

Master Agreement

between

Independent School District No. 2397
Le Sueur - Henderson Public Schools
Le Sueur, Minnesota

and the

Le Sueur - Henderson Principals' Association



July 1, 2023 through June 30, 2025

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ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 2397, Le Sueur, Minnesota, hereinafter referred to as the District or School District, and the Le Sueur - Henderson Principals' Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals for the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes Le Sueur Henderson Principals' Association as the exclusive representative of principals employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all principals of the School District as defined in this Agreement and in PELRA.

ARTICLE III DEFINITIONS

Section 1. 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 other than School District payment of, or contributions to, premiums for group insurance coverage of retired principals or severance pay, and the School District's personnel policies affecting the working conditions of the principals. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Principal: The word, "principal," shall include all persons in the appropriate unit employed by the School Board in a position for which the persons must be licensed by the State of Minnesota as a principal or assistant principal and who devote more than fifty percent (50%) of their time to administrative and supervisory duties, excluding the following: Superintendent, assistant superintendent, confidential employees, supervisory employees, and such other employees excluded by law. Reference to "principal" in this Agreement shall mean principals, assistant principals, assistant principal/director of curriculum, except in those cases in which a clear distinction between the two positions exists.

Section 3. District or School District: For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

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

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all principals shall perform the services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Agreement, and all managerial rights and managerial functions not specifically included in this Agreement are reserved to the School District.

ARTICLE V PRINCIPAL RIGHTS

Section 1. Right to Views: Pursuant to PELRA, 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 regarding any matter related to 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.

Section 2. Right to Join: Pursuant to PELRA, 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 in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such principals.

Section 3. Request for Dues Checkoff: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the School District Business Manager a properly executed authorization card of the principal involved, the School District will deduct from the principal's paycheck the dues that the principal has agreed to pay to the principal organization in ten (10) equal installments, beginning with the first pay period in September.

Section 4. Fair Share Fee: In accordance with PELRA, any principal included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any principal shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment and the name of each principal to be assessed to the School District and written notice of the amount to each principal to be assessed the fair share fee.

A challenge by a principal or by a person aggrieved by the assessment shall be filed, in writing, with the Commissioner of the Bureau of Mediation Services (Commissioner), the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the principal and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or a court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided in this Agreement.

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19., all evaluations and files relating to individual principals shall be available during regular School District business hours to the particular principal upon his/her written request. The principal shall have the right to reproduce any of the contents of his/her file at the principal's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

ARTICLE VI COMPENSATION

Section 1. Salary Schedule:

Current principals' salaries will follow the salary schedule below. Salaries for new hires will be based on qualifications.

	<u>2023-2024</u>	<u>2024-2025</u>
Elementary Principal	\$117,899.93	\$120,847.42
Assistant Middle/High School Principal/Director of Curriculum	\$92,500.00	\$97,500.00
Middle/High School Principal	\$114,330.00	\$117,188.25

Section 2. Pay Deduction: Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence. "Annual salary" shall include a principal's basic salary and pay for additional/extended assignments if any.

Section 3. Travel Expenses: Car mileage for district work-related business will be reimbursed at the current IRS rate to a maximum reimbursement of \$ 500.00 per principal, per year. The principal assigned to the District Assessment Coordinator and/or Title One Coordinator will be entitled to a maximum of \$1,000.00 in reimbursable mileage per year. Air transportation will be allowed for out-of-city travel if it is more convenient, effective, and economical.

Section 4. Convention and Meeting Expenses: The district will pay up to \$1,500 for each principal's local and state convention and meeting expenses. In addition, the district will cover the normal and reasonable expenses related to each principal attending a national conference and/or convention. It is agreed that each principal shall be entitled to attend one national professional conference of her/his choice on a tri-annual basis, in consultation with the superintendent. Knowledge learned from national conferences attended must be shared in an appropriate manner to benefit the district. If estimated reimbursable expenses for a conference are greater than \$5,000.00, school board approval - based upon recommendation from the superintendent - will be required prior to said conference. Reimbursed expenses will be governed by School District policy and procedures. District Staff Development or Curriculum funds will be used to pay for a principal's convention and/or meeting costs when the training involves collaborative efforts with teachers (e.g. PLC Institute, MDE Curriculum Meetings), and/or involves required trainings outside of her/his role as a building principal (e.g. Title One, District Assessment).

Section 5. Cell Phone Use: The district will contribute \$600 per year toward professional use of personal cell phones for each principal.

Section 6. Professional Dues: The district will pay the annual national, state and division professional dues for each of the principals. In addition, the District will pay for each principal's BOSA fee.

ARTICLE VII
403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each principal in the School District and who is employed an average of at least twenty (20) hours per week and at least 224 days per school year pursuant to the provisions of this article.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Principals: Full-time, eligible principals, shall be eligible for an annual School District matching contribution as follows:

Years of Service	Maximum Matching Contribution
0-3	\$2,000
4-6	\$2,200
7-9	\$2,600
10+	\$3,000

Subd. 2. Part-time Principals: Eligible part-time principals shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Section 3. Vendors: Participation in the benefits of this article is limited only to principals who select one (1) of the School District approved Vendors.

Section 4. Notice of Participation: To be eligible for the provisions of this article, a principal must notify the School District Business Manager, in writing, by September 1st of his/her intention to participate in this matching program and the amount of the principal's contribution. This notice shall continue from year to year at the specified amount unless the principal notifies the School District, in writing, otherwise.

Section 5. Payment: The principal's contribution shall be made by payroll deduction.

Section 6. Unpaid Leave: A principal on unpaid leave may not participate in the provisions of this article.

Section 7. Lifetime Limitation: The maximum lifetime School District contribution to any principal pursuant to this article shall be \$50,000, and, upon reaching this maximum, the principal shall no longer be eligible for School District contributions.

Section 8. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Selection of School District's Group Health and Hospitalization Plan: The parties agree no principal shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. Health and Hospitalization Insurance – Single Coverage: The School District shall contribute a sum not to exceed \$7,215 per year toward the premium for individual coverage for each full-time principal employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 4. Health and Hospitalization Insurance – Family Coverage: The School District shall contribute a sum not to exceed \$15,000 per year toward the premium for family coverage for each full-time principal employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 5. Eligible Health Savings Account (HSA): The School district shall contribute \$3,250 for the qualified HSA of each full-time principal employed by the district who is enrolled in the School District's group health and hospitalization insurance plan.

Section 6. Retired Principal Health & Hospitalization Benefit: A principal who retires shall be entitled to participate in any insurance plan offered by the School District. The Principal shall have his/her choice of either single or family coverage and may modify his/her choice by the end of the open enrollment period each year. The District shall pay the full cost of insurance premiums until a maximum district contribution of \$50,000 is reached or until the retired principal becomes eligible for Medicare, whichever comes first.

Section 7. Income Protection: The District shall provide and pay the full cost of providing a program of income protection for full-time employees through disability insurance under which full-time employees may be included and which will compensate those persons covered thereby two-thirds (2/3) of the covered person's annual salary, effective after thirty (30) days' disability and payable to age seventy (70) subject to requirements of the insurance carrier.

Section 8. Life Insurance: The District shall pay in full the cost of a \$200,000 term life insurance policy for all full-time principals in the District who desire such coverage. The principals may purchase an additional \$100,000 term insurance through payroll deduction subject to requirements of the insurance carrier.

Section 9. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Duration of Health & Hospitalization Insurance Contributions: A principal is eligible for School District contributions as provided in this article as long as the principal is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 11. Eligibility: Principals who are employed full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District. In the event the ACA is repealed, the language in this section shall no longer be valid and shall be replaced by the language in "Section 11.1" below.

Section 11.1. Eligibility: Full benefits provided in this article are designed for principals who are employed as principals an average of at least thirty-seven and one-half (37.5) hours per week. Principals who are employed as principals an average of at least thirty (30) hours per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: A full-time principal shall earn twelve (12) days of sick leave each year of employment as a principal by the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of 120 days of sick leave per principal.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a principal's absence is found to have been due to the principal's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, a principal may use his/her accumulated sick leave and the school board limits use as permissible.

Subd. 4. Medical Certificate: The School District may require a principal to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a principal for sick leave is reserved to the School District. In the event that a medical certificate will be required, the principal will be so advised.

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

Subd. 6. Approval: Sick leave pay may be approved only upon the principal's submission of a signed request upon the authorized sick leave pay request form available in the central District office.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, a principal injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to 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 accrued sick leave.

Section 3. Bereavement Leave: A full-time principal may be granted bereavement leave with the written approval of the Superintendent totaling no more than five (5) days per year, non-accumulative allowed for death of an immediate family member. "Immediate family" is defined as the principal's spouse, child, parent, in-law parent, grandparent, brother, sister, in-law brother, in-law sister, grandchild or other relative who lived in the same household as the principal.

Section 4. Emergency Leave:

Subd. 1. Use: A full-time principal may be granted an emergency leave with the written approval of the Superintendent of no more than two (2) days per year, non-accumulative, the day(s) used to be deducted from the principal's sick leave, for any situation that arises requiring the principal's emergency attention which cannot be attended to when school is not in session and which is not covered under other provisions of this Agreement.

Subd. 2. Requests: Requests for emergency leave must be made, in writing, to the Superintendent at least three (3) days in advance, unless the Superintendent determines that such advance notice was not possible. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave if, under the circumstances involved, he/she determines that such leave should not be granted. All leaves must have prior, written approval.

Section 5. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) principal-parent of a natural or adopted infant child, provided such principal-parent is caring for the child on a full-time basis.

Subd. 2. Request: A principal making application for child care leave shall inform the Superintendent, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A principal will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event,

- 1) grant any leave for more than twelve (12) months in duration;
- 2) permit the principal to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: A principal returning from child care leave shall be reinstated in a position for which he/she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Failure to Return: Failure of the principal to return by the date determined under this section shall constitute grounds for termination unless the School Board and the principal mutually agree, in writing, to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 6. General Leave of Absence:

Subd. 1. Application: Principals with a minimum of three (3) years of experience as a principal in the School District may apply, in writing, to the Superintendent for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School District.

Subd. 2. Purpose: Such leave may be granted by the School District for overseas teaching, participation in the Peace Corps, Vista, and/or National Teacher Corps, extended illness of the principal, extended illness in the principal's immediate family as defined in Section 3. above, civic activities, alternative occupational experiences, principal organization activity, service in public office, or other reasons deemed appropriate by the School District.

Subd. 3. Notification: A principal on such leave shall notify the Superintendent, in writing, no later than April 1st of the final leave year of the principal's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the School Board. The School Board may also, in its sole discretion, waive the April 1st notice date if the School Board determines special circumstances are involved. A principal who fails to notify the Superintendent as required may be subject to discipline.

Section 7. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 8. Jury Service: A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., principals shall have a right to a leave of absence for health reasons.

Section 11. Insurance Application: A principal on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave and shall submit payment to the business manager the monthly premium in advance, except as otherwise provided in law. In the event the principal is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the principal must pay the entire premium to the School District* for any insurance retained.

Section 12. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a principal was on unpaid leave.

Section 13. Eligibility: Full leave benefits provided in this article shall apply only to principals who are employed as principals an average of at least thirty-seven and one-half (37.5) hours per week. Principals who are employed as principals an average of at least twenty (20) hours per week shall be eligible for partial benefits proportional to the extent of their employment.

ARTICLE X DUTY YEAR

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

Section 2. Duty Year: The duty year for principals shall be twelve (12) months and shall include twelve (12) paid holidays and twenty (20) paid days of vacation. Vacation days may be taken by principals on student contract or teacher contract days when limited to two (2) consecutive days with no more than two (2) occurrences during the contract year. Additional vacation days may be granted as approved by the Superintendent.

The following are the twelve paid holidays:

Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Good Friday; Memorial Day; Juneteenth; and one floating holiday to be established at the time of approval of the school calendar.

Section 3. Scheduling of Duty Days: The duty day schedule for principals shall be subject to the approval of the Superintendent.

Section 4. Non-Duty Days: Unless otherwise approved, in writing, by the Superintendent, all non-duty time to which a principal is entitled for a given contractual year shall be taken by the following January 2nd.

Section 5. School Closings: In the event a duty day(s) is lost for any reason, the principal shall perform duties on such other day(s) in lieu thereof as the School Board shall determine. In the event that principal duty days are not rescheduled, the principal's compensation shall be reduced in the amount of 1/228 of the principal's basic salary, unless the principal is on a paid leave of absence.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word, "grievance," shall mean a written allegation by a principal that he/she has been injured as a result of a dispute or disagreement between the principal and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Grievant: The word, "grievant," shall mean an individual principal who files a grievance as defined in Subd. 1. above.

Subd. 3. Days: Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all weekdays not designated as holidays by state law.

Section 2. Representation: The grievant, other administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

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

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement 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: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty-eight (28) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the principal and the School District's designee.

Section 5. Resolution of Grievance: The School District and the principal shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within fourteen (14) 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 School Board, provided such appeal is made, in writing, within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty-one (21) days after receipt of the appeal. Within fourteen (14) days after hearing the grievance, the School Board shall issue its written decision to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the grievant and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the grievant, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II 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 proper submission of a grievance under the terms of this procedure, the parties may, within fourteen (14) 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 to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within thirty (30) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose, 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. 5. Decision: 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 in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. 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 of the hearing shall be made at the request of either party. The parties shall share equally the 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 such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this 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 in this article; 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the principal shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XII PROGRESSIVE DISCIPLINE

Section 1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the principal and his/her supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Section 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A principal may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of M.S. 122A.40, Subd. 19. A principal shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A principal who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or his/her designee. If a suspension without pay is to be considered pursuant to Section 2. above, the principal shall be afforded an opportunity to meet with the Superintendent or his/her designee, and the principal may elect to have a representative in attendance at any such meeting.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or his/her designee to the principal stating the grounds for suspension without pay. The principal shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within five (5) working days after receipt of the written notice of suspension without pay. The

arbitrator's authority shall include a review of whether the suspension without pay and length thereof were appropriate considering the circumstances surrounding the action.

Section 5. Removal from Duty – Investigation: This article shall not apply to a principal who is removed from duty on paid suspension pending investigation of allegations or to a principal charged with a felony who is removed from duty on unpaid suspension pursuant to M.S. 122A.40, Subd. 13.

ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE

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

Section 2. Definitions:

Subd. 1. For the purpose of this Article, a "principal" shall mean a continuing contract principal or assistant principal of a secondary or an elementary school.

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

Subd. 3. Notwithstanding any other provision of this Article, a continuing contract principal who has held seniority as a principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

Section 3. Establishment of a Seniority List:

Subd. 1. A continuing contract principal who works on a continuous contract, or an administrator, not currently serving as a principal but who has rights and be placed on the appropriate seniority list(s), i.e. Principal, Teacher.

Subd. 2. Time served as an acting principal establishes the date of seniority if employment in the same category is immediately continued upon completion of the acting principal.

Subd. 3. Probation: Probationary principals shall acquire seniority after completion of the probationary period and upon such completion their names will appear on the seniority list with a seniority date relating back to the date of employment.

Subd. 4. The following criteria shall be used to break seniority ties in the placement of principals, assistant principals. 1) The first tiebreaker will be the date the employment agreement is signed by the prospective principal or assistant principal, 2) The second tiebreaker will be the earliest/lowest, Professional Educator Licensing and Standards Board (PELSB) file folder number of the principal or assistant principal.

Section 4. Placement of Unrequested Leave of Absence: Principals and assistant principals shall be placed on unrequested leave of absence in reverse order of their hiring on the K-12 seniority list.

Section 5. Reinstatement:

Subd. 1. Principals shall be recalled from unrequested leave of absence to available positions in the School District in fields for which they are certified and for which they are qualified pursuant to the provisions of this Article. The principal with the highest amount of seniority so certified and qualified shall be reinstated first.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the principals.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly certified and qualified as provided in this Article to fill such vacancy.

Subd. 4. Notification shall be by certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of notification, the principal shall be removed from the list.

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

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

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date of the principal's unrequested leave of absence or until the principal fails to respond within thirty (30) 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 XIV
SEPARATION FROM DISTRICT**

Upon separation from the district, the Principals shall be compensated for unused sick leave not to exceed fifteen (15) days times the daily rate of pay. The daily rate shall be determined by the annual salary divided by the number of duty days in one contract year, consistent with Article X Duty Year.

**ARTICLE XV
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2025, and thereafter as provided by PELRA. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor Agreement is ratified. If the exclusive representative desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to PELRA no later than sixty (60) days prior to said expiration including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms

of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) 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. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

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

For Le Sueur-Henderson Principals' Association:

For the School District:




President



School Board Chair



Secretary



School Board Clerk

Dated this 19 day of March, 2024.

Dated this 18th day of March, 2024.

