

**MASTER AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 110  
WACONIA, MINNESOTA**

**AND**

**WACONIA PRINCIPALS' ASSOCIATION**

**Effective Dates: July 1, 2017 - June 30, 2019**

Ratified by the Waconia Principals' Association 11.30.2017.

Approved by the ISD 110 School Board 12.11.2017.

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## **AGREEMENT**

### **ARTICLE I PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the School District) and the Waconia Principals' Association (hereinafter referred to as the exclusive representative or Association) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for principals during the duration of this Agreement.

### **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes the Waconia Principals' Association as the exclusive representative of principals employed by the School District of Independent School District No. 110, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

Section 2. Representation: The exclusive representative shall represent all the principals of the School District as defined in this Agreement and in P.E.L.R.A.

### **ARTICLE III DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of Minn. Stat. § 179A.06 regarding the rights of public employees and the scope of negotiations.

Section 2. Appropriate Unit: The appropriate unit shall consist of all employees of Independent School District No. 110, Waconia, Minnesota, who are certified by the State Department of Education as principals or assistant principals, who are employed for more than fourteen (14) hours per week or 35% of the normal week, whichever is lesser, and for more than one hundred (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, and excluding all other employees.

Section 3. School Board or School District: Any reference to School Board or School District in this Agreement shall mean the School Board or its designated officials.

Section 4. Other Terms: Terms not defined in this Agreement shall have meanings as

defined by P.E.L.R.A.

Section 5. Definition of Principal: As used herein, the term Principal means Principal, Vice Principal, Associate Principal, Assistant Principal and as defined by Minnesota law.

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The parties recognize that the School 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District. This section shall not be construed to limit the right of the Association to meet and confer with the School District pursuant to P.E.L.R.A., regarding policies and matters not included under terms and conditions of employment.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School District 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.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that employees covered by this Agreement shall perform the services prescribed by the School District and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Education, and by reasonable board rules, regulations, directives, and orders, issued by properly designated officials of the School District. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **ARTICLE V PRINCIPAL AND ASSOCIATION RIGHTS**

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to administration of this contract and the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there is one, nor shall it be construed to require any principal to perform labor or services against his/her will.

Section 2. Right to Join: 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.

Section 3. Personnel Files: All evaluations and files generated within the School District relating to each individual principal shall be available during regular school business hours to each individual principal upon his/her written request to the extent practicable. The principal shall have the right to reproduce any of the contents of the files at the principal's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

Section 4. Other Rights: Nothing contained herein shall be construed to deny or restrict any principal or the School District any rights under P.E.L.R.A. or other applicable laws and regulations.

Section 5. Association Representative: Representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations.

Section 6. Information: The parties agree that the Association shall have access, upon reasonable notice to appropriate any available information necessary for the Association to exercise its responsibilities as exclusive representative.

## **ARTICLE VI DUTY DAYS AND VACATION**

Section 1. Calendar: The School District shall establish the calendar and the principals' duty days for each school year, and the principals shall perform services on such days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Section 2. Duty Year: The length of the duty year for full-time principals shall be:

High School	250 days
Middle School	245 days
Elementary	240 days
HS Assistant	245 days
MS Assistant	245 days

Section 3. Holidays: The duty days specified above shall not include the following holidays, unless such holiday falls on a student attendance day as designated by the School District:

1. New Year's Day
2. Presidents' Day
3. Good Friday
4. Memorial Day
5. Independence Day

6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Day before Christmas Day
10. Christmas Day
11. Day before New Year's Day

The duty year for less than full-time principals shall be negotiated between the Association and the School District.

Section 4. Vacation: Full-time principals shall receive twenty-five (25) days or two hundred (200) hours of vacation annually, which is accredited to the principal on July 1st of each duty year but accrued over the course of the fiscal year. The equivalent of one year's vacation (25 days or 200 hours) may be carried over into the next year's Agreement. Any accredited but unused vacation days beyond those limits shall be lost. A part-time principal shall earn vacation in a prorated amount proportional to his/her employment.

A principal shall be compensated (upon termination of employment) for accredited but unused vacation days, within the limits stated above, in the amount of his/her annual salary divided by the number of duty days, multiplied by each unused vacation day.

Section 5. Emergency Closings: In the event a duty day is lost for any emergency, the principal shall perform duties on such other day in lieu thereof as the School District or its designated representative shall determine.

## ARTICLE VII COMPENSATION

Section 1. Basic Compensation: The base salary\* for full-time principals shall be:

<u>2017-2018</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
High School	\$125,486	\$132,458	\$139,429
Middle School	\$118,667	\$125,260	\$131,852
Elementary	\$116,188	\$122,643	\$129,098
HS Assistant	\$105,088	\$110,926	\$116,764
MS Assistant	\$100,867	\$106,471	\$112,074
 <u>2018-2019</u>	 <u>Step 1</u>	 <u>Step 2</u>	 <u>Step 3</u>
High School	\$128,310	\$135,438	\$142,566
Middle School	\$121,337	\$128,078	\$134,819
Elementary	\$118,803	\$125,403	\$132,003
HS Assistant	\$107,452	\$113,422	\$119,391
MS Assistant	\$103,136	\$108,866	\$114,596

A principal's placement on the basic compensation schedule above will be determined by the School District.



In addition, the following variables will be added to the base salary on an annual basis where applicable:

1. Administrative experience: 0 – 2 yrs. = \$0  
3 – 5 yrs. = \$1,250  
6 – 8 yrs. = \$2,250  
9 – 11 yrs. = \$3,250  
12+ yrs. = \$4,250
2. Education: Specialist Degree = \$500  
Doctorate Degree = \$3,000

The annual salary may be modified, but shall not be reduced, during the term of this Agreement. The salary shall be paid in twenty-four (24) equal installments.

The School District retains the right to negotiate a separate agreement for a new principal hired during the duration of the master agreement between School District 110 and the Waconia Principals' Association, up to the maximum base salary established in Section 1 of this Article.

## **ARTICLE VIII GROUP INSURANCE**

Section 1. Health, Hospitalization and Dental: The School District shall contribute monthly amounts, not to exceed the amounts listed below, towards the monthly premium costs for the current health/hospitalization and dental plans for each full-time principal who qualifies for and is enrolled in the district's health/hospitalization and dental plans. Any premium costs not contributed by the School District shall be paid by the principal via payroll deduction.

<u>Health/Hospitalization Plan</u>	<u>Maximum Monthly Contribution for 2017-18 &amp; 2018-19</u>	
Single	\$ 662.45	\$ 681.23
Single+1	\$1,459.00	\$1,534.00
Family	\$1,772.00	\$1,872.00

<u>Dental Plan</u>	<u>Maximum Monthly Contribution for 2017-18 &amp; 2018-19</u>
Single	\$ 35.00
Single+1	\$ 71.00
Family	\$ 129.00

Any School District contribution amounts not used towards a principal's monthly premium costs for the current health/hospitalization or dental plans remain with the School District.

A part-time principal shall receive district contributions towards health/hospitalization and dental insurance in prorated amounts proportional to his/her employment.

Section 2. Long-Term Disability Insurance: The School District shall provide, at School District expense, long-term disability coverage for full-time and part-time principals in the School District's group plan.

Section 3. Term Life Insurance: The School District shall provide a \$190,000 group term life insurance policy for full-time principals. A part-time principal shall receive a term life policy in a prorated amount proportional to his/her employment.

Section 4. Claims Against the School District: The parties agree that any descriptions of insurance benefits contained in this Article are intended to be informational only and the eligibility of any principal for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A principal is eligible for district contribution as provided in this Article as long as he/she is employed by Independent School District No. 110. Upon termination of employment, all district participation and contribution shall cease, effective on the last day of the final period.

## **ARTICLE IX LEAVES OF ABSENCE**

Section 1. Federal Family and Medical Leave Act: All family and medical leaves are subject to the provisions of the Family and Medical Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this Act are applicable to all principals covered by this Agreement.

### Section 2. Sick Leave:

Subd. 1. All full-time principals shall earn sick leave at the rate of one-hundred-forty-four (144) hours (18 days) each year of service to the School District. A part-time principal shall earn sick leave in an amount proportional to his/her employment. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year.

Subd. 2. Unused sick leave may accumulate to nine-hundred-sixty (960) hours (120 days) of sick leave per principal.

Subd. 3. Sick leave pay shall be allowed by the School District whenever a principal's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days or as otherwise allowed under the provisions of this section.

Subd. 4. After five (5) consecutive days of sick leave, the School District may require that principal to furnish a medical certificate from a qualified physician as

evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the principal will be so advised at the time the illness is reported.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Subd. 6. Sick leave may also be used for serious illness involving the principal's spouse, child, parent or guardian, sister, brother, mother or father-in-law, grandparents and grandchildren. The specific amount of leave allowed under this Section shall be within the discretion of the superintendent, who shall be guided in his/her determination by what is reasonable under the particular circumstances involved.

Subd. 7. Each principal will be notified at the beginning of each school year as to his/her accumulated number of sick leave days.

Subd. 8. When a principal is injured on the job in the service of the School District and collecting Worker's Compensation insurance as well as drawing on sick leave and receiving full salary from the School District, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Subd. 9. A principal in the School District shall be permitted to utilize the annual accrual, in advance of accrual, if he/she has performed his/her duties for at least forty (40) working hours. In the event that such sick days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that a principal who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advanced beyond his/her earned accrual.

### Section 3. Emergency Leave:

Subd. 1. A principal may be granted a leave with pay at the discretion of the superintendent for situations that arise requiring the principal's emergency attention, which cannot be attended to when school is not in session and are not covered under other policies.

Subd. 2. Court appearances and estate settlements are examples of situations where this leave may be granted in the discretion of the superintendent.

Subd. 3. Requests for emergency leave must be made to the superintendent. The request shall state the reason for the leave. The superintendent reserves the right to refuse to grant such leave if, under the circumstances involved, the superintendent determines that such leave should not be granted.

Subd. 4. All leave time granted under this Section with pay will be deducted from

the principal's sick leave.

Section 4. Bereavement Leave:

Subd. 1. A principal may be granted bereavement leave because of a death in his/her immediate family, the specific amount of time to be subject to the discretion of the superintendent considering the circumstances surrounding the death.

Subd. 2. For purposes of this Section, the immediate family means the employee's spouse, child, parent or guardian, sister, brother, mother or father-in-law, grandparents and grandchildren.

Subd. 3. In the case of a death of a very close friend, bereavement leave may be granted to a principal at the discretion of the superintendent.

Subd. 4. All leave time granted under this Section with pay will be deducted from the principal's sick leave.

Section 5. Child Care Leave:

Subd. 1. A child care leave shall be granted by the School District subject to the provisions of this Section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the principal for an extended period of time.

Subd. 2. A principal making application for child care leave shall inform the superintendent in writing of the principal's intention to take the leave at least ninety (90) calendar days before commencement of the intended leave. A principal will also provide at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 3. If the reason for the child care leave is occasioned by adoption or pregnancy, a principal may elect to:

- (a) Request up to 6 calendar weeks of accumulated sick leave,
- (b) Request up to 12 months leave of absence without pay,
- (c) Request up to a combination of (a) and (b) not to exceed 12 months.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration; or

2. Permit the principal to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 6. A principal returning from child care leave shall be reemployed in any position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the principal to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the principal have mutually agreed to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for principals/teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a principal's performance.

Subd. 9. A principal who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The principal shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. A principal on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the principal wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the district pursuant to this Section. If a leave is granted pursuant to the FMLA, the School District will continue to provide health insurance benefits as required by law.

Subd. 11. Leave under this Section shall be without pay or fringe benefits.

#### Section 6. Medical Leave:

Subd. 1. A continuing contract principal who is unable to perform his/her duties because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one year. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2. A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Subd. 3. A principal who fails to comply with the provisions of this Section, or

who fails to seek a medical leave as provided in this Section, shall be terminated by the School District. If a principal is not granted a medical leave of absence or a renewal of a medical leave of absence, in the discretion of the School District, such principal's employment will be terminated.

Section 7. Military Leave: Military leave shall be granted to a principal pursuant to applicable law.

Section 8. Insurance Application: A principal on leave under Sections 5 or 6 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 9. Experience Credit: A principal on leave under Sections 5 or 6 of this Article shall retain such amounts of experience credit for accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that a principal is on leave under this Section.

Section 10. Seniority: For purposes of seniority standing, a principal on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

## **ARTICLE X**

### **SENIORITY DATE AND UNREQUESTED LEAVE OF ABSENCE**

Section 1. Seniority Date: Principals shall have their first duty day as a unit member in the Waconia Principals' Association as their seniority date. Service in other units within the School District shall not be counted for purposes of placement on unrequested leave of absence from a principal's unit position.

Section 2. Seniority Ties: The following criteria shall be used in order to break seniority ties in the placement of principals on unrequested leave of absence: 1) initial date of service in the School District as a licensed teacher or other licensed professional; 2) earliest/lowest Minnesota Department of Education File Folder number.

Section 3. Discontinuance of Position: In the event that a principal must be placed on unrequested leave of absence based upon discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, the remaining provisions of Minn. Stat. § 122A.40, subd. 11 shall apply.

## **ARTICLE XI MEET AND CONFER**

Section 1. Meet and Confer: The School District will meet and confer with the Association pursuant to P.E.L.R.A.

## **ARTICLE XII RETIREMENT BENEFIT PLAN**

Section 1. Health Reimbursement Account (HRA): The School District will contribute to an individual Health Reimbursement Account (HRA) for principals in accordance with the table below. This contribution will begin with the 2008-2009 Agreement and shall go forward with a principal's continued employment. This contribution will not be made retroactively for a principal's prior years of service.

During years of service as principal or director in District 110:

Years 0 – 3	\$0 Contribution
Years 4 – 6	\$3,000/year
Years 7 – 10	\$4,500/year
Years 11 – 19	\$5,800/year
Years 20+	\$6,500/year

The School District retains the right to grant service credit for years worked as a principal or director in another school district for the purposes of this section.

Subd. 1. Maximum Contribution: The District contribution to a principal's individual HRA will have a career cap of \$70,000.

Section 2. Tax Sheltered Annuities: Principals will be eligible to participate in a School District approved tax sheltered annuity plan established pursuant to Section 403(b) of the IRS code and Minn. Stat. § 123B.02, subd. 15.

Subd. 1. District Contribution: The School District shall contribute an annual sum of \$3,500 to a principal when the contribution is matched by a principal and used for tax shelter annuities (retirement investments).

## **ARTICLE XIII MISCELLANEOUS**

Section 1. Retirement:

Subd. 1. All continuing contract rights end at retirement.

Section 2. Copies of Agreement: Copies of this Agreement shall be printed at the expense of the School District as soon as practicable after the Agreement is signed and presented

to each principal in the system and to each new principal.

Section 3. Grievances: Grievances concerning this Agreement shall be governed by Attachment A.

Section 4. Negotiations: Neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or without the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the School Board and by a majority of the membership of the Association.

Section 5. Personal Legal Services: The School District will provide up to 50% of the personal legal services, of the principal's choice, for expenses incurred by any principal in the performance of designated duties. This is an addition to the School District's or organization's legal insurance services.

Section 6. Dues: Each principal is encouraged to belong to appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted, by the superintendent. A principal shall present appropriate statements for approval as provided by law.

Section 7. Professional Development: The School District recognizes the importance of encouraging each principal to attend or participate in educational conferences or meetings as a necessary part of professional growth. Principals are encouraged to attend appropriate professional meetings at the local, state and national level, with the expenses of such attendance to be paid by the School District. Once every two years, each Principal will be permitted to attend a national professional educational conference or fellowship experience to further his/her development (expenses shall not exceed \$2,500). The conference or fellowship will be identified by the principal and the superintendent in the principal's targeted performance goal. The principal shall file an itemized expense statement with the Business Office of the School District to be processed as provided by law. The principal shall from time to time advise and report to the superintendent on meetings and conferences he/she will be attending or has attended.

Section 8. Mileage Allowance: Mileage reimbursement will be established by the School District on a district wide basis.

## **ARTICLE XIV DURATION**

Section 1. Term and Reopening of Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than February 14, 2019. Unless otherwise mutually agreed, the parties shall commence negotiations at least one-hundred-twenty (120) days prior to the expiration of this Agreement.



Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the principals of the district.

The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Unless otherwise mutually agreed by the parties, 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.


Section 4. Severability: If any provision of this Agreement or the application of any such provision is found to be contrary to law, that provision shall be severable and it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For:

WACONIA PRINCIPALS' ASSOCIATION  
Waconia, Minnesota 55387

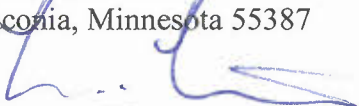
  
\_\_\_\_\_  
President/Chief Principal Negotiator


  
\_\_\_\_\_  
Secretary

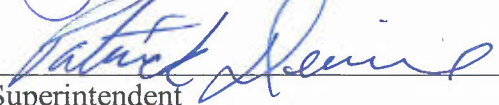
Dated this 4<sup>th</sup> day of December 2017.

For:

INDEPENDENT SCHOOL DISTRICT 110  
512 Industrial Blvd.  
Waconia, Minnesota 55387

  
\_\_\_\_\_  
School Board Chair

  
\_\_\_\_\_  
Clerk of the School Board

  
\_\_\_\_\_  
Superintendent

Dated this 11 day of December 2017.

## **ATTACHMENT A GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date of the event giving rise to the grievance occurred or fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustment of Grievance: The parties 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.

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance provided the School District or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School District reviews a grievance under this Section, the School District reserves the right to affirm, reverse or modify such decision and at the option of the School District, a committee or representative(s) of the district may be designated by the School District to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the School District the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School District if the district reviewed a decision pursuant to Section 6 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Minnesota Bureau of Mediation Services to appoint an arbitrator, pursuant to Minn. Stat. § 179A.20, subd. 4, providing such request is made within twenty (20) days after request for arbitration.

The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner of the Minnesota Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:

- (1) The issues involved;
- (2) Statement of the facts;
- (3) Position of the grievant; and
- (4) The written documents relating to Section 5 of the grievance procedure.

b) The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments, relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written

Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public schools to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form: Grievance must be filed on the form provided in this Section. Forms shall be supplied by the School District.

**ATTACHMENT B  
GRIEVANCE REPORT FORM**

Independent School District No. 110

Grievance No. \_\_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Union Representative

Copies To:    Superintendent  
                  Director of Human Resources  
                  Exclusive Representative