Office on or before November 15 of each year and will provide copies of the list for members of the list. Any principal may challenge the correctness of the information contained in the posted Principal Seniority List by filing a grievance within 15 duty days from the date of the posting.

Section 3: Unrequested Leave of Absence The Employer may place principals on unrequested leave of absence for the reasons authorized by M.S. 122a.40, Subd. 10. The principal lowest on the applicable seniority list with appropriate licensure shall be the first principal placed on unrequested leave of absence. Among principals whose positions on the seniority list is tied, the Employer shall select the principal to be placed on unrequested leave of absence, based upon criteria including, but not limited to, performance, training, experience and skills in special assignments.

Section 4: Bumping Rights Any employee placed on unrequested leave of absence who has a currently valid certificate from the State of Minnesota and is properly licensed may elect to displace any principal who is lower on the Principal Seniority List. Any principal who has no further bumping rights to any principal position may elect to displace any teacher with a more recent district seniority date who is employed in a position for which both are certified by the State of Minnesota. Bumping rights may only be exercised by written notice within 7 duty days from the date of receipt of notice of placement on unrequested leave of absence.

Section 5: Rights under Reassignment Principals who accept reassignment to a non-administrative position shall retain their right to reinstatement to a principal position in the event of vacancy or creation of a new position in the inverse order of reassignment, but only if no principal is then on unrequested leave. The right of reinstatement conferred in this section shall continue for a period of twenty-four months from the date of reassignment or for a period as provided by MN statute, whichever is greater.

Section 6: Realignment Nothing in this Article, for purposes of placement on unrequested leave of absence or recall therefrom, shall require the School District to reassign a senior principal to a different school to accommodate the seniority claim of a junior principal; nor shall it require the School District to assign a senior principal to a substantially different assignment.

Section 7: Termination of Reinstatement Rights Reinstatement rights will cease five years from the date the unrequested leave of absence was commenced. No further rights to reinstatement shall exist unless extended by mutual written consent with each qualified principal.

Article VII Grievance Procedures

Section 1. Grievance Definition A "grievance" is hereby defined to mean a dispute or disagreement as to the interpretation of application of any term or terms of this Agreement.

Section 2. Representation The principal, Principals' Association, 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/her/their behalf.

Section 3. Definitions and Interpretations

Subdivision 1. Time Limits: All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance except in the case where an employee is removed from his/her immediate assignment; e.g., leave of absence, sabbatical leave, or summer vacation in which case due allowance shall be granted for written correspondence if necessary. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved principal or principals shall permit the aggrieved to proceed to the next step.

Subdivision 2. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subdivision 3. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subdivision 4. 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.

Subdivision 5. Filing and Postmark: The filing or service of any notice or document shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Adjustment of a Grievance

Subdivision 1. Level one: The aggrieved shall meet on an informal basis with her or her immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the principal, through the use of reasonable diligence, should have knowledge of the occurrence that gave rise to the grievance.

Subdivision 2. Level two: If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing and served upon the immediate supervisor. Service must be made within fifteen (15) days of the last informal meeting. The immediate supervisor shall meet with the aggrieved within seven (7) days after receipt of the written grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subdivision 3. Level three: This level is applicable only to the associate principal. All others use level four as the next step in the adjustment process. If the grievance is not resolved within fifteen (15) days of the first level two meeting, the grievance may be reduced in writing and served upon the Superintendent. The Superintendent shall meet with the aggrieved within seven (7) days after receipt of the written grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subdivision 4. Level four: If no agreement is reached within fifteen (15) days of the first meeting of the previous level, the aggrieved may serve a proper notification of the unresolved grievance on the Chairman and Clerk of the School Board. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested. The School Board shall meet with the aggrieved within ten (10) days after receiving notice of the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If the parties are unable to reach agreement within ten (10) days after the first level four meeting, either party may request arbitration by serving a written notice described in Section of this Article.

Subdivision 5. School Board Review: The School Board reserves the right to review any decision issued under any level of this procedure provided the School Board or its representative notify the parties of its intention to review within ten 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 5. Arbitration Procedures In the event that the principal and the School Board are unable to resolve the grievance, the grievance may be submitted to arbitration as defined herein:

Subdivision 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 days following the decision in level four of the grievance.

Subdivision 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.

Subdivision 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 PERB to appoint an arbitrator, pursuant to M.S. 197.70, Subd. 4, providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subdivision 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. the issues involved,
2. statement of the facts,
3. position of the grievant,
4. the written documents relating to Section 6 of this Article.

b. The School Board shall make a similar submission of information relating to the grievance within five days after notice of appointment and with a copy to the aggrieved.

Subdivision 5. 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 de novo.

Subdivision 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject however, to the limitation of arbitration decisions as provided in the PELRA.

Subdivision 7. 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.

Subdivision 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances 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, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion of 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operation.

Subdivision 9. No reprisals of any kind will be taken by the School Board or the school administration against any principal because of his/her participation in the grievance procedure.

Article VIII Duration

Section 1. Terms and Reopening Negotiations This Agreement shall remain, unless otherwise stated within this Agreement, in full force and effect for a period commencing on July 1, 2010, through June 30, 2012, and thereafter

until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing July 1, 2012, it shall give written notice of such intent no later than May 1, 2012. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

The contract will be in effect from July 1, 2010 through June 30, 2012.

Section 2. Effect This Agreement constitutes the full and complete Agreement among the School Board 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 terms, 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 the Agreement shall be severable if any provision thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

**Article IX
Agreement Signatures**

In witness whereof, the parties have executed this Agreement as follows:

FOR:
ST. ANTHONY VILLAGE PRINCIPALS'
ASSOCIATION

FOR:
INDEPENDENT SCHOOL DISTRICT 282

Negotiator

Negotiator

Negotiator

Chair

Negotiator

Clerk

Dated this _____ day of _____, 2011.

Dated this ____ day of _____, 2011.

**Master Contract Between
School Board of Independent School District 282
and
St. Anthony Village Principals' Association
with respect to
Terms and Conditions of Employment
for the 2010-11 and 2011-12 School Years**
