For an explanation or interpretation of the contract call your Association or the Labor Relations and Benefits Department.

## **CONTRACT**

## ESTABLISHING THE

## TERMS AND CONDITIONS OF EMPLOYMENT

by and between

# ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11

and

ANOKA-HENNEPIN
ELEMENTARY AND SECONDARY PRINCIPALS' ASSOCIATION

July 1, 2021 through June 30, 2023

# TABLE OF CONTENTS

ART.	1	PURPOSE	. 1
ART.	2	DEFINITIONS	. 1
ART.	3	RECOGNITION	.1
ART.	4	ASSOCIATION RIGHTS	2
ART.	5	DISTRICT RIGHTS	.3
ART.	6	DUTYYEAR	3
ART.	7	DUTYDAYS	.5
ART.	8	COMPENSATION	.5
ART.	9	GROUP INSURANCE	6
ART.	10	UNPAID LEAVES OF ABSENCE	.7
ART.	11	PAID ABSENCES	9
ART.	12	RETIREMENT1	0
ART.	13	GRIEVANCE PROCEDURE	2
ART.	14	UNREQUESTED LEAVE OF ABSENCE	.3
ART.	15	DURATION	5
APPEN	DIX .	Δ1	7

## ARTICLE 1

## <u>PURPOSE</u>

This Agreement entered into by and between the School Board of Anoka-Hennepin Independent School District No. 11, hereinafter called the District, and the Anoka-Hennepin Elementary and Secondary Principals' Association, hereinafter called the Association, has as its objective the establishment of the terms and conditions of employment for certain management personnel for the period herein established.

#### ARTICLE2

#### **DEFINITIONS**

- 2.1 <u>P.E.L.R.A.</u> of 1971 shall mean the Public Employment Labor Relations Act of 1971, as amended.
- 2.2 <u>Superintendent</u> shall mean the Superintendent of Schools of Independent School District No. 11 or a designated representative.
- 2.3 <u>School Board</u> shall mean the School Board of Independent School District No. 11 or its designated representative.
- 2.4 <u>Principal</u> shall mean management personnel covered by this Agreement.
- 2.5 <u>Association</u> shall mean the Anoka-Hennepin Elementary and Secondary Principals' Association or its designated representative.
- 2.6 Parties shall mean the District and Association.
- 2.7 Other Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

#### ARTICLE 3

#### RECOGNITION

- 3.1 <u>Appropriate Unit.</u> In accordance with the P.E.L.R.A. The District recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services (Case No. 75-PR-417-A):
  - "All employees of Anoka-Hennepin Independent School District No. 11, Anoka, Minnesota, who are certificated by the State Department of Education as Principals or Assistant Principals who are employed for more than 14 hours per week and more than 100 work days per year, and who devote more than 50% of their time to administrative or supervisory duties in the capacity of a Principal or Assistant Principal."

3.2 <u>Job Classifications</u>. Job classifications agreed by the District and the Association to be included within the bargaining unit and covered by this Agreement are:

High School Principal
Middle School Principal
Elementary Principal
Assistant High School Principal
Assistant Middle School Principal
Assistant Elementary School Principal
Anoka-Hennepin Regional/Technical High School Principal
Anoka-Hennepin Regional/Technical High School Assistant Principal
Compass Programs' Principal
Compass Programs' Assistant Principal
Principal/Assistant Principal-Special Assignment

3.3 <u>Bargaining Unit Dispute.</u> In the event of a dispute between the District and the Association as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Mediation Services in accordance with the P.E.L.R.A.

#### ARTICLE4

## ASSOCIATION RIGHTS

- 4.1 <u>Use of Facilities:</u> The Association shall have the right to use District buildings before or after hours for meetings, scheduling such use with the Superintendent, provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Association in accordance with District policy.
- 4.2 <u>Association Representatives</u>: Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to Association business with District personnel on campus at all reasonable times, at the discretion of the Superintendent, provided that this shall not interfere with or interrupt normal operations.
- 4.3 <u>Deduction of Dues:</u> Principals who are full members shall have the right to request and shall be allowed dues check off for the Exclusive Representative Organization. The Employer, upon notification by the Exclusive Representative of such Principals, shall be obligated to check off said fee from the earnings of the Principal and transmit the same to the Exclusive Representative each regular pay period. Any dispute as to the validity of a specific deduction shall be solely between the Association and the individual employee. The Association warrants that it will indemnify and hold harmless the Employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.

- 4.4 <u>Personnel Files:</u> Principals shall have the right to review their individual personnel file in accordance with applicable Minnesota statutes.
- 4.5 <u>Meet and Confer:</u> The Association has the right on an annual basis to request two meet and confer meetings with the School Board.
- 4.6 <u>Notification of Vacant Position:</u> The District shall notify, in writing, the President of the Association, of a position covered by this agreement that becomes vacant. Said notification shall be made no later than 15 days prior to the time of the position being permanently filled.

#### ARTICLES

## **DISTRICT RIGHTS**

- Inherent Managerial Rights: The Association recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, or number of personnel.
- 5.2 <u>Reservation of Managerial Rights:</u> The foregoing enumeration of District rights shall not be deemed to exclude other inherent management rights. Any and all management rights and functions not expressly delegated by this Agreement are reserved to the District.
- 5.3 <u>Laws, Rules, and Regulations:</u> The parties agree to abide by applicable State and Federal Laws, rules established by the State Department of Education, and rules and regulations established by the School Board, provided such rules and regulations are not in conflict with this Agreement.

#### ARTICLE6

## **DUTY YEAR**

- 6.1 The normal duty year for all 12 month principals and assistant principals shall be considered as 260 days subject to the other provisions of this article. The normal duty year for all 10-month assistant principals shall be considered 225 duty days.
- 6.2 Specific Duty Year: The specific duty days during the calendar period July 1 through June 30 shall be established by individual principals and the appropriate Associate Superintendent, subject to the approval of the Superintendent. The Superintendent reserves the right to designate specific calendar days during the period July 1 through June 30 as mandatory duty days. When establishing the ten-month duty day calendar, the Assistant Principal, in collaboration and at the discretion of the building Principal, may designate student contact days as non-duty days.

6.3 <u>Holiday Observance:</u> Eleven (11) days during the period July 1 through June 30 shall be designated as holidays. A holiday shall be defined as a paid day on which a Principal shall not be scheduled to perform job duties and responsibilities. The calendar days on which the eleven (11) holidays are observed shall be established by the School Board. Ten-month assistant principals shall be eligible to receive ten (10) paid holidays. If Rev. Dr. Martin Luther King Jr. Day and Juneteenth are observed as School District holidays for employees, they will become paid holidays.

## 6.4 <u>Vacations:</u>

- All full time principals employed by the District shall earn twenty-five (25) days of annual paid vacation during the contract year prorated on a per pay day basis. This provision is not retroactive.
- 6.42 Ten-month assistant principals shall not be eligible to receive paid vacation days.
- 6.43 <u>Vacation Flexibility:</u> Vacation days not used during the contract year will be accumulated to an unlimited amount. Normally, the maximum vacation taken during any contract year shall not exceed thirty-five (35) days: however, additional earned vacation time (annual vacation plus accumulated unused vacation) may be allowed with the approval of the appropriate Associate Superintendent.
- 6.5 <u>Terminal Vacation:</u> Principals/Assistant Principals who retire their position will receive pay at their daily rate for unused vacation to a maximum of seventy-five (75) days payable to the Anoka-Hennepin Special Pay Plan. Principals/Assistant Principals who resign their position will receive pay at their daily rate for unused vacation to a maximum of fifty-**five** (55) days.

For purposes of unrequested leaves of absence, Principals/Assistant Principals who are no longer included in the bargaining unit will be treated the same as Principals/Assistant Principals who resign their position; Principals/Assistant Principals who remain included in the bargaining unit (twelve-month to ten-month positions) shall retain unused vacation for use when he/she returns to a twelve month position.

Principals/Assistant Principals who are terminated during his/her probationary period shall be treated the same as Principals/Assistant Principals who resign their positions. Principals/Assistant Principals terminated for cause shall not be eligible for unused vacation.

6.6 <u>Management Commitment:</u> The District and the Association concur that the management nature of the duties and responsibilities of Principals covered by this Agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities.

#### ARTICLE 7

#### **DUTY DAYS**

## 7.1 Normal Duty Day:

- 7.11.1 Principals shall normally be on duty during the period established as the teacher's basic duty day at their building of responsibility.
- 7.12 Principals, because of their managerial duties and responsibilities, agree to commit whatever time is necessary to accomplish such managerial duties and responsibilities.

#### **ARTICLE 8**

#### **COMPENSATION**

- 8.1 <u>Salary Schedule:</u> The annual salary of Principals employed by individual continuing contract for the **2021-2023<del>19-21</del>** duty years is established by Appendix A, attached hereto, and shall be considered part of this Agreement.
  - 8.11 <u>Stipend</u>: High School Principals and Middle School Principals of buildings with over 2000 students as of October 1 of the relevant school year shall receive an additional \$2500 stipend. Elementary Principals of buildings with over 900 students as of October 1 of the relevant school year shall receive an additional \$2000 stipend.
  - 8.12 Approval of additional duty days for 10 month Assistant Principals may be granted in advance at the discretion of the Associate Superintendent. The Assistant Principal shall be paid his/her daily rate of pay for each additional day of service.
  - 8.13 <u>Professional Development:</u> Upon proof of payment, the District shall reimburse each principal for annual dues in one state and one national principal's association. Upon proof of payment, the District shall reimburse each principal **the full amount of the**Board of Administration renewal **fee.**
- 8.2 <u>Relationship to Continuing Contract:</u> The Salary Schedules contained in Appendix A shall not be considered part of a principal's individual continuing contract.
- 8.3 <u>Granting of Annual Experience Increment:</u> Principals completing a normal duty year, as defined by Article 6, Sections 6.1 and 6.2, shall be advanced 1 step on the Salary Schedule, subject to the following conditions:
  - Step advancement on the Salary Schedule shall be effective as of July 1.
  - 8.32 Step advancement on the Salary Schedule shall be contingent upon a professional level of performance by a Principal. The School District reserves the right to

withhold the annual step increase for good cause. Notice of intent to withhold the step advancement shall be made in writing prior to January 1. Notice of withholding shall be made in writing prior to April 1. The withholding of an annual step increase may be appealed through the grievance procedure established by Article 13.

- 8.4 <u>Annual Salary</u>: Principals employed by an individual continuing contract will be paid an annual salary in accordance with their position and step placement on the Salary Schedule. Principals employed for a duty year less than that established by Article 6, Section 6.1 and 6.2, shall be paid a pro-rated annual salary.
- 8.5 <u>Daily Rate:</u> For the purposes of calculating daily rate, a Principal's annual salary as set forth in the Appendix A schedule divided by 260 days shall equal the daily rate. Ten month assistant principals shall be divided by 225 days to determine the daily rate.
- 8.6 <u>Original Employment:</u> Principals who are newly employed during the term of this Agreement, shall be placed on an experience step of the Salary Schedule as agreed on by the Principal and the Superintendent, subject to the approval of the School Board.
- 8.7 <u>Mileage:</u> Principals shall be reimbursed at the Board rate for the use of their personal automobile to conduct authorized and approved travel on the behalf of the District.
- 8.8 <u>Leadership and Performance Compensation:</u> Principals shall be eligible to receive up to 10% in Leadership/Performance Compensation and Assistant Principals may receive up to 5% in Leadership/Performance Compensation. Performance payments shall be based on a 50% student performance measurement and a 50% continuous improvement measurement. Specific performance measurements shall be determined by Associate Superintendents and/or their designee in collaboration with the Principal.
- 8.9 <u>Professional Development:</u> Upon recommendation of the Associate Superintendent and at the District's discretion, the District may provide national and/or state conference opportunities for Principals for the purpose of professional development.
  - 8.10 Educational Leadership in the Community Activities: Upon recommendation of the Associate Superintendent, and at the District's discretion, the District may authorize and pay for the membership of Principals serving in educational community leadership activities.
- 8.11 <u>Work Stoppage:</u> Principals, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out School Board policies and directives. A Principal shall be compensated during a strike or work stoppage by other District employees, provided, the Principal reports for duty and performs assigned duties and responsibilities.

#### **ARTICLE 9**

#### **GROUP INSURANCE**

9.1 <u>Carrier Selection:</u> The selection of the insurance carrier or carriers to provide the group insurance programs established by this Article shall remain with the District.

- 9.2 <u>Eligibility:</u> To be eligible for participation and contributions established by this Article a Principal must be employed by an individual continuing contract between the District and the Principal.
- 9.3 For the **2021-2022** contract year, the School District shall contribute \$17,900 toward a flexible benefit account; effective September 1, **2022**, the District contribution shall be **\$18,250**.
  - 9.31 The principals flexible benefit package shall include \$300,000 of life insurance.

## 9.4 General Liability:

- 9.41 The District shall carry a general liability insurance policy as required by Minnesota Statutes.
- 9.42 The District shall carry "errors and omissions" insurance coverage in an amount not less than that in effect at the time of the signing of this Contract.

#### ARTICLE 10

#### **UNPAID LEAVES OF ABSENCE**

- 10.1 <u>Maternity Leave of Absence:</u> A maternity leave of absence shall be granted Principals in accordance with applicable State and Federal Laws.
- 10.2 <u>Military Leave of Absence:</u> An unpaid military leave of absence shall be granted Principals in accordance with applicable State and Federal Laws.
- 10.3 <u>Association Leave of Absence:</u> Principals who are elected or appointed to a full-time position of the Association shall be granted an unpaid leave of absence not to exceed 24 months.
  - 10.31 All benefits earned by a Principal shall be "frozen" as of the date of the beginning of the association leave of absence. Upon return to duty at the expiration of the association leave of absence a Principal's "frozen" benefits shall be reinstated.
  - 10.32 Principals who fail to return to duty at the expiration of an association leave of absence shall waive all right to reemployment.
- 10.4 <u>Paternity or Adoption Leave:</u> A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to seven (7) days sick leave. The leave must commence within the first twelve months of the birth or adoption. Principals may request an unpaid paternity or adoption leave of absence not to exceed 12 weeks. The granting of an unpaid paternity or adoption leave shall be discretionary with the School Board.
- 10.5 <u>Sabbatical Leave:</u> Principals may request a sabbatical leave of absence in accordance with the following conditions:

- 10.51 The granting of a sabbatical leave must have the recommendation of the Superintendent and shall be granted at the sole discretion of the School Board.
- 10.52 A sabbatical leave shall be for professional study only.
- 10.53 The Principal shall have at least 7 years of employment with the District to be eligible to apply.
- 10.54 Requests for such leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after April 1 of the year previous to the year for which the request is made.
- 10.55 Prior to April 1 of the year of an approved sabbatical leave, Principals who have been granted a sabbatical leave shall inform the Superintendent of their professional intentions for the duty year immediately succeeding the year of the sabbatical leave.
- 10.56 The reimbursement for sabbatical leave shall be one-half of the Principal's salary for the year of leave. At the principal's option, an alternate sabbatical reimbursement is three-fourths (3/4) salary the year of the leave and three-fourths (3/4) salary the year following the leave. This reimbursement shall be paid on the condition that the Principal returns to duty during the year immediately following the year of leave. If the Principal does not return to duty the year after the sabbatical leave, the Principal shall be personally obligated to refund all compensation received and insurance contributions made by the District during the sabbatical leave.
- 10.57 Sabbatical leaves may be granted by the School Board for a period of less than 1 year.
- 10.58 The following conditions shall apply to a Principal on sabbatical leave:
  - 10.58.1 Retirement: deductions from salary shall be made for T.R.A. and social security purposes. The T.R.A. deduction shall be made from the total salary, not the one-half sabbatical leave pay. The social security deduction shall be based on actual salary paid.
  - 10.58.2 Sick Leave: One-half of the days normally allowed will be credited for the year of sabbatical leave. These days are added to the days of the Principal's earned sick leave.
  - 10.58.3 Salary Schedule Movement: The sabbatical year counts as a year of service to the District. A Principal on sabbatical leave shall be eligible for an experience increment for the year following the leave.
  - 10.58.4 Insurance Coverage: All voluntary insurance programs shall continue to be provided as established by Article 9.
- 10.6 <u>Educational Growth Leave:</u> Principals may request an unpaid educational growth leave not to exceed 12 months. The granting of an unpaid educational growth leave shall be granted at the sole discretion of the School Board and subject to the following conditions:

- 10.61 The Principal shall have been employed as a principal by the District for at least 2 full duty years.
- 10.62 The Principal shall submit a program of educational growth to the Superintendent and obtain recommendation prior to March 1 of the school year of the requested leave, which will be granted or denied no later than April 1.
- 10.63 The Principal shall inform the Superintendent prior to April 1 of the intention to return to duty the following year or the Principal shall be terminated at the end of the school year.
- 10.64 Educational growth leaves of absence may be extended for an additional 12 months. Application for this extension must be submitted to the Superintendent by March 1 and this request will be granted or denied no later than April 1.
- 10.7 <u>Conditions During a Leave of Absence:</u> Principals granted an unpaid leave of absence as established by Sections 10.1, 10.2, 10.3, 10.4, and 10.6 shall be subject to the following conditions:
  - 10.71 All benefits earned by a Principal shall be "frozen" as of the date of the beginning of a leave of absence. Upon return to duty at the expiration of the leave of absence a benefits shall be reinstated.
  - 10.72 Principals may continue to participate in programs established by Article 9, Section 9.3 by assuming the full cost of the monthly premiums.
  - 10.73 Principals returning from a leave of absence shall be offered an equivalent position to that held at the time the leave was granted.
  - 10.74 Principals who fail to return to duty at the expiration of absence shall waive all right to reemployment.

#### ARTICLE 11

#### **PAID ABSENCES**

- 11.1 <u>Sick Leave:</u> Effective July 1, Principals shall be granted 18 days of sick leave each duty year prorated on a per pay day basis. Principals employed for less than a normal duty year shall be granted days on a pro-rated basis.
  - 11.11 <u>Use of Sick Leave:</u> Earned sick leave may be used because of personal illness or injury, serious illness or injury in the Principal's immediate family, or death in the Principal's immediate family.
  - 11.12 <u>Definition of Immediate Family:</u> Immediate family is defined as the Principal's spouse, child, parent, brother, sister, or in-laws of a similar degree of relationship. Definition of death in the immediate family shall include grandparents and grandchildren.

- 11.13 Accumulation: Unused sick leave shall accumulate to an unlimited amount.
- 11.14 <u>Termination of Employment:</u> Principals who terminate their employment prior to the completion of their normal duty year shall reimburse the District the value for sick leave days used and not earned.
- 11.2 <u>Personal Leave:</u> A maximum of 3 days of earned sick leave (4 days for 10 month Assistant Principals) may be used during each duty year for situations involving the personal business of a Principal which cannot be normally scheduled on a non-duty day.
  - 11.21 Principals requesting personal leave shall notify their Associate Superintendent at least 5 calendar days prior to the intended absence, except in emergency situations.

## 11.3 Jury Duty:

- 11.31 Principals called for jury duty shall be compensated by the District for the difference between the Principal's regular salary and fees received while on jury duty.
- 11.32 Principals may be requested by the Superintendent to seek postponement or exemption from jury duty as provided by Minnesota Statute.
- 11.4 <u>Court Hearings:</u> A Principal subpoenaed by a court as a defendant or a witness as the result of performing management duties and responsibilities shall be compensated for the difference between the Principal's regular daily salary and witness fees for each duty day of absence. This shall not apply to court cases initiated by the Principal or the Association against the School District.
- 11.5 <u>Professional Leave:</u> The Superintendent may assign Principals to visit other schools, attend conferences and workshops, or to other situations having management improvement potential. During such assignments the Principal shall be considered to be in a duty status.
- 11.6 <u>Absences Without Pay:</u> Absences without pay may be granted Principals, requesting such absence in writing, at the discretion of the Superintendent.
- 11.7 <u>Principal's Absence Due to Assault:</u> A principal's absence due to injury as a result of assault by a student or nonstudent while performing school business in a professional manner shall not be charged against the principal's sick leave days.

## ARTICLE 12

#### **RETIREMENT**

All Principals hired on or after July 1, 2001 are not eligible for Section 12.1.

12.1 <u>Severance:</u> Effective July 1, 2017, Principals who notify the district of intended retirement or resignation by February 1<sup>st</sup> of the relevant school year will qualify for a payment of up to 140

unused sick days times the Principal's daily rate of pay and less any District contribution to a matching 403(b) plan as set forth in Section 12.2. 403(b) of this Article.

Principals must have five (5) years active service on a continuous contract in the District, be immediately eligible for a Minnesota State retirement pension, and the total District contribution for an eligible Principal under Section 12.2. 403(b) of this Article has not exceeded \$90,000 (ninety thousand dollars).

- 12.11 The severance payment shall be made as a lump sum payment upon retirement to the District's Special Pay Plan in accordance with Federal rules and regulations. Deductions, such as state and federal income tax, social security, or T.R.A. shall be made only as required by law.
- 12.12 If a retired Principal dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking a beneficiary, to the estate of the deceased.
- 12.13 This section shall not apply to any Principal who is discharged for cause by the School District.
- 12.14 For purposes of this section, active service includes FMLA leaves of absences and excludes all other unpaid leaves of absence.

#### 12.2 <u>403(b)</u>

- 12.21 All Principals who are eligible for insurance as set forth in Article 9 are eligible for this benefit.
- 12.22 The District shall establish a matching contribution of up to \$4,250 (four thousand two hundred fifty dollars) in a 403(b) matching program for all principals. Effective July 1, 2022, the District shall establish a matching contribution of up to \$4,500 (four thousand five hundred dollars) in a 403(b) matching program for all principals.
- 12.23 The maximum individual lifetime matching contribution by the District shall be \$90,000 (ninety thousand dollars).
- 12.3 <u>Health and Dental Insurance</u>: Principals eligible for retirement as established in this Article and enrolled in insurance may elect to continue to participate in the District's Health and Dental insurance program, established by Article 9.
  - The value of accumulated sick leave over 140 sick leave days (90 days for principals hired on or after July 1, 2001) shall be allocated to the Health Care Savings Plan for the individual retiring employees.
- 12.4 Severance and Retirement Health Benefits shall be available only once in a Principal's employment with the District.

#### **GRIEVANCE PROCEDURE**

#### 13.1 <u>Definitions:</u>

- 13.11 Grievance is defined as a disagreement as to the interpretation or application of any term or terms of this Agreement.
- 13.12 Days shall be defined as calendar days
- 13.2 <u>Procedure:</u> Grievances as defined in 13.11 shall be settled in the following manner. The steps set forth must be followed in the order listed within the time limits prescribed.
  - Step 1. The grievance shall be orally presented to the appropriate Associate Superintendent within 20 days after the Principal knew or should have known of the alleged violation. No settlement in Step 1 shall be made in violation of this Agreement. If a settlement is not reached within 5 days after oral presentation to the Associate Superintendent the grievance shall be reduced to writing in a statement of the issues involved. This shall be transmitted to the General Counsel for handling in accordance with Step 2.
  - Step 2. Grievances referred to Step 2 shall be discussed between a representative of the Association, the Principal and representative(s) of the District. This discussion shall take place within 10 days after the grievance has been referred to Step 2. The General Counsel shall issue a disposition of the matter within 10 days of the meeting. If agreement is not reached, the grievant shall, within 5 days after the Step 2 disposition is issued, notify the General Counsel in writing that the grievance is appealed to Step 3.
  - Step 3. The Superintendent and/or designees shall establish a Step 3 meeting with the Association representative and the aggrieved. The Step 3 meeting shall be held within 10 days after the Principal has appealed from Step 2. The time and place for meeting under Step 3 shall be at the discretion of the Superintendent. The Superintendent shall prepare a written disposition of the matter and forward copies to the Grievant and Association representative within 10 days after the Step 3 meeting. If settlement is not reached in Step 3, the Association may request arbitration within ten (10) days of the Step 3 disposition.
  - Arbitration: In cases referred to Step 4, the parties may attempt to agree on an arbitrator. If agreement is not reached within 10 days, either party may request a list of five (5) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The arbitrator shall set the time and place for the Step 4 hearing, determine the method of procedure, and make all necessary rulings. The arbitrator shall have no power to add to, subtract from or modify any of the terms of the Agreement and shall only rule on those cases that apply to the definition of a grievance as described in this Article. The decision of the arbitrator, if within the scope of the arbitrator, shall be binding on both parties within the limitations of the

PELRA. The expense and fees of the arbitrator shall be borne jointly by the District and the Association.

Rules: Any loss of time by a Principal or a representative to attend Step 4 of the grievance procedure shall not be compensated. The number of days indicated at each step of the grievance procedure shall be considered as a maximum. Any time limit may be extended by mutual written consent. The failure of an aggrieved Principal to proceed from one step of the grievance to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the District to communicate a decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step of the grievance procedure. Grievance cases shall be as confidential as possible.

#### ARTICLE 14

#### UNREQUESTED LEAVE OF ABSENCE

14.1 Seniority Date: The seniority dates for new bargaining unit employees under a continuing contract shall be determined based on the following:

New 10-month principals hired prior to August 1 shall have August 1 as their seniority date. New IO-month principals hired on or after August 1 shall have their first duty day as their seniority date.

New 12-month principals shall have their first duty day as their seniority date.

For purposes of this section, "hired" means assigned to a position within the principals' bargaining unit.

14.2 Principals shall be allowed to count only service as a unit member for purposes of placement on unrequested leave of absence from a principal's unit position. Service in other non-units within the District cannot be counted for purposes of bumping another unit member.

New bargaining unit members shall be under a one school year probationary period with no continuing contract rights for a principal bargaining unit assignment.

- 14.3 The following criteria shall be used to break seniority ties in the placement of principals:
  - 1) Initial date of service in the District as a licensed teacher or other licensed professional.
  - 2) Earliest/lowest Professional Educator Licensing and Standards Board (PELSB) File Folder number.
- 14.4 Placement on Unrequested Leave of Absence

Subd. 1. The District may place principals and/or assistant principals on unrequested leave of absence, without pay or fringe benefits at the close of the school year. The District agrees to consult with the Association regarding proposed alternatives to

unrequested leave of absence situations, provided such consultation does not result in delay.

Subd. 2. The District will place the least senior principal within a category on unrequested leave of absence without compensation or benefits. All unit members will be assigned a category. The categories are: high school principal, middle school principal, elementary principal, secondary assistant principal, and elementary assistant principal. Principals may assert a seniority right into a position that is not promotional. Nothing in this language allows a principal to receive a promotion during the unrequested leave process. Principals who are placed on an unrequested leave of absence will be placed into an open teaching position for which they are licensed if oneis available.

Subd. 3. Due to special knowledge, skills, and ability, the following are considered "non-ULA" positions:

Anoka-Hennepin Regional/Technical High School Principal Compass Program Principal Principal on Special Assignment - Student Services

A seniority right may not be asserted into the positions identified in this section. A principal serving in a position identified in this section retains the right to reassignment to another position in the event the position is discontinued by the district.

#### 14.5 Reinstatement

- Subd. 1. Principals will be recalled from an unrequested leave of absence to available positions for which they are licensed. Principals cannot assert a reinstatement right to a promotional position. The principal with the greatest seniority date will be reinstated first.
- Subd. 2. Reinstatement Qualifications: The District and the Association may, by agreement, designate a position as requiring special knowledge, skills and abilities for purposes of reinstatement. For example, experience as an activities director may be required for reinstatement to a secondary assistant principal position that includes responsibility as an activities director.
- Subd. 3. No appointment of a new principal will be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy.
- Subd. 4. Notification will be by certified mail to the principal's last known address and/or to the principal's email address. In the event a principal declines a principal position or fails to notify the District in writing of the principal's intentions within fifteen (15) days of the date of notification, the principal is removed from the recall list. A principal on unrequested leave of absence will provide the District with appropriate contact information annually for purposes of notification in this section.

Subd. 5. The unrequested leave of absence of a principal who is not reinstated shall continue to the first teacher duty day of the third school year following the date the principal's unrequested leave of absence began or until the principal fails to respond within fifteen (15) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

## ARTICLE 15

## **DURATION**

- 15.1 <u>Term of Contract</u>: This Agreement shall remain in full force and effect for a period commencing July 1, **2021** except as specifically provided otherwise in this Agreement, through June 30, **2023** and thereafter until modified or terminated pursuant to the P.E.L.R.A. of 1971 as amended.
- Modification: If either party desires to modify or terminate this Agreement effective on June 30, 2023, it shall give written notice of such intent no later than April 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.
- 15.3 <u>Effect:</u> This Agreement constitutes the full and complete agreement between the District and the Association. The provisions herein supersede and take precedence over any and all prior Agreement, resolutions, practices, District policies, rules or regulations concerning the terms and conditions of employment.
- Negotiations During Term: The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for Principals. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the District and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided, however, that any provision of this Agreement may be amended in writing at any time by mutual consent of the parties.
- 15.5 <u>Finality:</u> It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.
- 15.6 <u>Severability:</u> The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provisions thereof under different circumstances.

Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following representatives of the District and the Association:

FOR:	The Anoka-Hennepin Elementary and Secondary-Principals' Association	FOR:	The Anoka-Hennepin Independent School District No. 11
	Mike Touring		Malci MC/12 Board Member
	Mak Haven		Board Member 20
1		$\overline{}$	J. Eur Su
	mofant		Board Member
/	John Start		account Board Member
	Sylhon		Board Member Wedrelle
	Roge Aron	_	General Counsel
Dated:	this 13 <sup>th</sup> day of <u>December</u> , 2021		

Appendix A

# PRINCIPALS SALARY SCHEDULE JULY I, 2021 - JUNE 30, 2022

Assistant Principals		Principals	Assistant Principals		Principals	Assistant Principals		Principals	
LANE	Biomontary		•Elementary	•Middle School		•Middle School	High School		High School
->				•A-HRTHS		•A-HRTHS			
				•Compass Program		•Compass Program			
				<u> </u>		L		············	
STEP	225	12	12	225	12	12	225	12	12
	days	month	month	days	month	month	days	month	month
2	90,035	104,040	115,068	94,922	109,688	119,112	96,586	111,610	126,950
3	92,922	107,377	120,291	98,715	114,071	124,448	100,479	116,109	132,232
4	95,014	109,794	122,999	100,937	116,638	127,249	102,738	118,720	135,150
5	98,853	114,230	127,968	105,014	121,350	132,390	106,890	123,517	140,508
6	102,252	118,158	132,370	108,626	125,523	136,943	110,566	127,765	145,340
7	107,437	124,149	139,081	114,133	131,887	143,886	116,171	134,243	152,709

<sup>\*</sup>Assistant Principals will receive a one time off-schedule payment of \$2000 in the Spring of 2022

# PRINCIPALS SALARY SCHEDULE JULY I, 2022 - JUNE 30, 2023

Assistant Principals		Principals	Assistant Principals		Principals	Assistant Principals		Principals	
LANE • Elementary		Elementary	•Middle S •A-HRTH •Compass	HS .	•Middle School •A-HRTHS •Compass Program	• High So	chool	• High School	
							1		<u> </u>
STEP	225 days	12 month	12 month	225 days	12 month	12 month	225 days	12 month	12 month
2	90,935	105,080	116,219	95,872	110,785	120,303	97,551	112,726	128,220
3	93,852	108,451	121,494	99,703	115,212	125,692	101,484	117,270	133,554
4	95,964	110,892	124,229	101,946	117,804	128,521	103,766	119,907	136,502
5	99,841	115,372	129,248	106,065	122,564	133,714	107,958	124,752	141,913
6	103,275	119,340	133,694	109,712	126,778	138,312	111,672	129,043	146,793
7	108,511	125,390	140,472	115,274	133,206	145,325	117,333	135,585	154,236

<sup>\*</sup>Principals and Assistant Principals will receive a one time off-schedule payment of \$1000 in the Spring of 2023