

PERSONNEL

Certified Personnel - Conditions of Professional Service

EMPLOYMENT AGREEMENT

Between

Independent School District No. 31

and

Bemidji Principals' Association

For the Year

Beginning July 1, 2009 through June 30, 2011

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**ARTICLE I
PURPOSE**

THIS AGREEMENT is entered into between Independent School District No. 31, Bemidji, Minnesota, hereinafter referred to as the "District," and the Bemidji Principals' Association, hereinafter referred to as the "Association" pursuant to and in compliance with the Public Employment Labor Relations Act, 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 REPRESENTATION**

Section 1. Recognition: In accordance with P.E.L.R.A., the District recognizes the Bemidji Principals' Association as the exclusive representative of those principals employed by the District as determined by the State Bureau of Mediation Services which exclusive representative shall have those rights and duties as prescribed in the provisions of this Agreement and P.E.L.R.A.

Section 2. Appropriate Unit: The exclusive representative shall represent all principals of the District who are included in Section 1 of this ARTICLE.

**ARTICLE III
DEFINITIONS**

Section 1. Principal: The term, "principal", shall include all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the State of Minnesota as a principal or assistant principal and who devote more than 50% of their time to administrative and supervisory duties.

Section 2. Terms and Conditions of Employment: "Terms and Conditions of Employment" shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired principals or severance pay, and the District's personnel policies affecting the working conditions of the principals, but does not mean educational policies of the District and the scope of negotiations. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 3. School Board, Board, or District: For purposes of this Agreement, the terms, "School District" or "School Board," mean the School Board or its designated representative(s).

Section 4. Association: "Association" means the Bemidji Principals' Association.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

Section 1. 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, utilization of technology, and organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the District to officially manage and conduct the operations of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the District.

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

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

**ARTICLE V
PRINCIPAL RIGHTS**

Section 1. Right to Views: 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 the conditions or compensation of public employment of 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. Request for Dues Checkoff: The principals shall have the right to request and be allowed dues checkoff for the Association. Upon receipt of a properly executed authorization card of the principal involved, which includes a statement of the total amount to be withheld, the District will deduct from the principal's pay check the dues the principal has agreed to pay the Association in equal deductions from each pay check, commencing November 15 and continuing through May 31 and shall forward such dues to the Association within ten days after each deduction. The authorization card, including the statement of the amount of dues to be deducted shall be presented to the District no later than 30 days prior to the date of the first scheduled deduction to each individual principal upon his/her written request.

Section 3. Access to Files: Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files generated relating to each individual principal shall be available during regular District

business hours to that principal upon his or her written request. Such 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; provided, however, the District may destroy such files as provided by law.

Section 4. Association Security: The Association shall be permitted the use of District property for Association business at reasonable times that shall not interfere with or interrupt the District's operations, and the Association shall pay costs usually charged by the District for such use. Principals may use the district mail service for official communications to principals.

Section 5. Severability of Provisions: Nothing in this agreement shall constitute a waiver of any statutory right of any principal guaranteed to him/**her** under applicable state or federal laws.

**ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY**

Section 1. Salary Schedule: The schedules for **2009-2011** are included herein and, by this reference, made as part thereof.

Section 2. Schedule of Payment: The annual salary will be paid in 24 equal checks. These checks shall be issued on the last and fifteenth day of each month or on the preceding work day if such day is on a weekend or legal holiday.

**ARTICLE VII
CONTRACT YEAR AND HOLIDAYS**

Section 1. Contract Year:

Subd. 1. Work Year: All principals shall be employed on a twelve-month contract commencing July 1 of each year and ending June 30 of the following year.

Subd. 2. Number of Duty Days: Individual principals will be contracted to work for a specified number of duty days each year according to the following schedule:

<u>PRINCIPAL</u>	<u>DUTY DAYS</u>
Elementary	213
Secondary Assistant	213
Alternative Programs	229
Middle School	229
High School	229

Subd. 3. Substitution of Contract Days: In order to facilitate the operation of schools throughout the year, the Superintendent, at his/her discretion, may substitute the contract days of individual principals for non-contract days, and the non-contract days of individual principals for contract days.

Subd. 4. Non-Contract Leave: Principals shall be granted unpaid Non-Contract Leave equal to the difference between the total number of annual work days between July 1 and June 30 [normally 260 or 261 days] and the number of days for which they are contracted. Leave requests must be provided to the Superintendent for approval at least three working days prior to the leave. The Superintendent may waive the three day notice requirement for good cause.

Non-Contract Leave will not be granted on the first and last student contact days; parent-teacher conference days, and District staff development days.

Subd. 5. Labor-Management Committee: A joint-labor management committee shall be established to discuss issues arising under this section.

Subd. 6. Extended Duty Days: In the event that principals are required to work additional duty days beyond those set forth in Section 1. of this ARTICLE, such principals will be compensated at their annual salary pro-rated to the number of additional duty days required.

Section 2. Strikes and Work Stoppages: In the event of a strike or work stoppage by groups of other District employees, all principals will consider themselves to be on duty for the purpose of carrying out School Board policies, rules, regulations and directives and insuring the safety of personnel and property.

Subd. 1. Compensation During Strikes and Work Stoppages: In no event will the compensation for principals be halted or suspended due to a strike or work stoppage by other groups of District employees.

Section 3. Holidays:

Subd. 1. Allowable Holidays: All principals shall be entitled to the following paid holidays and will not be required to report for work. If school is in session any of these days, an alternate day will be granted:

- | | | |
|-------------------|---------------------------|-----------------------|
| 1. Memorial Day | 4. Thanksgiving Day | 7. New Year's Eve Day |
| 2. Fourth of July | 5. Day After Thanksgiving | 8. Presidents' Day |
| 3. Labor Day | 6. Christmas Day | 9. Christmas Eve Day |
| | | 10. New Year's Day |

*The following days will be considered a paid holiday, and principals will not be required to work if school is not in session:

1. Good Friday*
2. Martin Luther King*

Subd. 2. Holidays Falling on Weekends: When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the Friday before will be observed. If any of the allowable holidays fall on a day when school is in session, an alternate day will be named by the Superintendent or his/her designee.

Subd. 3. Holidays not Within Employment Dates: If any of the named holidays do not occur within the employment dates of the principal's individual employment contract, such holidays shall not be considered for salary purposes.

ARTICLE VIII INSURANCE BENEFITS

Section 1. Health and Hospitalization Insurances: For all principals employed half-time or more, the District will pay directly to the insurance carrier with which it is contracted for full family coverage.

Section 2. Supplemental Medical Reimbursement Plan: The District shall provide a supplemental medical reimbursement fund of \$1,500 for **2009-2010 and 2010-2011**.

Subd. 1. Usage: Principals can make withdrawals from their accounts in accordance with the provisions of the plan, Section 105 of the Internal Revenue Service, and the rules and regulations of the IRC.

Subd. 2. District's Obligation: The District's only obligation is to establish the Medical Reimbursement Plan and procedures, and to make the contributions provided for by this section. No claim shall be made against the District as a result of a denial of favorable tax treatment of the contributions.

Subd. 3. Association's Obligation: The Association has the obligation to notify the District of any changes in the Medical Reimbursement Plan required by applicable law or regulations.

Section 3. Retiree Fringe Benefits:

Subd. 1. Payment: The District will pay health insurance benefits for retired principals who meet the qualifications of Subd. 2. of this section.

Subd. 2. Qualifications: To be entitled to the benefits of this section, a principal must meet the following requirements:

- a) the principal must retire from employment with the District,
- b) To qualify, a principal or assistant principal must have been employed by the District for a minimum of six (6) years,
- c) the retired principal will receive this benefit until Medicare eligible.

Subd. 3. Funding:

- a) The maximum amount payable for health insurance on behalf of any retired, qualified principal shall not exceed \$7,750 per fiscal year,
- b) the District's only obligation is to pay the amounts as agreed to herein, and

- c) no claims shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Spousal Coverage: The benefits under this section payable to a qualified, retired principal shall continue as a benefit to that principal's spouse upon the death of the qualified principal, provided that the spouse otherwise qualifies as a participant in the District's insurance benefit program, and the qualified principal would not have attained Medicare eligibility if he/she had survived. The principal must have had spousal coverage for this subdivision to apply. Under no circumstances will the spouse of a deceased principal be allowed to use the insurance benefit for more years than would have been used had the deceased principal lived or the spouse has attained Medicare eligibility, whichever is earliest.

Section 4. Life Insurance: The District shall provide a \$200,000 group term life insurance policy for each principal, including accidental death and dismemberment protection.

Section 5. Long Term Disability Insurance: For all principals employed half-time or more, the District will pay directly to the company selected by the District, the premium for a long-term disability insurance policy that pays a \$5,000 maximum monthly benefit following the 90th day of disability.

Section 6. Dental Insurance: For all principals employed half-time or more, the District will pay directly to the District's dental insurance carrier an amount for full family coverage.

Section 7. District's Obligation: The District's only obligation is to purchase insurance policies and pay such amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Availability of Options: The availability of insurance options identified above is dependent upon sufficient enrollments to insure bids by insurance carriers, and that the District will exercise sole discretion in the selection of the insurance carrier(s).

Section 9. Continued Participation: A principal on unpaid leave of absence under this Agreement is eligible to participate in group insurance programs, if permitted under insurance policy provisions, but shall pay the entire premium for such programs as (s)he wishes to retain, commencing with the beginning of the leave. It is the responsibility of the principal to make arrangements with the District.

ARTICLE IX OTHER BENEFITS

Section 1. Automobile Expense Allowance: Any principal or assistant principal assigned to more than one school or geographic location shall be reimbursed, at the established District rate, for actual mileage incurred solely for travel between assigned schools/locations upon submission of monthly travel reports.

Section 2. State and National Dues: The District hereby agrees to provide for the expense of membership in the State and National Secondary or Elementary Principal Association for each principal.

**ARTICLE X
LEAVES**

Section 1. Sick Leave:

Subd. 1. Amount and Accumulation: Each principal shall earn twelve (12) days of sick leave each year with unused annual sick leave accumulating to a maximum of 200 days. Sick leave may also be used for serious illness in the immediate family. For the purpose of this subdivision, (a) "serious illness" is defined as an illness of such a nature that a physician's attention is required; (b) "immediate family" is defined as spouse, parent, child, stepchild, brother, sister, grandparent, grandchild, or any member of the principal's household.

Subd. 2. Bereavement: In the event of death in the immediate family, up to five (5) consecutive days of leave may be used for bereavement. For the purposes of this subdivision, "immediate family" is defined as spouse, child, parent, stepchild, brother, sister, son-in-law, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, spouse's grandparent or grandchild, or any member of the principal's household.

Subd. 3. Extended Bereavement: The Superintendent has the discretion to extend bereavement leave for the funeral of a person with whom the principal had a close, personal relationship, but who was not a member of the principal's immediate family. The Superintendent's decision is not subject to the grievance procedure and will not be considered as precedent in other cases.

Section 2. Workers' Compensation:

Subd. 1. Payment: Upon the written request of a principal who is absent from work as a result of compensable injury incurred in the service of the District under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received by the principal pursuant to the Workers Compensation Act and the principal's regular rate of pay to the extent of the principal's earned accrual of sick leave.

Subd. 2. Formula: A deduction shall be made from the principal's sick leave accrual time according to the pro-rated portions of days of sick leave which are used to supplement workers' compensation, as follows:

$$\begin{array}{l} \text{i.e. Fraction of sick leave deducted} \\ \text{per day of absence} \end{array} = \begin{array}{l} \text{Principal daily wage -} \\ \text{Daily workers' compensation} \\ \text{received by a principal} \\ \text{The principal's daily wage.} \end{array}$$

Subd. 3. Duration: Such payment shall be paid by the District only during the period of disability.

Subd. 4. Ceiling: In no event shall the additional compensation paid to the principal by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the principal.

Section 3. Medical Leave of Absence:

Subd. 1. Request: A principal, upon written request to the Superintendent, shall be granted an unpaid medical leave of absence for the period of time during which that principal is unable to perform his or her regular duties due to sickness. The principal will, at his or her option and written request, be paid full salary for any contract days missed during the period of such absence up to the number of sick days accumulated by the principal on the date such leave commences. The number of days of such absence for which the principal elects to receive salary shall be charged against the number of unused sick leave days with which he or she is so credited.

Subd. 2. Notification: As soon as a principal knows that he or she will need a medical leave of absence, he or she shall notify the Superintendent in writing of the nature of the disability and the approximate date he or she expects to begin and end the leave. The Superintendent may refuse to grant a leave of absence (or withhold from the final paycheck a sum sufficient to cover additional expenses caused by untimely notice) to any principal who fails to provide timely notice of the need for such leave. Such notice shall be provided within ten (10) working days of the time the principal knows of the need for such leave.

Sub. 3. Statement of Disability: Upon commencing a medical leave of absence, the principal must sign a written statement indicating that, he or she is unable to perform regular duties because of sickness and that as soon as he or she is again able to perform regular duties, he or she intends to return to work. Upon commencing a medical leave of absence, the principal must also provide a statement signed by a doctor indicating that the principal is unable to perform regular duties due to sickness and the approximate date the doctor believes the principal should again be able to perform those duties. During the course of a principal's medical leave of absence, the district may request, at reasonable intervals, a similar statement from the principal's doctor.

Subd. 4. Medical Examination: The District reserves the right to require any principal on medical leave of absence to be examined by a medical doctor of the District's choosing for the purpose of obtaining that doctor's opinion as to whether the principal is able or unable to perform his or her regular duties. Such examination shall not be required of any principal more than once every other month and shall be at the sole cost of the District. The principal shall be provided with a copy of the doctor's written report. In the event that the examining doctor under this subdivision and the principal's treating physician disagree on the principal's ability to perform his or her regular duties, a third medical opinion by a physician mutually acceptable to the principal and the Superintendent shall be obtained by the parties as soon thereafter as practicable. If the parties fail to agree on a third examining physician within ten (10) calendar days, the two doctors already involved in the evaluation will select the third examining physician. The cost of obtaining the third opinion shall be split

equally between the District and the principal. The opinion of the majority of the medical doctors will be decisive.

Subd. 5. Failure to Return: In the event that a principal fails to return to work within three (3) working days after he or she is medically certified to be able to perform his or her duties, the principal shall be deemed to have resigned his or her position with the District as of the date of his or her failure to return to work. The three (3) working days' requirement may be extended upon written application to the Superintendent when an extension appears to the Superintendent, upon consideration of surrounding circumstances, to be reasonably necessary to fulfill the purpose of this section.

Subd. 6. Childbearing and Childrearing: A leave of absence without pay shall be granted to a tenured principal for the purpose of childbearing and/or childrearing on the following conditions:

- a) The principal shall be entitled, upon written request, to a leave of absence, not to exceed one year's duration, during the period of time between conception and one year after the child's birth date, when the principal is unable to perform her teaching duties for medical causes. Determination of such inability to perform duties shall be made by the principal and her physician. Said principal shall notify the Superintendent in writing of her inability to perform her duties at least thirty calendar days prior to the date on which her leave is to begin. Said principal shall include with such notice a physician's statement certifying the principal's inability to perform her duties. A principal who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her duties.
- b) The principal shall notify the Superintendent of her ability to perform her duties at least sixty calendar days prior to the date she intends to return to active employment from leave. At the end of the sixty day period, said principal shall be assigned the same position which she held at the time the leave commenced or, if such position is no longer in existence and the principal has not been terminated or placed on unrequested leave of absence, to a substantially equivalent one. These reemployment rights shall be afforded to the principal for one full year from the date of the commencement of the initial leave of absence.
- c) The provisions of Subdivision 1 of this section shall also be applicable to leaves granted for childbearing and childrearing.

Subd. 7. Duration: Notwithstanding any of the provisions above, the total medical leave provided for in this section shall not exceed a period of twelve months.

Section 4. Adoption: A principal adopting a child shall be entitled to a leave of absence without pay for not more than six months.

The leave shall commence thirty days after the principal furnishes the Superintendent with a written request for the leave or at such other time as mutually agreed to by the principal and Superintendent.

In the event that both adoptive parents are employees of the District, the leave provided for herein shall be granted to only one of the parents.

During such leave, the principal shall not commence any course of study in furtherance of his or her formal education, nor shall he or she engage in any employment, occupation, or profession.

Section 5. Professional Improvement Leave: Upon the recommendation of the Superintendent and approval by the School Board, principals who have rendered satisfactory service in this District for not less than seven (7) consecutive years may be granted a leave of absence for study and research for a semester or a full year, subject to the following provisions.

Subd. 1. Purpose: Professional Improvement Leave shall be granted as a privilege to principals who demonstrate a high degree of promise for the purpose of improving instruction in the District. Any Professional Improvement Leave that is granted must be consistent with this purpose.

Subd. 2. Application: Written requests for this leave will be submitted to the Superintendent during the month of March for consideration for the following school year and are subject to the approval of the Superintendent and the School Board.

Subd. 3. Benefits: Insurance benefits provided in this Agreement shall be maintained during said leave.

Subd. 4. Sick Leave: Sick leave shall not be earned during the leave. Sick leave accumulated prior to the leave shall be restored at the time of reemployment.

Subd. 5. Compensation: Compensation for a principal on Professional Improvement Leave shall be at a rate of 50% of the current principal's salary not to exceed \$40,000. This amount will be paid in equal, monthly installments during the leave period and will be subject to retirement and tax deductions.

Subd. 6. Agreement: A principal granted a Professional Improvement Leave shall agree, in writing, to return to the District for a period of two years immediately following the leave and shall sign a promissory note in an amount equal to the stipend granted. Upon return to regular employment, the note will be forgiven at a rate of one-half (1/2) of the total amount of the original note per year.

Subd. 7. Return to District: The principal on leave shall indicate his/her intent to return to the District by notifying the Superintendent's office in writing during the month of February of the year the leave, or the balance of the salary allowance for the leave of absence shall be canceled, and the principal shall be liable to the District for any salary received while on Professional Improvement Leave.

Subd. 8. Tuition Reimbursement: Principals on Professional Improvement Leave shall not be eligible for tuition reimbursement.

Subd. 9. Income Ceiling: Receipt of a scholarship, fellowship, or other grant is acceptable. However, if the combined income from financial aid and the Professional Improvement salary exceeds the salary for which the principal normally would be eligible, the Professional Improvement salary will be reduced proportionately. An affidavit identifying the amount of any financial aid received must be filed with the Superintendent.

Subd. 10. Interruption of Study: If the approved study is interrupted or canceled without fault of the principal, all payments and benefits under this section will cease, and the principal shall return to work for the District as soon thereafter as possible. If the principal causes the approved study to be interrupted or canceled, all payments and benefits under this section will cease. The principal shall return to work for the District as soon thereafter as possible, and the Superintendent may require the principal to reimburse the District for payments and benefits received under this section.

ARTICLE XI RETIREMENT INCENTIVE PAY

Section I. Retirement Incentive Pay

Subd. 1. Retirement Incentive: Any principal who separates from service through resignation, retirement, or death after June 30, 2001, shall be entitled to retirement incentive pay based on unused sick leave according to the following schedule:

<u>Years of Service</u>	<u>Maximum Days Paid</u>	<u>Pay Per Day</u>
10 years	100 days at	\$224
11 years	100 days at	231
12 years	100 days at	238
13 years	100 days at	245
14 years	100 days at	252
15 years	100 days at	259
16 years	100 days at	266
17 years	100 days at	273
18 years	100 days at	279
19 years	100 days at	286
20 years	100 days at	293
21 years	100 days at	300
22 years	100 days at	307
23 years	100 days at	314
24 years	100 days at	321
25 years	100 days at	328
26 years	100 days at	335
27 years	100 days at	342
28 years	100 days at	349
29 years	100 days at	356
30 years and more	100 days at	363

To be eligible for this pay, a principal must have ten (10) or more years of full-time service in the District as a principal. Principals who were teachers in the District will receive one year of credit on the retirement incentive schedule for each year of experience as a teacher in the District and must have been a principal for at least six (6) years to qualify for this benefit. In the case of death prior to separation, the payment shall be made to the principal's designated beneficiary within sixty (60) days after the District receives a certified copy of the principal's death certificate.

Subd. 2. 403(b) Matching Plan. Any principal employed with the District shall be entitled to participate in a **contribution** match plan as approved **under section 403(b)** of the Internal Revenue Code and **in accordance with Minn. Stat. §356.24**. After the initial election of this option and ratification of amount, such participation shall continue from year to year at the specified amount unless the principal notifies the district, in writing, by June 1 in the format prescribed by the District. The maximum amount of annual contributions matched by the District is \$2,000.00 **for 2009-2010 and \$3,000 for 2010-2011.**

Under no circumstances will the District's lifetime match for any one principal exceed **\$36,300**. Part-time principals will have the maximum annual District match pro-rated.

The amounts contributed by the District as the employer match will reduce benefits payable under Subd. 1. in an amount equal to cumulative employer contributions under Subd. 3.

Subd. 3. Discharge for Cause: Any principal discharged for cause shall not be eligible for any Retirement Incentive pay under Subd. 1.

Subd. 4. Insurance Continuation: Principals shall be eligible to participate in the District-sponsored hospital, medical, and dental insurance group that the principal participated in immediately before retirement according to Minnesota Statute 471.61, Subd. 2b.

ARTICLE XII VARIABLE EMPLOYEE BENEFIT ACT (VEBA)

Section 1. Establishment of the VEBA: The District will establish a VEBA through the Northwest Service Cooperative to provide a post-retirement health care reimbursement plan and welfare benefits effective July 1, 2001.

Section 2. Contributions to the Plan: The District shall pay the severance amount the principal is entitled to under ARTICLE XI, Subd. 1. less any adjustment outlined in Subd. 2.

ARTICLE XIII SENIORITY

Seniority shall constitute service as a principal with the District. Such seniority shall be used for purposes of placement on unrequested leave of absence. Service in other District bargaining units shall not be counted for purposes of seniority bumping.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The principal or District may be represented during any step of the procedure by a person or agency designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in the 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 week days 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: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the event giving rise to the grievance occurred. 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 principal and the District's designee.

Section 5. Adjustment of Grievance: The District and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the District in the following manner.

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

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing 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 its findings and recommendations to the School Board. The School Board shall then render the decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decisions.

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

Section 8. Arbitration Procedure: In the event that the principal and the 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 days following the decision in Level III 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 shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, both parties shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the other party, the submission of the grievance which shall include the following:

- a) The issues involved.
- b) Statement of the facts.
- c) Position of the grievant.
- d) The written documents relating to Section 5. above.

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 denovo.

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

Subd. 7. Expenses: Each party shall bear its own expenses in connections 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 for 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. 8. Jurisdiction: This 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 District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issues in dispute, in his/her order the arbitrator 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.

ARTICLE XV DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, **2009** through June 30, **2011**, 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, **2011**, it shall give written notice of such intent no later than May 1, **2011**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. Severability: 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 provisions of this Agreement or the application of any provisions thereof.

SALARY SCHEDULE

2009-2010 Salary Schedule

POSITION	DUTY DAYS	ENTRY RATE	2ND YEAR
Elementary Principal	213	\$87,219	\$90,219
Secondary Assistant Principal	213	\$85,990	\$88,990
Alternative Programs Principal	229	\$95,693	\$98,693
Middle School Principal	229	\$96,005	\$99,005
High School Principal	229	\$98,077	\$101,077

*Reflects an increase of 1.4%

2010-2011 Salary Schedule

POSITION	DUTY DAYS	ENTRY RATE	2ND YEAR
Elementary Principal	213	\$87,670	\$90,670
Secondary Assistant Principal	213	\$86,435	\$89,435
Alternative Programs Principal	229	\$96,186	\$99,186
Middle School Principal	229	\$96,500	\$99,500
High School Principal	229	\$98,582	\$101,582

*Reflects an increase of 0.5%

1. Salaries in the second year for newly hired principals will be adjusted to be commensurate with other principals in the same job classification.

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

FOR

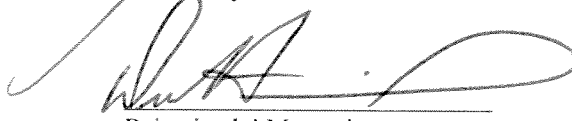
Bemidji Principals' Association
Bemidji, Minnesota
56601



President



Secretary



Principals' Negotiator


Dated this 6 day of
April 2010

Address to which notices are to be sent:

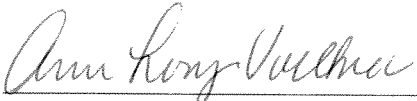
Mr. Bruce Anderson, President
Bemidji Principals' Association
Independent School District No. 31
Bemidji, Minnesota 56601

FOR


Bemidji Area Schools
Independent School District #31
Bemidji, Minnesota 56601



Chairperson



Secretary/Clerk



Chief District Negotiator

Dated this 12th day of
April 2010

Address to which notices are to be sent:

Dr. James A. Hess, Superintendent
Independent School District No. 31
Bemidji, Minnesota 56601