

CONTRACT

Between

SPECIAL SCHOOL DISTRICT NO. 1

And the

MINNEAPOLIS PRINCIPALS' FORUM

Effective

July 1, 2005 - June 30, 2007

MINNEAPOLIS PUBLIC SCHOOLS
An Equal Opportunity Employer
Minneapolis, Minnesota

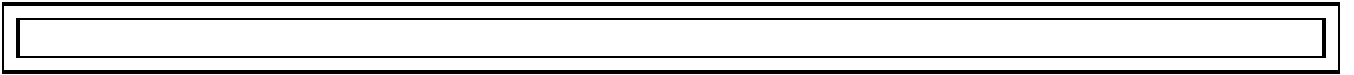


TABLE OF CONTENTS

| | | |
|----------------------|-------------------------------------------------------------------------------|-----------|
| ARTICLE I. | Definition of Agreement..... | 1 |
| ARTICLE II. | Recognition..... | 1 |
| ARTICLE III. | Definitions | 1 |
| ARTICLE IV. | Rights and Obligations of Employees..... | 2 |
| ARTICLE V. | Board of Education’s Rights and Obligations..... | 6 |
| ARTICLE VI. | Publication and Distribution of Agreement..... | 7 |
| ARTICLE VII. | Grievance Procedure..... | 7 |
| ARTICLE VIII. | Salaries..... | 9 |
| ARTICLE IX. | Compensable Leave..... | 9 |
| ARTICLE X. | Group Insurance Benefits, Retiree Insurance, and Other Insurance | 16 |
| ARTICLE XI. | Other Provisions | 23 |
| ARTICLE XII. | Work Year and Vacation..... | 26 |
| ARTICLE XIII. | Complete Agreement..... | 27 |
| ARTICLE XIV. | Severability Clause | 27 |
| ARTICLE XV. | Duration of Agreement | 27 |
| | PRINCIPALS’ SALARY SCHEDULE..... | 29 |
| | BUILDING STIPEND ELIGIBILITY | 30 |
| INDEX | | 32 |

AGREEMENT

ARTICLE I. Definition of Agreement

A. PARTIES: THIS AGREEMENT, entered into between the Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the Board of Education and the Minneapolis Principals' Forum (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the Forum, pursuant to and in compliance with the Public Employment Labor Relations Act.

B. PURPOSE: The purpose of this agreement is to promote orderly and constructive relationships between the Board of Education, the employees of this unit and the Forum.

ARTICLE II. Recognition

A. The Board of Education recognizes the Forum as the certified exclusive representative for the unit, consisting of all employees in the classification of principal, principal on special assignment and assistant principal.

B. The Board of Education agrees that the Forum is the exclusive representative for all personnel defined in section A of this article, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.

C. Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the unit described in Article II, Section A, shall be referred to the Bureau of Mediation Services for determination.

ARTICLE III. Definitions

For the purpose of this agreement, the words defined have the meaning given them.

A. EMPLOYEE: Any person who holds a position in the unit for which the Forum is the certified exclusive representative and who works more than fourteen (14) hours per week and one hundred (100) work days per year.

B. EMPLOYER: The Board of Education of Special School District No. 1, Minneapolis, Minnesota.

C. TERMS AND CONDITIONS OF EMPLOYMENT: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including

fringe benefits except retirement contributions or benefits, and the Board of Education's personnel policies affecting the working conditions of the principals but not educational policies of the school district. The term is subject to the provisions of the Public Employment Labor Relations Act ("PELRA") regarding the rights of public employers and the scope of negotiations.

D. PRINCIPAL: Any principal, assistant principal or principal or assistant principal on special assignment.

E. OTHER TERMS: Terms not defined in this agreement shall have those meanings as defined by the PELRA.

ARTICLE IV. Rights and Obligations of Employees

A. RIGHT TO VIEWS: Nothing contained in this agreement shall be construed to limit, impair or affect the right of any principal or representative of a principal to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this agreement or circumvent the rights of the exclusive representative.

B. RIGHT TO JOIN AND PARTICIPATE: Principals shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Principals choosing to participate in internal affairs of the Forum as officers, stewards, and committee persons shall be free to do so without fear of penalty or reprisal.

C. RIGHT TO EXCLUSIVE REPRESENTATION: Principals in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such principals as provided in the PELRA.

D. REQUEST FOR DUES CHECK OFF: Principals shall have the right to request and be allowed dues check off for the Forum and major principal organizations as approved by the exclusive representative. The Board of Education agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by the Forum from the salaries of all employees authorizing in writing such deductions on forms provided by the Forum. The Forum will indemnify, defend, and hold the Board of Education harmless against any claims made and against any suits instituted against the Board of Education, its officers or employees, by reason of payroll deductions for dues.

E. FAIR SHARE FEE: The Board of Education, upon notification of the Forum, shall check off the requested fair share fee from the earnings of principals in this unit and transmit the same to the exclusive representative. In no instance shall the required contribution exceed a pro rata share of the expenses incurred for services rendered

by the exclusive representative in relationship to the negotiations and administration of the grievance procedure.

F. ADMINISTRATIVE RESPONSIBILITIES AND INSTRUCTIONAL LEADERSHIP: The principal shall have all administrative and instructional leadership responsibilities, under the supervision of the superintendent, and in accordance with the present rules and regulations of the School Board, for the planning, management, operation, and evaluation of the educational program of the attendance area to which the principal is assigned.

Instructional Leader – The principal as chief instructional leader and manager has the authority to discipline any staff member for consistent failure to implement: the District’s instructional program, the standards of effective schools, standards of effective instruction, code of professional ethics that impede the development of a climate of collegial professionalism at the school or program, or fulfill the functions identified in the employee’s job description. The principal may request that the area superintendent administratively transfer the employee or apply discipline, as appropriate.

The Principals' Forum shall make the principal appointments to those committees, exclusive of negotiation teams, which have any representatives who are appointed by other bargaining units.

All formal evaluations of principals shall be done by his/her immediate supervisor.

G. RECOMMENDATIONS FOR APPOINTMENTS: The principal may submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the attendance area.

The Superintendent's Office shall consult with the Principals' Forum representatives in policy changes which affect the working conditions of the principals.

The parties to this Agreement agree to establish a joint committee made up of six (6) representatives, three (3) selected by each side, to investigate, discuss and make recommendations to the parties on principal and assistant principal staffing. The committee's recommendations, if any, shall be made by December 31 of each year. This committee shall have no authority except to investigate, discuss and recommend as described above.

H. OTHER DUTIES: The principal shall perform other duties as may be assigned by the superintendent pursuant to the reasonable rules and regulations of the School Board.

Teacher Transfers (Voluntary). The principal shall interview teachers who are voluntarily seeking a transfer. Within five (5) duty days after the interview, the principal shall notify the Human Resources Department in writing, with a copy to the teacher, of the acceptability or non-acceptability of the teacher so referred. If the transfer is not

acceptable to the principal, he/she must state specific educational reasons for such a decision.

Other Personnel Transfers. The principal shall interview any person seeking a position in the educational program of the attendance area to which that principal is assigned.

I. NO RESTRICTION OR DENIAL ON PRINCIPAL RIGHTS: Nothing contained herein shall be construed to deny or restrict to any principal rights he/she may have under Federal Law or the Statutes of Minnesota (or other applicable laws and regulations). The rights granted to principals hereunder shall be deemed to be in addition to those provided elsewhere. It is expressly agreed by the parties that claims arising under any such law or statute shall not be subject to the grievance procedure (Article XI) of this Agreement. Principals shall have tenure rights pursuant to the Teacher Tenure Act for Cities of the First Class.

J. PRINCIPALS' FORUM USE OF SCHOOL BUILDINGS: The Principals' Forum may use school building facilities for its proper business activities without charge during the regular hours of the custodian upon notification to the Superintendent's Office, provided the use shall not interfere with other scheduled activity in the building specified.

K. USE OF SCHOOL FACILITIES: The Principals' Forum shall have the right to use, for its business, school facilities and equipment. The Principals' Forum shall pay the cost of all materials and supplies incident to their use.

L. PRINCIPALS' FORUM BUSINESS: Duly authorized representatives of the Principals' Forum shall be permitted to transact official Principals' Forum business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.

M. USE OF SCHOOL MAIL SERVICE AND ELECTRONIC COMMUNICATIONS SERVICE: The Principals' Forum may use the district's inter-school mail service, electronic mail and Fax equipment for communications to its members provided distribution of Principals' Forum mail does not require the School Board to expend additional money or allocate additional personnel time to perform such service.

N. PAYROLL DEDUCTION: Upon appropriate authorization from the principal, the School Board shall deduct from the salary of any principal and make appropriate remittance for credit union, savings bonds, United Fund, tax-deferred annuities, or programs jointly approved by the School Board and the Principals' Forum.

O. PAY OPTIONS: Principals will be paid on the twenty-six (26) pay schedule.

P. DUTY-FREE LUNCH PERIOD FOR PRINCIPALS: All principals shall have a duty-free lunch period of at least 30 minutes. Such lunch period may be taken at the most advantageous time to be determined by the principal involved. The principal may leave the building during this lunch period.

Q. STAFF ASSIGNMENTS: Each building principal shall have the right to make a determination regarding each staff member's assignment within the building. Such assignment shall be made in accordance with categorical and general staff allocations, policies, rules and administrative regulations of the school district and any collective bargaining agreements which the School Board has entered into. Staff assignments are subject to the approval of the appropriate Superintendent.

The Forum will be involved in any decisions to change policies, rules or administrative regulations affecting staff assignments.

R. EXTENSION OF SCHOOL YEAR: Should the school year be extended or time made up due to a strike or work stoppage of other employees, principals will receive compensation on a per diem basis for additional assignment beyond their work year, providing the principal's regular work year cannot be adjusted to accommodate the make-up time.

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference's with the operations of the District by the Principals' Forum or by its officers, agents or members during the term of this Agreement including any extensions of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to lock out principals during the term of this contract.

S. WORK DAY: The professional discretion of principals in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with the responsibilities of the principalship.

Should responsibilities of the principalship necessitate attendance at evening activities, the principal may adjust his/her "day time" work schedule as needed

T. LEGAL COUNSEL: If a principal, while in the proper performance of duties as a principal for the School Board, is complained against or sued, the School Board will provide legal counsel and render all necessary assistance including complete indemnification to the principal in his/her defense. It shall be the responsibility of the principal to bring any such complaints to the attention of the School Board in writing.

U. LOSS OF TIME: Time lost by a principal in connection with an incident mentioned in item T of this Article shall not be charged against the principal. Where the Board of Education has not provided legal counsel for the principal, the time lost by the principal in connection with the suit shall not be charged against the principal.

V. LOSS OF FUNDS: Principals will not be held responsible for the loss of any money collected where such loss is not the fault of the principal. Insurance shall be provided to protect principals against loss of funds.

W. PUPIL ASSIGNMENTS: Each building principal shall have the right to make a determination regarding each pupil's assignment within the building. Any such determination shall be made in conformance with School Board policies.

X. VOLUNTARY WAGE DEDUCTIONS: Employees who are covered by this Agreement may enter into voluntary wage deduction plans with the District whereby the District may recover claimed indebtedness running from the employee to the District. Such plan may provide for wage deductions in excess of the amount established by law as subject to garnishment or execution on wages.

ARTICLE V. Board of Education's Rights and Obligations

A. MANAGEMENT RESPONSIBILITIES: It is the obligation of the Board of Education to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

B. INHERENT MANAGERIAL POLICY:

1. The Board of Education's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.
2. The Board of Education has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this agreement.
3. The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the Board of Education in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing conditions, equipment or facilities under the terms of this agreement and the provisions of applicable State and Federal laws.

4. In the event new principal positions are to be proposed by the School Board during the term of this Agreement, the Forum shall be apprised in writing of the contemplated establishment of such positions prior to the announcement of the existence of such positions.

C. MANAGERIAL RIGHTS NOT COVERED BY THIS AGREEMENT: The foregoing enumeration of Board of Education rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the Board of Education.

D. MANAGEMENT OBLIGATIONS: The Board of Education shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

E. CHANGE IN DUTIES: The School Board agrees that during the term of this agreement it will not change the major duties of any classification within the bargaining unit without mutual agreement with the Principals' Forum.

ARTICLE VI. Publication and Distribution of Agreement

Any agreements reached related to terms and conditions of employment as a result of the processes provided for in the PELRA, shall be incorporated in an appropriately designed document, a copy of which shall be distributed by the Board of Education to all principals in the unit, within six (6) weeks of such agreement.

ARTICLE VII. Grievance Procedure

The District and the Forum desire that each employee have a means by which grievances may be given timely, fair and continued consideration until resolved.

A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement and all disciplinary actions. Unless otherwise modified herein, all terms shall be defined as provided in the procedure promulgated by the Bureau of Mediation Services.

A. TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing as outlined in this grievance procedure, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the event giving rise to the grievance occurred. Written notice by the employer or its designee to an employee giving notice of prospective action shall constitute one such event giving rise to a grievance. Failure to file any grievance within such period shall be deemed a

waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

B. ADJUSTMENT OF GRIEVANCE: The employer and the grievant shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Step 1:

The employee will informally discuss the grievance with his/her immediate supervisor.

Step 2:

- a. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the supervisor with a copy to the Employee Relations Department. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) working days after the event giving rise to the grievance.
- b. Within five (5) work days after submission of the written grievance, the supervisor shall answer the grievance in writing with a copy of the answer to the Employee Relations Department. If the written answer is not accepted, the grievant or the grievant's representative may request a meeting to consider the grievance. This meeting shall be scheduled among representatives of the District and the grievant or the grievant's representative within five (5) days of the date of the request for such a meeting.
- c. Within ten (10) work days following the Step 2 meeting, the District shall submit a written reply to the grievant or the grievant's representative. If the District fails to reply in writing, the grievant or the grievant's representative may request arbitration in accordance with Step 3 of this procedure.

Step 3:

If the grievance is not resolved in Step 2, the grievant or the grievant's representative may refer the matter to arbitration. Any request for arbitration shall be in writing and must be received by the other party within ten (10) work days following receipt by the grievant or the grievant's representative of the District's written reply to the grievance.

The District and the grievant or the grievant's representative may select a mutually acceptable arbitrator. If not able to do so, the Forum may request a list of five (5) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The District and the grievant or the grievant's representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The arbitrator shall not have the power to modify in any form whatsoever any provision of this Agreement but shall make a final and binding decision. Fees and expenses of the arbitrator shall be divided equally between the District and the grievant or the grievant's representative.

The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration. In the event the District does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be referred to the next step. The time limitations provided herein may be extended by mutual written Agreement of the District and the grievant or the grievant's representative.

Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a Charge of Discrimination, including, but not limited to, those Charges of Discrimination brought under Title VII, the Americans With Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

ARTICLE VIII. Salaries

Salary schedules found in Appendix A attached hereto and incorporated herein shall be the schedule of salaries for principals.

SALARY PLACEMENT: In instances where an individual principal is agreeable to an initial step placement other than the first step of the salary schedule, such exceptions may be made by mutual agreement between the principal and a representative of the Human Resources Department. The Minneapolis Principals' Forum shall be notified of all such agreements.

ARTICLE IX. Compensable Leave

A. SICK LEAVE FOR PERSONAL ILLNESS AND FOR USE FOR MAJOR ILLNESS OF FAMILY MEMBERS:

1. Sick Leave for Personal Illness.

Sick leave with pay shall be allowed whenever principal's absence is due to personal illness which prevents the principal's attendance at work and the performance of duties on such days, subject to the following provisions:

Any sick leave claim shall be subject to the approval of the Superintendent as to the validity of the circumstances upon which the claim is based. The principal shall, if requested, furnish such certificates and evidence of facts as may be required for verification.

Sick leave with pay shall not be granted for illness or disability while a principal is on vacation or an approved leave of absence except where the principal is receiving worker's compensation or long-term disability payments. In those two cases, principals may use one-third (1/3) of each day of unused sick leave per day.

2. Sick Leave Accrual.

Principals shall earn and accumulate sick leave at the rate of twelve (12) days per year.

Principals shall accumulate the unused portion of current sick leave at full pay without limit.

3. Sick Leave for Family Illness.

Principals may use accumulated sick leave for major illness or injury of principal's mother, father, sister, brother, spouse, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, anyone who has the position of parent or child, or any person who has been a member of the principal's household for five (5) years or more immediately prior to the critical illness or death provided a minimum of fifteen (15) sick leave days are left.

B. CRITICAL ILLNESS OR DEATH IN THE FAMILY: Principals may be granted a leave of absence for up to five (5) days in the event of the critical illness or death of the principal's mother, father, sister, brother, spouse, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, anyone who has the position of parent or child, or any person who has been a member of the principal's household immediately prior to the critical illness or death. The Superintendent may grant an extension of bereavement leave not to exceed two (2) additional days, at his/her discretion, such extension to be deducted from sick leave. Leave of absence for two (2) days may be granted for bereavement because of the death of other close relatives or friends. Such leaves shall be with pay and shall be deducted from the principals' sick leave.

C. COURT CASES: A principal who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the principal is not a party in the case, and provided that the case is not the result of litigation undertaken by the principal or Principal's Forum against the District. Any fees that the principal shall receive for such service shall be paid to the District. In cases where the Board is a party in the litigation, the principal shall be entitled to pay while attending as a witness at the request of the Board. Such leave shall not be subtracted from sick leave.

D. PROFESSIONAL LEAVE: Principals may be excused for professional reasons without loss of pay after written application to and approval by the Superintendent. The purpose of such leave must be for the benefit of the Minneapolis Public Schools and the written request must be submitted not later than one (1) week in advance of the date of the requested leave. The number of principals requesting leaves and the number of days of leave requested shall be considered in granting or denying requests. Such leave shall not be granted for purposes of achieving relicensure or recertification.

E. REQUIRED JURY DUTY: Any principal who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the principal paying to the Board any fees received minus travel allowance, for such jury service. If so requested by the Superintendent, the principal shall request excuse from jury duty.

F. SCHOOL-BASED INJURIES: A principal who is injured in the course of carrying out duties and responsibilities as an employee of the Board, shall be granted leave without loss of pay for a period not to exceed five (5) days. If principals are injured as a result of a student assault while engaged in the performance of the principal's duties, the district shall reimburse the principal for necessary medical, dental, hospital and surgical expenses in excess of those expenses covered by the district insurance and/or workers' compensation.

A reasonable loss of time resulting from an assault on a principal by a student, parent or other individual that occurs while the principal is engaging in the performance of the principal's duties shall not be deducted from unused sick leave, provided the principal has filed district's assault form and/or police report.

The principal shall, if requested, furnish such certificates and evidence of facts as may be required for verification of injury as described in this section.

G. PERSONAL LEAVE: Up to three (3) non-accumulative personal leave days, deducted from sick leave may be used each year. When practicable, the principal shall notify the area superintendent in advance at the earliest opportunity.

Principals may use three (3) days of personal leave per school year for religious observances, which shall not be deducted from personal leave but such days shall be deducted from sick leave.

H. SABBATICAL LEAVE: The Board of Education may grant two sabbatical leaves of absence per year for the purpose of study or research. To be eligible for consideration, an employee must have completed seven (7) full consecutive years of service with this District and agree to return to full-time employment with this District for at least two (2) consecutive years. An employee who is within two (2) years of eligibility for retirement shall not be eligible for sabbatical leave. If this employee's service is discontinued for any reason other than because of incapacity to work or discontinuance of position before the expiration of the two (2) years, the employee shall pay back to the District the prorated part of the sabbatical allowance. Principals who are on sabbatical leave shall earn at fifty percent (50%) of normal vacation rate.

Applications for sabbatical leave of absence shall be made in writing to the Superintendent of Schools by March 15 for all leaves. The Superintendent of Schools shall review all applications for sabbatical leave and make a recommendation to the Board of Education for its consideration.

Employees may receive as a sabbatical leave allowance, at their option, a full year's salary for one-half (1/2) of their normal work year or one-half (1/2) of their regular salary for a leave of absence equal to their normal work year.

I. ADDITIONAL LEAVES: Effective school year 1989-90, one (1) elementary and one (1) secondary principal may apply for a sabbatical leave of one-half year at full pay, based on unused sick leave. Such applications shall be subject to all the terms and conditions of any other leave granted under this section, except that such leaves shall not be included in the limitations contained in Section H. (no seven year requirement). Such leaves shall be granted only if, on the date the sabbatical leave is scheduled to begin, the principal: 1) has unused sick leave equal to the number of duty days of the requested sabbatical leave; and 2) will have a minimum of fifteen (15) sick leave days remaining following the sabbatical leave. This sabbatical leave shall be charged to unused sick leave.

J. RECOGNITION DAY: All principals are eligible for one (1) recognition day - a non-duty day in October.

K. PARENTS LEAVE:

- 1. Purpose and Procedures.** A leave of absence shall be granted to a principal for the purpose of providing full-time care for her/his newborn or newly adopted child or children. Whenever possible, arrangements for such leaves shall be made at least 45 days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of parenting leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.

- 2 Effective Dates of Leave.** Any leave that results from the birth or adoption of a child that is medically necessary as evidenced by a doctor's statement is covered by the sick leave provisions of this agreement. The principal is encouraged to meet with the Superintendent in considering the particular educational need of the students in her/his school in selecting an effective date for beginning and/or return from such leave.

Unpaid leaves granted for maternity, paternity and adoption shall not extend beyond one (1) calendar year except when the expiration date would occur after April 15 in which case the leave may be extended until the first duty day for principals of the next school year, unless an earlier return date is approved by the appropriate superintendent. A principal may return for summer school employment. Failure to return to duty upon termination of leave shall be considered grounds for discharge.

- 3. Interruption of Leave.** Upon five (5) duty days notice of intent to return to duty, a principal may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.

- 4. Use of Sick Leave and Return to Duty.** A principal may use sick leave for maternity or paternity pursuant to the sick leave provisions of the agreement during a period of physical disability. A statement from the principal's personal physician must be submitted to the school physician concerning the medical complications.

The principal shall return to the same position if the position is still in existence. If the position is closed, the principal shall be reassigned in accordance with Article XVI of this agreement. If no position is available for which the principal is licensed, the principal shall be placed on itinerant status until a position is available. Failure to accept assignment in accordance with this section shall be considered grounds for discharge under M.S. 122A.41.

In the case of adoption, a principal may use her/his sick leave for up to 22 duty days prior to the arrival of an adopted child when the adoption procedures include a legal requirement that the adopting parent be present. Such use of duty days need not be used consecutively.

Principals may use up to twenty-two (22) duty days following the arrival of the adopted child.

- 5. Probationary Principals.** For probationary principals, the probationary period shall be extended by a period of time equal to the total number of duty days on leave. A principal who has been approved for tenure by the Minneapolis Board of Education will be considered as having completed the probationary period. A principal who has been officially

notified that his/her contract will not be renewed is no longer eligible for parenting leave benefits. A request for parenting leave shall not be used as a basis for non-renewal of contract.

L SICK LEAVE FOR FITNESS: In an attempt to promote and enhance employee health and wellness, reduce use of sick leave and impact the rising cost of health card, the district will offer principals the opportunities to use sick leave for fitness.

Subd. 1. Definition

- a. Principals who, as of September 1, have ten years of continuous service in Minneapolis Public Schools or accumulated sick leave balance of at least 30 days, may cash in one, two, or three of their sick leave days to cover the cost of wellness-related expenses.
- b. Principals may choose to trade in a minimum of one day (8 hours) and a maximum of three days (24 hours) per year.
- c. The number of sick leave days used to fund reimbursements is based on the employee's daily rate of pay at the time the request is processed.
- d. The sick leave for fitness will extend only for the two (2) year period of this Agreement to be evaluated by the District and the Union. This provision must be renegotiated

Subd. 2. Eligible expenses for Reimbursement

- a. Health club memberships – single, family, and dual – will be reimbursed at their full rate (monthly dues plus tax plus any enrollment fees) provided the principal is included in the membership. Single club memberships must be for the principal.
- b. Behavior modification programs, such as smoking cessation, weight loss or stress management classes/programs, are eligible for 100% reimbursement. "Stop smoking" aids such as nicotine gum/patch are allowable only as part of a structured smoking cessation program, but a doctor's prescription is allowable where not reimbursable by a health plan.
- c. Fitness/exercise programs/personal trainers are 100% reimbursable. Aerobic exercise classes qualify as well as stretching/flexibility/martial arts classes (e.g. Tai Chi, yoga, meditation).
- d. Exercise equipment, new or used, is eligible for 100% reimbursement e.g. Outdoor or stationary bicycle (including trainer), snow shoes and bindings, treadmill, stair stepper, rowing machine, skiing machine, home gym equipment, hockey/ice skates, personal

trainer, skis (including poles mounting and bindings), sales tax on equipment, weights, exercise balls, inline skates, protective gear (helmet, arm guards, etc.)

Equipment must be purchased by the employee for the employee's use. If purchasing a piece of new equipment, a paid sales receipt or charge/credit slip which is signed by the employee must be provided. If purchasing used equipment, the employee must provide a dated bill of sale listing the equipment purchased, the price paid, that the employee was the purchaser, and the seller's name, address, phone number, and signature.

Subd. 3. Expensed NOT eligible

- a. Multiple health club memberships at one time are not allowed. Reimbursement for more than one piece of equipment of similar design/purpose per year is not allowed.
- b. Club memberships of a primarily recreational nature are not eligible. This includes Country Club/Golf Club/Tennis Club memberships.
- c. Accessory items (e.g. book holders, water bottle holders, bike racks, custom bike components) and clothing items (e.g. running shoes) are not reimbursable.
- d. Shipping and delivery fees are not reimbursable.
- e. Entrance fees, court fees, greens fees, lift tickets, license fees, cost of permits, towel fees, tanning fees, locker fees, etc. are excluded.
- f. Running shoes, clothing, child carrier for bicycle, vitamins or supplements, golf clubs, tennis rackets/fees, shipping and delivery fees, entrance or green fees, locker fees, food in conjunction with a weight loss program, massage, accessory items, extended warranties, and hot tubs.

Subd.4 Claim Processing

- a. SLF is a reimbursement program. Employees incur expenses and submit claims to Human Resources Benefit Department. Claims per employee per year cannot exceed the equivalent of three days and cannot be for less than the equivalent of one day.
- b. Claims for reimbursement must be submitted to Employee Benefits by a predetermined date.
- c. In order to qualify for reimbursement, employees must be actively on the payroll at the time the expense was incurred.

- d. Documentation for the activity/equipment is dated, shows the employee as the purchaser, and clearly shows what was purchased. A paid receipt, charge card slip, canceled check, ban statement showing the debit, or health club statement showing the credit, are all allowable. Copies of documentation are acceptable.
- e. According to IRS rulings, when an employee cashes in sick leave, it becomes taxable income. As such, it is subject to state and federal income tax as well as standard Social Security and Medicare tax. Reimbursement checks will be less these taxes, which total over 40%.
- f. Claims must be made for an expense within the payroll year in which it incurred.

Any claim submitted after the last day of the last payroll period of a year will be charged against the next year's allotment of days.

ARTICLE X. Group Insurance Benefits, Retiree Insurance, and Other Insurance

A. Group Insurance Benefits To Eligible Principal: The District agrees to offer group insurance benefits that include health, dental, life and disability coverage.

1. Insurance Eligibility. To be eligible for insurance benefits, the employee must be paid on the principal's salary schedule, of the collective bargaining agreement.

- a. **BASIC ELIGIBILITY.** The employee must have a .5 assignment or work twenty (20) hours per week to qualify.
- b. **LEAVES OF ABSENCE.** Employees on an approved leave of absence may participate.
- c. **PRINCIPALS ON LAYOFF.** Employees who are laid off may continue coverage at the employees' own expense as provided by federal and state continuation coverage laws. Employees who are laid off may not continue disability insurance coverage.

2. Benefit Coverage. The following benefits are available to insurance eligible employees. These benefits are subject to the terms of the contract between the insurance carrier and the District.

a. HEALTH COVERAGE. The employee must enroll to receive health plan coverage. Employees may enroll in employee only or family coverage.

(1) CONTRIBUTION-EMPLOYEE ONLY. Effective September 1, 2005, the District shall pay \$4,473.72 per year for employee only health insurance.

(2) CONTRIBUTION-FAMILY. Effective September 1, 2003, the district shall contribute \$2,050 annually toward the cost of the dependent portion of the family coverage. Effective September 1, 2004, the district shall contribute \$2,200 annually toward the cost of the dependent portion of the family coverage. The employee shall pay the difference between the District contribution and the total cost of the family health plan coverage.

For married employees who are both employed by the Board of Education, one spouse shall be designated by the couple to receive family coverage and the single premium of the other spouse shall be applied toward the family premium of the spouse receiving the family coverage.

Domestic partners employed by the District shall be credited with member only contribution. One partner designated by the partners shall carry dependent coverage and receive the employee only contribution from both members of the bargaining unit.

In no event shall the amounts paid by the Board of Education exceed the total premium for the least costly health insurance plan then in effect.

b. LIFE INSURANCE.

(1) BASIC LIFE INSURANCE. Insurance eligible employees are automatically enrolled for \$100,000 of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.

(2) OPTIONAL LIFE. In addition, any employees covered by this agreement may purchase up to an additional \$100,000 of life insurance in increments of \$10,000 or such increments and under such conditions specified by the carrier by paying their premium as calculated

by the carrier for such additional coverage provided the carrier agrees to underwrite added coverage.

- (3) Upon retirement, employees may elect to purchase life insurance in the amount of \$100,000 and shall pay the premiums for such coverage. Such life insurance shall continue in the amount of \$100,000 to age 65. Thereafter, the amount of life insurance in effect shall be reduced to \$60,000 at age 66, to \$45,000 at age 67, to \$30,000 at age 68, to \$15,000 at age 69, and shall terminate at age 70.

Employees who retired prior to July 1, 1986, may elect to purchase life insurance in the amount of \$50,000 and shall pay the premiums for such coverage. Such life insurance shall continue in the amount of \$50,000 to age 65. Thereafter, the amount of life insurance in effect shall be reduced to \$40,000 at age 66, to \$30,000 at age 67, \$20,000 at age 68, \$10,000 at age 69, and shall terminate at age 70.

It is expressly understood that post-retirement life insurance is a benefit provided for the employee at no cost to the employer. In the event that the employer is unable to secure such insurance through an insurance carrier, such coverage shall terminate with no further obligation by the employer.

- c. DENTAL INSURANCE. Insurance eligible employees are automatically enrolled for District paid single dental plan coverage.
 1. Contribution-Dependant. The District shall contribute \$300/yr in addition to the full cost of employee only coverage toward dependant coverage. The principal shall pay the difference between the District contribution and the total cost of the family dental plan coverage.
- e. DISABILITY INSURANCE. Insurance eligible employees are automatically enrolled for District paid disability insurance. The disability insurance plan replaces two-thirds (2/3) of base salary at the time the disability began after a sixty (60) work day elimination period and upon meeting such other qualifications as may be required by the insurance provider. The disability insurance benefits are coordinated with pension and social security benefits.

An employee receiving payments for long-term disability may receive payment of one-third (1/3) of each day of accumulated sick leave per day while disabled until all accumulated sick leave is exhausted. No additional sick leave may be accumulated by an employee while disabled.

- f. LONG TERM CARE BENEFIT. Eligible principals shall have the option to participate in the plan on a voluntary basis beginning fall, 2000. Any payments to the plan provider will not be made on a before-tax basis, however, principals may choose to have amounts deducted from their after-tax earnings and submitted to the plan provider on their behalf.

3. Enrollment For Insurance Benefits. The employee is automatically enrolled in dental, life and disability insurance. The employee must enroll to be covered by health insurance. Employees may waive all or some insurance coverage by completing a waiver of coverage form.

- a. INITIAL ENROLLMENT. New employees or employees who become insurance eligible must enroll within the first thirty (30) calendar days of becoming insurance eligible.
- b. EFFECTIVE DATE OF COVERAGE. Enrollment forms must be received by the Employee Benefit Office before coverage is effective. Coverage begins the day enrollment forms are received if the employee is actively at work on the effective date of coverage.
- c. LEAVE OF ABSENCE. Employees on paid and unpaid leaves of absence may continue health and life insurance. Employees on paid leaves of absence must pay their portion of premium (if any). Employees on unpaid leaves must pay the full premium cost for coverage. Failure to pay premium when due will cause coverage to lapse. Employees who allow health insurance coverage to lapse while on leave must re-enroll to obtain coverage. An employee who does not re-enroll within thirty (30) calendar days of returning from leave, must wait for the next open enrollment period to enroll.
- d. Employees on leaves of absence for public service or service in elected public offices may continue to participate in insurance programs provided by the District upon payment of the entire premium cost to the Employee Benefits Office.

The President of the Principals' Forum will appoint two (2) members to serve on the district wide Joint Labor Management Committee on Employee Benefits.

4. Before-Tax Benefits.

- a. **INSURANCE DEDUCTIONS.** Premiums deducted from the employee's check to pay for health insurance are automatically taken on a before-tax basis, unless the employee has indicated otherwise in writing to the Employee Benefits Office. The premiums paid by the employee, if any, are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.
- b. **DEPENDENT CARE ASSISTANCE PLAN.** An employee may designate an amount per year from earnings on which there will be no federal income tax withholding for dependent care assistance (as defined in Section 129 of the Internal Revenue Code as amended from time to time.)
- c. **FLEXIBLE SPENDING ACCOUNT (FSA).** An employee may designate an amount per year to be placed into the employee's Flexible Spending Account (as defined in Section 125 of the Internal Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to MTRFA and pension deductions will be based on gross earnings.
- d. **DEFERRED COMPENSATION.** The District will contribute an annual matching amount of up to \$1000 per principal. Effective July 1, 2006, the district will contribute an annual matching amount up to \$1,500 per principal. All contributions made to deferred compensation (employer and employee) are subject to FICA. The District's matching contribution shall be made in March of each year the principal is eligible and elects to participate. Only deductions that employees defer during the match period shall be matched by the District.
 1. **OPTION FOR 457/403b.** The District will make an employee payment to deferred compensation, subject to the provisions in this article. The District payment will be made to the state of Minnesota Deferred Compensation Plan (457) or 403(b) plan offered through eligible product providers.

5. Retiree Insurance.

- a. ELIGIBILITY. The Board of Education shall contribute the same amount towards hospitalization insurance premiums for employees who retire as it contributes toward such coverage for employees on active duty provided the retired employee is at least fifty-five (55) years of age or has completed thirty (30) years of service to this District or has allowable service totaling an amount that entitles the employee to receive an annuity in any two (2) or more of the participating funds and is not able to participate in a program of hospitalization insurance provided by another employer.
- b. RESTRICTIONS. The employer contribution for retiree insurance shall terminate at the end of the month in which the retired employee attains age sixty-five (65) or becomes eligible for coverage under Medicare.

The retiree may continue only the coverage in force at the time of retirement.

The retiree may drop employee only or family coverage at any time. The retiree may not reenroll once the coverage has been discontinued.

This benefit is subject to Minnesota Statutes 179A.20, Subd. 2.a. which requires that this benefit must be incorporated in future labor agreements in order for the benefit to continue.

- c. This provision applies only to principals who were members of this bargaining unit prior to July 1, 1994.

6. Retiree Insurance Reimbursement.

- a. A fund is hereby established for the purpose of reimbursement of retirees for medically related expenses. The District shall contribute \$20,000 per contract year to this fund. To be eligible for the reimbursement the principal must provide satisfactory evidence of medical expenses before the payment is made. The amount of the reimbursement shall be determined by dividing the account balance by the number of applicants for reimbursement. In no case shall the reimbursement exceed the cost of the premium of the high cost employee only medical plan.
- b. ELIGIBILITY.
 - 1. The benefit applies to only those principals ineligible for the retiree health insurance benefit as per Article XIV, Section A.5.

2. The principal retired from Minneapolis Public Schools at age 55 with ten (10) or more years of service credited by the Minneapolis Teachers' Retirement Association, or any age with thirty (30) years of service credited by the Minneapolis Teachers; Retirement Fund Association.
3. The principal retired from a position in the Minneapolis Public Schools and was eligible for insurance benefits. To be eligible for the benefit, the principal must be retired for at least one semester.
4. The principal has applied each year for medical reimbursement. Failure to apply for the reimbursement during the enrollment period may result in the forfeiture of the payment for the year.
5. The principal has submitted the required documentation of expenses not to exceed the amount of the premium cost of the high cost, employee only premium for health insurance premiums or other allowable medically related expenses.
6. The principal has not reached age 65.

7. Liability And Damage To Personal Property.

- a. LIABILITY COVERAGE. The Board of Education agrees to provide general liability, professional and corporal punishment liability coverage for each employee in the amount allowable by statute.
- b. REIMBURSEMENT-PERSONAL PROPERTY. The School Board shall reimburse employees for any loss, damage or destruction of personal property of the employee while in the proper performance of duties as employees, subject to the following limits. Reimbursement for damage to personal property is capped at \$500 for auto damage and \$250 for other property damage with an aggregate cap of \$5,000 for auto damage and \$2,500 for other property damage. Any reimbursement made under this provision is a gratuitous payment and does not indicate that the District has accepted liability for the incident.
- c. PERSONAL INJURY. If an employee is injured while fulfilling the role as an employee, expenses incurred for medical, dental, surgical and hospital care in excess of those covered by hospitalization and/or other insurance will be the responsibility of the School Board.

ARTICLE XI. Other Provisions

A. MILEAGE: The mileage rate for use of personal automobiles for approved school business shall be the prevailing Internal Revenue Service rate.

B. HOLIDAYS: Principals shall be eligible for eleven (11) holidays. These holidays are: New Year's Day, the day designated by the District for observance of Martin Luther King's birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day and the latter on-half of Christmas Eve Day and New Year's Eve Day and one (1) floating holiday to be determined by the principal with approval of supervisor.

C. SEVERANCE PAY PLAN: Employees who are at least fifty-five (55) years of age or who are credited with thirty (30) years of service by the Minneapolis Teachers Retirement Fund or who have allowable service totaling an amount that entitles the employee to receive an annuity in any two or more of the participating funds will be eligible to receive payment for 54.8% of unused sick leave subject to any limitations that may be imposed on such payments by statutes. Effective July 1, 2006, employees meeting these conditions will be eligible to receive payment for 60% of unused sick leave, subject to statutory limitations. In the event a principal dies before a portion of the severance pay has been disbursed, the balance due shall be paid to the beneficiary named for the basic life insurance coverage in Article XIV.

Wellness pay shall be disbursed in a lump sum payment directly to the principal. The principal may elect to have all or part of the payment placed into the principal's account with the State of Minnesota Deferred Compensation Plan, consistent with the requirements of the plan. The balance, if any, will be paid directly to the principal. The principal, not the district, is solely responsible for determining the maximum allowable annual contribution amount to deferred compensation.

Payment shall be made by September 30 of the year of retirement, unless the principal requests that it be paid in January of the following year.

D. REMUNERATION FOR DOCTORATE: Members of the bargaining unit who have earned a doctorate shall each be paid \$1,000 annually in addition to their salary. Qualification is contingent upon presentation of an official transcript verifying conferral of the doctoral degree.

E. RECALL FROM LAYOFF: Principals and assistant principals shall be recalled to service in accordance with state law in the reverse order in which they were discharged, demoted or reassigned. The Board of Education shall notify principals of the availability of a position by certified mail addressed to the principal's last known address.

Within seven (7) working days of the date of postmark of such notice, the principal shall notify the Personnel Department of their intent to accept the offered position or request to be by-passed in accordance with this Section.

A principal who requests to be by-passed for recall shall retain such seniority and tenure rights as though the principal had not been terminated. No extension of time for recall shall be granted.

All rights of recall shall terminate upon the earlier of:

- a. A refusal to accept an offer of a position.
- b. Failure to respond within seven (7) working days to a notice of recall.
- c. Thirty-six (36) calendar months following the first duty day of the school year following discharge.

F. PROFESSIONAL DEVELOPMENT: The parties recognize that professional growth is an inherent continuing obligation of members of a management team. To that end, professional employees shall avail themselves of opportunities for improving their skills. Professional reading, participation in the professional activities of professional organizations, formal and informal study, workshops, in-service training courses, and community activities are examples of the kinds of involvement expected of principals which are encouraged by the Board.

Within the limits stated in this section, funds shall be provided to pay the costs for attendance at national or regional conventions, workshops, clinics or other professional meetings approved by the Superintendent. Meetings which have negotiations as a principal topic shall not be deemed appropriate for purposes of this section. "Costs for attendance" shall mean registration fees, related instructional materials, lodging, food, and travel. Expenses to be reimbursed shall be properly documented upon the appropriate voucher form in accordance with District regulations.

1. Such meetings shall be in areas of relevance to the contractual responsibilities of the individual and subject to the approval of the Superintendent.
2. ALLOWANCE. Effective July 1, 2003, an amount not to exceed \$1250 per year shall be made available for allowable expenses for each member of the bargaining unit.
3. PROFESSIONAL GROWTH ALLOWANCE CARRYOVER. A principal may carry forward from the one contract year to the next, the full individual allowance for that year for professional growth or a part thereof which remains unused. Such carryover amount shall be added to the allowance available for the subsequent contract year, in order to enable

attendance at an approved conference, the cost for which would be in excess of the allowable \$1250 in either year. The following limitations shall apply:

G. PROFESSIONAL ASSOCIATION DUES: Upon presentation of adequate proof to the Finance Department, principals shall be reimbursed the cost of membership dues in local, state and/or national professional associations of principals. Such reimbursement shall not exceed eight hundred dollars (\$800.00) in 2005-2006, and eight hundred fifty dollars (\$850.00) in 2006-2007. In no event shall reimbursement be made for membership dues or assessments of any kind whatsoever associated with any organization that represents principals in collective bargaining activities.

H. PROFESSIONAL ASSOCIATIONS: Principals elected or selected to serve on regional, state or national professional association committees, boards or as officers, shall be granted the necessary and reasonable time to perform the attended duties.

I. LOCAL PROFESSIONAL DEVELOPMENT: Principals shall not be assessed a fee for educational conferences or meetings sponsored by the district which principals are required to attend.

J. NONDISCRIMINATION: The provision of the agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

K. PROBATION: There shall be a three year probationary period for all new appointments to the position of principal and to assistant principal if the person appointed is not a tenured teacher with the District. Probationary principals or assistant principals who have tenure in the district shall serve a two year probationary period, and if they are not confirmed in the promotional position, shall have the right to return to their previous position, or if it does not exist, to a position equivalent to the one held prior to the probationary promotional appointment.

If an assistant principal is promoted to principal before completion of his/her probationary period, all time worked as a principal shall be counted in determining whether he/she has completed his/her assistant principal probation.

L. BUSINESS EXPENSES: Principals shall be reimbursed \$400 per year for business expenses.

M. STIPEND ELIGIBILITY: Item 8: Stipend eligibility is limited to each school year to principals actually assigned to multiple sites or to a high school or K-8 building during the school year with the stipend pro-rated for partial year assignments. Beginning 2006-2007, K-8 principals with multiple sites will receive both the K-8 and multiple site assignments. Stipend amounts are located in Appendix B.

ARTICLE XII. Work Year and Vacation

- A. **BASIC WORK YEAR:** The basic work year shall consist of 225 duty days, 30 days of vacation, and 5 non-duty days. The basic work year shall include summer school.
- B. **DUTY DAYS:** Specific duty and vacation days shall be agreed upon by the principal and the principal's supervisor. Duty days are subject to approval by the Superintendent or her/his designee. Annually, the District shall designate five (5) consecutive non-duty days.
- C. **VACATION:** Principals shall receive thirty (30) vacation days per year. The Superintendent, or her/his designee, in consultation with the Forum, shall designate twenty (20) mandatory vacation days. Principals must take vacation these days unless requested to work, in writing, by the principal's supervisor.
1. **Carry Over:** Under extenuating circumstances, with prior approval, a principal may carry over vacation days to the next contract year.
 2. **Cash Out:** A principal may cash out up to nine (9) days of vacation at the current rate of pay annually.
 3. **Death Benefit:** In the event a principal dies, all accumulated vacation shall be paid to the beneficiary named in this contract's life insurance policy.
 4. **Pre-June 30, 1999 Vacation Balances:** The members in this bargaining unit with any vacation balance as of June 30th 1999, shall have one of the following options:
 - 3 day cashout per year; or
 - Assign it into deferred compensation; or
 - Use the balance in conjunction with current vacation balance; or
 - Assign the balance into severance.
- Annual payment under this section cannot exceed a maximum of three (3) days. For vacation days earned prior to June 30, 1999, the value of days shall be determined by dividing the annual wage by 219 days.
5. **Holidays:** See Article XIII, Section B.

6. **Daily Rate:** The daily rate for this contract shall be the annual wage divided by 240 days.

ARTICLE XIII. Complete Agreement

A. EFFECT: This agreement constitutes the full and complete agreement between the Board of Education and the Forum, representing all employees as set forth in Article II A. 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.

B. FINALITY: Any matters relating to the current contract term, whether or not referred to in this agreement shall not be open for negotiation during the term of this agreement except by mutual agreement.

ARTICLE XIV. Severability Clause

If any provisions of this contract to any member of the employee unit or group of members in the unit shall be found contrary to state or federal law, then this provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions found to be contrary to state or federal law shall be renegotiated by the parties.

ARTICLE XV. Duration of Agreement

This agreement shall be in full force and effect from July 1, 2005, and ending June 30, 2007, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the agreement is served by either party upon the other party sixty (60) days prior to June 30, 2005.

Each principal and assistant principal will be notified by June 1 of that school year of his/her assignment for the following school year.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____ day of _____ 2005.

SPECIAL SCHOOL DISTRICT NO. 1

By _____
Chairperson of the Board of Education

By _____
Chairperson of the Board of Education Negotiating
Committee

MINNEAPOLIS PRINCIPALS' FORUM

By _____
Forum President

By _____
Chief Negotiator

APPENDIX A**PRINCIPALS' SALARY SCHEDULE**
July 1, 2005 – June 30, 2007

| | STEP | EFFECTIVE July 1, 2005 | EFFECTIVE July 1, 2006 |
|---------------------------------------|-------------|-----------------------------------|-----------------------------------|
| Senior High Principal | 1 | 96,699 | 98,633 |
| | 2 | 98,608 | 100,580 |
| | 3 | 100,556 | 102,567 |
| | 4 | 102,542 | 104,593 |
| | 5 | 104,568 | 106,659 |
| | 6 | 107,703 | 110,966 |
| Junior High Principal | 1 | 93,491 | 95,361 |
| | 2 | 95,336 | 97,243 |
| | 3 | 97,217 | 99,162 |
| | 4 | 99,138 | 101,120 |
| | 5 | 101,095 | 103,117 |
| | 6 | 104,125 | 107,279 |
| Elementary Principal | 1 | 91,673 | 93,507 |
| | 2 | 93,482 | 95,352 |
| | 3 | 95,328 | 97,234 |
| | 4 | 97,209 | 99,153 |
| | 5 | 99,128 | 101,111 |
| | 6 | 102,097 | 105,191 |
| Secondary Assistant Principal | 1 | 89,855 | 91,652 |
| | 2 | 91,627 | 93,460 |
| | 3 | 93,436 | 95,305 |
| | 4 | 95,280 | 97,185 |
| | 5 | 97,160 | 99,103 |
| | 6 | 100,070 | 103,102 |
| Elementary Assistant Principal | 1 | 86,326 | 88,053 |
| | 2 | 88,028 | 89,789 |
| | 3 | 89,763 | 91,559 |
| | 4 | 91,535 | 93,366 |
| | 5 | 93,340 | 95,207 |
| | 6 | 96,135 | 99,038 |

**BUILDING STIPEND ELIGIBILITY
2005-2006**

- **Principals responsible for more than one building (more than one actual physical site) are eligible for stipend (\$1,500):**

Armatage/Kenny
Wenonah/Keewaydin
Connect/PM/Broadway

- **High Schools Eligible for Stipend (\$2,000)**

| | |
|-----------|-----------|
| Edison | South |
| Henry | Southwest |
| North | Washburn |
| Roosevelt | |

- **Schools Eligible K-8 Stipend (\$1,750)***

(Principals who are receiving Middle school Junior High or senior high salary are not eligible for K-8 stipend)

| | |
|--------------------------|----------------------|
| Andersen Open | Marcy |
| Anishinabe | Nellie Stone Johnson |
| Barton | Ramsey |
| Cityview | Seward |
| Emerson | Sheridan |
| Green Central | Sullivan |
| Jefferson | Tuttle |
| Jordan Park SOEL | W. Harry Davis |
| Lake Harriet Upper/Lower | Webster |
| Lincoln | Windom Open |
| Lucy Laney/Cleveland | |

**BUILDING STIPEND ELIGIBILITY
2006-2007**

- **Principals responsible for more than one building (more than one actual physical site) are eligible for stipend (\$1,500):**

| | |
|---------------------|--------------------------|
| Armatage/Kenny | Tuttle/Pratt |
| *Wenonah/Keewaydin | Lake Harriet Upper/Lower |
| Connect/PM/Broadway | |

*May be eligible for both multiple building stipend and K-8 stipend in 2006-2007, depending on 06-07 configuration

- **High Schools Eligible for Stipend (\$2,000)**

| | |
|-----------|-----------|
| Edison | South |
| Henry | Southwest |
| North | Washburn |
| Roosevelt | |

- **Schools Eligible K-8 Stipend (\$1,750)**

(Principals who are receiving Junior High or senior high salary are not eligible for K-8 stipend)

| | |
|----------------------|-----------------------|
| Andersen Open | Nellie Stone Johnson |
| Anishinabe | **Olson/Shingle Creek |
| Barton | Ramsey |
| Cityview | Seward |
| Emerson | Sheridan |
| Green Central | Sullivan |
| Jefferson | Tuttle |
| Jordan Park SOEL | W. Harry Davis |
| Lincoln | Webster |
| Lucy Laney/Cleveland | Windom Open |
| Marcy | |

**May be eligible for K-8 stipend, depending on 2006-2007 configuration

INDEX

| | | | |
|------------------------------------------------------------------|----|-------------------------------------------------------|--------|
| Adjustment of Grievance..... | 8 | Leave, Child Care | 13 |
| Administrative Responsibilities and Instructional Leadership ... | 3 | Leave, Court Case | 11 |
| Agreement, Definition..... | 1 | Leave, Critical Illness in the Family | 11 |
| Agreement, Duration of..... | 28 | Leave, Death in the Family | 11 |
| Appointments, Recommendations for | 3 | Leave, Jury Duty..... | 11 |
| Assignments, Pupil..... | 6 | Leave, Personal..... | 12 |
| Assignments, Staff..... | 5 | Leave, Professional..... | 11 |
| Before-Tax Benefits..... | 20 | Leave, Sabbatical..... | 12 |
| Benefits, Before-Tax..... | 20 | Leave, School-Based Injuries..... | 12 |
| Benefits, Insurance..... | 17 | Leave, Sick..... | 10 |
| Board of Education's Rights and Obligations | 6 | Legal Counsel | 5 |
| Building Stipend..... | 31 | Liability To Property..... | 23 |
| Building Stipend..... | 32 | Life Insurance | 18 |
| Business, Union..... | 4 | Loss of Funds..... | 6 |
| Change in Duties | 7 | Loss of Time | 6 |
| Child Care Leave..... | 13 | Lunch Period for Principals, Duty Free | 5 |
| Communication..... | 7 | Management Obligations | 7 |
| Complete Agreement..... | 27 | Managerial Policy | 6 |
| Counsel, Legal..... | 5 | Managerial Rights Not Covered by this Agreement | 7 |
| Court Case Leave | 11 | Management Responsibilities | 6 |
| Critical Illness in the Family Leave..... | 11 | Mileage | 23, 26 |
| Daily Rate | 27 | No Restriction or Denial on Principal Rights..... | 4 |
| Damage to Personal Property | 23 | Nondiscrimination..... | 26 |
| Death in the Family Leave | 11 | Other Duties | 3 |
| Deductions, Payroll | 4 | Other Personnel Transfers..... | 4 |
| Deductions, Voluntary Wage | 6 | Pay Options..... | 5 |
| Deferred Compensation..... | 21 | Payroll Deduction | 4 |
| Definition of Agreement..... | 1 | Personal Leave | 12 |
| Definitions..... | 1 | Personal Property, Damage and Liability | 23 |
| Dental Insurance..... | 19 | Principal Rights, No Restriction or Denial on..... | 4 |
| Dependent Care Assistance Plan | 20 | Principals' Forum Business | 4 |
| Disability Insurance..... | 19 | Principals' Forum Use of School Buildings | 4 |
| Doctorate, Remuneration for..... | 24 | Probation..... | 26 |
| Dues, Professional Association | 25 | Professional Associations..... | 26 |
| Dues, Request for Check Off..... | 2 | Professional Associations Dues | 25 |
| Duration of Agreement..... | 28 | Professional Development | 25 |
| Duties, Change In | 7 | Professional Development, Local | 26 |
| Duties, Other | 3 | Professional Leave | 11 |
| Duty Free Lunch Period for Principals..... | 5 | Pupil Assignments..... | 6 |
| Electronic Communications Service, Use of..... | 4 | Recall From Layoff..... | 24 |
| Employee, Rights and Obligations of..... | 2 | Recommendations for Appointments | 3 |
| Enrollment for Insurance Benefits..... | 19 | Remuneration for Doctorate..... | 24 |
| Extension of School Year..... | 5 | Request for Dues Check Off | 2 |
| Fair Share Fee..... | 2 | Retiree Insurance | 21 |
| Flexible Spending Account (FSA)..... | 21 | Retiree Insurance Reimbursement | 22 |
| Grievance, Adjustment..... | 8 | Right to Exclusive Representation | 2 |
| Grievance, Time Limitation and Waiver | 8 | Right to Join and Participate | 2 |
| Health Coverage | 17 | Right to Views | 2 |
| Holidays | 23 | Rights and Obligations of Employees..... | 2 |
| Instructional Leadership, Administrative Responsibilities and .. | 3 | Sabbatical Leave | 12 |
| Insurance Benefits | 17 | Salary Placement..... | 10 |
| Insurance, Coverage | 17 | Salary Schedule..... | 30 |
| Insurance, Dental..... | 19 | School Based Injuries Leave..... | 12 |
| Insurance, Disability..... | 19 | School Buildings, Use of by Principals' Forum | 4 |
| Insurance, Eligibility | 17 | School Facilities, Use of | 4 |
| Insurance, Enrollment..... | 19 | School Funds, Loss of..... | 6 |
| Insurance, Health Coverage..... | 17 | School Mail Service, Use of..... | 4 |
| Insurance, Life..... | 18 | School Year, Extension of..... | 5 |
| Insurance, Retiree..... | 21 | Severability Clause | 28 |
| Insurance, Retiree Reimbursement..... | 22 | Severance Pay Plan..... | 24 |
| Jury Duty Leave | 11 | Sick Leave..... | 10 |
| Layoff, Recall From | 24 | Staff Assignments | 5 |
| Leave, Additional | 13 | Teacher Transfers (Voluntary)..... | 3 |

| | |
|--------------------------------------------------|---|
| Terms and Conditions of Employment | 1 |
| Time, Loss of | 6 |
| Transfers, Other Personnel | 4 |
| Transfers, Teachers (Voluntary) | 3 |
| Union Business | 4 |
| Use of School Buildings, Principals' Forum | 4 |
| Use of School Facilities | 4 |

| | |
|----------------------------------------------------------|----|
| Use of School Mail Service and Electronic Communications | |
| Service | 4 |
| Voluntary Wage Deductions | 6 |
| Wage Deductions, Voluntary | 6 |
| Work Day | 5 |
| Work year | 26 |