TERMS AND CONDITIONS
OF PROFESSIONAL EMPLOYMENT

Agreement between the
Inver Grove Heights Independent School District 199

and the
Inver Grove Heights Principals’ Association

July 1, 2020 through June 30, 2022
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ARTICLE I. PURPOSE OF AGREEMENT

SECTION 1. PARTIES. This Agreement is entered into between the Inver Grove Heights Community Schools, Independent School District 199, Inver Grove Heights, Minnesota and the Inver Grove Heights Principals' Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, to provide the terms and conditions of employment for principals during the duration of this Agreement.

ARTICLE II. DEFINITIONS

SECTION 1. SCHOOL DISTRICT. For purposes of this Agreement, the term "school district" shall mean the Inver Grove Heights Community Schools, Independent School District 199, Inver Grove Heights, Minnesota, its school board or designated representative(s) of the school board.

SECTION 2. ASSOCIATION. For purposes of this Agreement, the term "association" shall mean the Inver Grove Heights Principals' Association or its designated representative(s).

SECTION 3. PELRA. For purposes of this Agreement, the term "PELRA" shall mean the Public Employment Labor Relations Act of 1971, as amended.

SECTION 4. TERMS AND CONDITIONS OF EMPLOYMENT. Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, and the school district's personnel policies affecting the working conditions of the principals, except retirement contributions or insurance coverage for retired employees or severance pay. In the case of professional employees, the term does not mean educational policies of the school district. The terms in both cases are subject to the provisions of the PELRA regarding the rights of public employers and the scope of negotiations.

SECTION 5. PRINCIPAL. Reference to principal in this Agreement shall mean principals and assistant principals, as defined in Article III. Section 2., except where specified by individual title.

SECTION 6. OTHER TERMS. Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE III. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION. In accordance with PELRA, the school district recognizes the Inver Grove Heights Principals' Association as the exclusive representative of principals employed by the school district. The association shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this agreement.

SECTION 2. APPROPRIATE UNIT. The appropriate unit shall consist of all employees of Independent School District 199, Inver Grove Heights, Minnesota, who are employed by the school board in a position which requires licensure by the State Department of Education as principals or assistant principals who are employed for more than fourteen (14) hours per week and for more than 67 work days per year, and who devote more than fifty percent (50%) of their time to administrative or supervisory duties in the capacity of a principal or assistant principal and excluding all other employees as provided in the PELRA.
ARTICLE IV. SCHOOL DISTRICT RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS. The parties recognize that the school board 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 to the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel, and that all management rights and management functions not expressly delegated in this agreement are assigned to the school board. This section shall not be construed to limit the right of the association to meet and confer with the school district, pursuant to PELRA, regarding policies and matters not included under terms and conditions of employment. Matters of inherent managerial right shall not be subject to review through the grievance arbitration process.

SECTION 2. MANAGEMENT RESPONSIBILITIES. The parties recognize 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 to provide educational opportunity for students of the school district.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS. The parties recognize that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

SECTION 4. RESERVATIONS 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.

ARTICLE V. PRINCIPAL AND ASSOCIATION 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. RIGHT TO JOIN. Principal shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

SECTION 3. REQUEST FOR DUES CHECK OFF. Principals shall have the right to dues check off for the association, provided that dues check off and proceeds thereof shall not be allowed any principal organization that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the principal involved, the school district shall deduct from the principal's paycheck the dues the principal has agreed to pay to the principals' organization during the period provided in said authorization. These deductions may be terminated by the principal by giving thirty (30) days' written notice to the school district business office that deductions are to stop. Deduction shall be made over twelve (12) months and transmitted to the association. The school district shall furnish monthly to the association an alphabetized list of its members from whom such deductions have been made.

SECTION 4. PERSONNEL FILES. Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual principal shall be available during regular school hours to said principal upon reasonable notice. The principal shall have the right to reproduce any
of the contents of the files at the principal’s expense and to submit for inclusion in the file written information in response to any material contained therein. The school district may destroy such files as provided by law.

SECTION 5. SCHOOL BUILDING AND FACILITIES. The association shall have the right in accordance with established regulations to reasonable use of the school buildings, facilities and equipment provided such use shall not interfere with normal school activities or functions. The school district reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

SECTION 6. INFORMATION. The parties agree that the association shall have access, upon reasonable notice, to appropriate and available information, subject to the limits of the Minnesota Government Data Practices Act, necessary for the association to exercise its responsibilities as exclusive representative.

SECTION 7. PRIVATE AND PERSONAL LIFE. The private and personal life of a principal is not within the appropriate concern of the school district, providing such private and personal life does not adversely affect the principal’s performance or ability to perform; however, nothing within this section shall limit the School District’s ability as an employer to discipline or discharge an employee for offenses which have a nexus to the employee’s position or duties.

SECTION 8. MEET AND CONFER. The school district shall meet and confer with the association pursuant to PELRA.

SECTION 9. JUST CAUSE. A principal may be suspended without pay for just cause. The school board and association agree that a principal shall be entitled to have present a representative of the association or its designee for discussions with the principal relevant to the suspension. The School District will reasonably accommodate the representative’s schedule. The termination of a tenured principal’s (“teacher”) continuing contract and/or immediate discharge is governed by Minnesota Statutes § 122A.40.

ARTICLE VI. SALARY PROGRAM

SECTION 1. BASIC COMPENSATION. The wages and salaries reflected in this article (Article VI), included herein, shall be part of this Agreement for the duration of the contract.

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<tr>
<th>2020-2021</th>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
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<td>141,160</td>
<td>143,974</td>
<td>146,896</td>
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<tr>
<td></td>
<td>Middle School Principal</td>
<td>136,396</td>
<td>139,102</td>
<td>141,918</td>
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<tr>
<td></td>
<td>Elementary Principal</td>
<td>132,933</td>
<td>135,640</td>
<td>138,346</td>
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<td></td>
<td>High School Assistant Principal</td>
<td>124,815</td>
<td>127,304</td>
<td>129,902</td>
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<td>Middle School Assistant Principal</td>
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<tr>
<td></td>
<td>Elementary Assistant Principal</td>
<td>109,445</td>
<td>111,609</td>
<td>113,882</td>
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SECTION 2.  STEP ADVANCEMENT. New hires will be placed at Step 1 of the salary schedule. A principal will be advanced one (1) full step on the salary schedule on July 1 each year.

SECTION 3.  SERVICE FACTOR. Effective July 1, 2016, service factors are fixed dollar amounts beyond the principal's annual salary after five (5), ten (10) years, and fifteen (15) years of experience in the District. Service factors are effective on July 1 of each year after completion of the years of service.

  Five (5) through ten (10) Years: $1,000
  After completion of ten (10) years: $2,000 (additional $1,000)
  After completion of fifteen (15) years: $3,000 (additional $1,000)

SECTION 4.  SCHOOL DISTRICT DISCRETION. The school reserves all rights in determining which positions shall be filled and how many of each position may exist in the district. The school district reserves the unilateral and undisputed right to pay a higher starting salary at the time of hiring, at its discretion, in order to attract and retain a qualified principal of its choice. Exercising such right shall have no effect on the salaries of other principals or the salary schedule. The School District shall provide the President of the Principals' Association written notice when it exercises its right under this Section.

ARTICLE VII. INSURANCE

SECTION 1.  HEALTH PLAN. Beginning January 1, 2020, if a principal qualifies for and is enrolled in the School District's Group Health Plan(s), the School District shall contribute a sum not to exceed $20,313.00 toward the cost of the health insurance premiums for the plan selected by the Principal. Effective January 1, 2021, the School District shall contribute a sum not to exceed $20,313.00. To the extent the cost of health insurance premiums exceeds the School District's contributions per contract year, the Principal shall be responsible to pay the cost of the monthly premiums through payroll deduction.

SECTION 2.  DENTAL GROUP PLAN. If the principal participates in the School District's Group Dental Insurance Plan, the School District shall pay 100% of the cost of the premiums.

SECTION 3.  LONG-TERM DISABILITY INSURANCE. Each member of the Principals' Group choosing to participate in long term disability insurance offered by the School District shall be responsible to pay the full cost of the premiums.

SECTION 4.  TERM LIFE INSURANCE. The School District shall provide a group term life insurance plan which provides an amount not to exceed $225,000.00 coverage for eligible principal, payable to his/her designated beneficiary. The School District shall pay the total premium for the group term life insurance plan. If permitted by the School District's group life insurance carrier, a principal may purchase additional life insurance coverage. The cost of the premium for additional life insurance coverage shall be borne by the principal and paid through payroll deduction.

SECTION 5.  SELECTION. The selection of the insurance carriers and policies shall be made by the School District.

SECTION 6.  CLAIMS AGAINST THE SCHOOL DISTRICT. It is understood that any description of insurance benefits in this Contract are intended to be for information only. Eligibility for benefits and other conditions of insurance coverage shall be governed by the terms of the insurance policies purchased by the School District. It is further understood that the School District's only obligation is to purchase the insurance policies described herein, and the School District shall have no liability for claims made as a result of denial of benefits by an insurer, if the School District has purchased the policies and paid the premiums, as required by this Contract.

SECTION 7.  DURATION OF INSURANCE CONTRIBUTION. A principal is eligible for the School District's contribution towards the premium for insurance as provided in this article only so
long as the principal is employed by the School District. Upon termination of employment, all district contributions shall cease no matter the length of the insurance contract year.

SECTION 8. ELIGIBILITY. The benefits provided in this Article apply to all principals both full-time and part-time. Premium contributions for part-time principals shall be paid on a pro-rata basis.

ARTICLE VIII. LEAVES

SECTION 1. SICK LEAVE

Subd. 1. Paid sick leave shall be earned at the rate of twelve (12) days per year. Earned sick leave accumulation shall be unlimited.

Subd. 2. Sick leave with pay shall be allowed by the Superintendent whenever a principal's absence is found to have been due to illness which prevented his or her attendance at school and performance of duties on that day or days. Up to five (5) days of earned accumulated sick leave per year may be used for the serious or sudden illness of an immediate family member. The Superintendent or his/her designee may, at his/her discretion, allow the use of additional accumulated paid sick leave due to the serious illness of an immediate family member.

Leave will be granted to employees due to the serious illness of an adult child, spouse, sibling, parent, grandparent, or step-parent for reasonable periods of time as the employee's attendance may be necessary up to 160 hours, or pursuant to Minn. Stat. §181.9413, whichever is less. This provision is not meant to increase or decrease the amount of leave otherwise provided in this Article except as otherwise required by law.

Subd. 3. The superintendent may require a principal to furnish a medical certificate from a qualified physician indicating the absence was due to illness. The presentation of a certificate does not automatically qualify the principal for sick leave pay.

Subd. 4. Sick leave allowed shall be deducted from accrued sick leave days earned by the principal.

Subd. 5. A principal shall inform the Superintendent of his/her intent to use sick leave in advance of the leave. In unforeseen circumstances, the principal shall inform the Superintendent of his/her absence as soon as possible. When school is in session, the principal shall inform the Superintendent of absences prior to the beginning of the school day or throughout the school day when applicable.

Subd. 6. A principal shall be compensated for a maximum of 100 days of unused accumulated sick leave subject to the following conditions:

(1) A principal must have at least fifteen (15) consecutive years of service in the district at time of resignation or retirement.
(2) For days 1 through 50 of unused accumulated sick leave, the principal shall be compensated at a rate of $75.00 per day.
(3) For days 51 through 100 of unused accumulated sick leave, the principal shall be compensated at a rate of $100.00 per day.
(4) Compensation under this subdivision shall be made in a payment to the employee’s 403(b) account at time of resignation or retirement.

SECTION 2. FUNERAL LEAVE. Paid funeral leave will be granted as follows and is not cumulative:

Subd. 1. Funeral leave allowed shall not be deducted from the accrued sick leave earned by the principal.
Subd. 2. Five (5) days funeral leave will be granted per year upon the death of a principal's current spouse or child. Upon written application to the Superintendent up to an additional five (5) days may be granted for travel cut of the state of Minnesota for the funeral or related arrangements occasioned by the death of a current spouse or child.

Subd. 3. Five (5) days funeral leave per year may be granted upon demonstration of need and approval of the Superintendent upon the death of a principal's mother or father.

Subd. 4. Funeral leave per year may be granted in the amount of three (3) days, if necessary, for the death of first-degree kindred of the principal or the principal's spouse as follows: surrogate parent, grandchild, grandparent, brother or sister, daughter-in-law or son-in-law, sister-in-law or brother-in-law, mother-in-law or father-in-law.

Subd. 5. One (1) day of funeral leave will be granted upon the death of a principal's aunt or uncle of first kindred.

SECTION 3. SABBATICAL LEAVE.

Subd. 1. There shall be a maximum of one principal on a sabbatical leave in any one school year. The sabbatical leave is not a right but a privilege that may be granted by the school board, at its discretion.

Subd. 2. To be eligible for a sabbatical, the principal must have a minimum of five (5) years administrative experience in the school district.

Subd. 3. Sabbatical leave may be granted for the purpose of acquiring further academic training toward an advanced degree in subject matter, field or advanced work pertinent to the position held in the school district at the time of application, and shall not exceed one calendar year.

Subd. 4. A principal requesting a sabbatical leave shall submit a written application stating goals and district benefits. All applications must be made to the Superintendent no later than February 1 preceding the school year during which leave is requested. All applicants will be notified of acceptance or rejection on or before April 1.

Subd. 5. A principal requesting sabbatical leave must agree to return for a period of at least two years to a unit position in the School District. If the principal does not return, he/she must reimburse the school district all compensation inclusive of salary and benefits received while on sabbatical leave, unless the school board and principal agree otherwise.

Subd. 6. A principal on sabbatical leave shall receive fifty percent (50%) of his/her basic contract salary, at the time of the sabbatical. The School District shall pay for the cost of fringe benefits in the amounts pursuant to the contract in effect during the sabbatical.

Subd. 7. A principal on sabbatical leave shall not earn/accrue any sick leave, annual leave or funeral leave during the sabbatical.

SECTION 4. FAMILY LEAVE. The School District will grant eligible Principals unpaid leave under the applicable provisions of the Family Medical Leave Act, state law, and School District policy.

ARTICLE IX. WORK YEAR/VACATION

SECTION 1. SCHEDULE. All principals shall be fifty-two (52) week principals and as such are
under contract and have a work year of 52 weeks (260 days) of the school fiscal year. If the calendar
year is greater than 260 days, the principal shall receive non-contract days off to offset the
difference. The non-contract days off shall be used by December 31 of each calendar year.

Subd. 1. For the purpose of this Agreement, one year shall mean fiscal year (July 1 through June
30) unless otherwise indicated.

Subd. 2. Principals with zero (0) to five (5) years of service shall be credited with twenty-six (26)
days of vacation on July 1 of each year. Principals with five (5) or more years of service shall be
credited with twenty-eight (28) days of vacation on July 1 of each year. When a new employee
begins employment on a date other than July 1, the vacation allotted will be prorated from the
beginning date of employment through the following June 30.

Subd. 3. Prior to July 1 of each year and prior to earning vacation, the principal may make an
irrevocable election by the applicable deadline to:

(1) defer an amount equivalent of up to ten (10) days of vacation to a 403(b) Plan(s). The
contribution shall be made in one installment. The amount of deferral shall be
calculated based on the daily rate of pay at the time of the elective deferral. Such deferral
is subject to the restrictions in applicable 403(b) Plan(s) and the limitations contained in
the Internal Revenue Code, Regulations and other federal and state law. Compliance
with such restrictions and limitations are the sole responsibility of the principal; or

(2) receive payment by the School District for the equivalent of up to ten (10) days of pay at
the current daily rate of pay in a single payment by July 15 of the following year.

Either of the foregoing elections will reduce the principal's vacation in the subsequent year by ten
(10) days.

Subd. 4. The principal may carry over up to fifteen (15) days of unused accrued vacation to June 30
of the following contract year. All other vacation must be used in the year it is accrued or it is lost. At
the time of resignation, the principal will receive payment, at the current daily rate of pay, for accrued,
unused vacation prorated from July 1 through the date of resignation.

Subd. 5. The principal's use of vacation must be approved, in advance, by the Superintendent of
Schools and is subject to School District policy.

Subd. 6. Holidays for principals shall be eleven (11) days per year as follows: Independence Day,
Labor Day, Thanksgiving Holiday (2 days), Christmas Holiday (2 days), New Year's Holiday (2 days),
President's Day, Memorial Day, and 1 floating holiday (to be determined by the Superintendent).
Duty days shall be established by the School District, including those legal holidays on which the
School District is authorized to conduct school, and pursuant to such authority has determined to
conduct school. However, principals will receive eleven (11) holidays.

ARTICLE X. 403(B) PROGRAM

SECTION 1. ELIGIBILITY. Members of the Principals' Association who are employed by ISD
199 full-time and covered by this Agreement who have attained continuing contract status will be
eligible for a School District matching contribution to an approved 403(b) tax-sheltered annuity plan,
as set forth in, Section 2 of this Article and in accordance with Section 403(b) of the Internal Revenue

SECTION 2. MATCHING CONTRIBUTIONS. The School District shall make matching
contributions, on a dollar-for-dollar basis, to the qualified and approved 403(b) tax-sheltered annuity
plans of eligible principals. The School Districts matching contributions shall not exceed a total of $4,000 per year during the principal’s employment with the School District. Principals may defer more than the matching amount to a qualified and approved 403(b) Plan. The limits and restrictions on deferrals and contributions to a 403(b) Plan or other deferred compensation plans are governed by federal law. It is the principal’s sole responsibility to determine such limits and restrictions.

ARTICLE XI. ADDITIONAL PROVISIONS

SECTION 1. PROFESSIONAL DUES. The school district shall pay the annual dues for one (1) state professional organization and one (1) national professional organization for the principals.

SECTION 2. PROFESSIONAL DEVELOPMENT. The District will allow principals to attend relevant professional development as approved by the Superintendent and based on the availability of District funds. Principals may attend a national conference, paid by the District, with a maximum limit of $2,200 for expenses, every four (4) years with the approval of the Superintendent.

SECTION 3. MILEAGE. The principals will be compensated for authorized business use of their personal vehicle at the applicable federal rate. Request for mileage reimbursement will follow district process.

ARTICLE XII. POST RETIREMENT HEALTH INSURANCE

SECTION 1. ELIGIBILITY OF PERSONS EMPLOYED BY THE DISTRICT AS A PRINCIPAL PRIOR TO JULY 1, 2008. The District shall contribute a total amount of $80,000.00 to an eligible principal’s Retiree Medical Savings account with the Minnesota State Retirement System or other organization if: (a) the person has completed at least ten (10) years of full-time consecutive years of service with the District in a principal position; and (b) the principal has given written notice to the Superintendent of his/her intention to resign from the District by February 1 and the principal’s resignation is effective no later than June 30 of the same calendar year.

Subd. 1. The District’s contribution to the Retiree Medical Savings Account shall be deposited in the principal’s Retiree Medical Savings Account by June 15 of the calendar year of the principal’s resignation.

Subd. 2. If a principal dies subsequent to the last principal duty day, but prior to the deposit of funds into the principals’ Retiree Medical Savings Account, the District’s payment shall be made to the principals’ estate.

SECTION 2. ELIGIBILITY OF PERSONS EMPLOYED BY THE DISTRICT AS A PRINCIPAL AFTER JULY 30, 2008. The District shall contribute a total amount of $40,000.00 to an eligible principal’s Retiree Medical Savings Account with the Minnesota State Retirement System or other organization if: (a) the person has completed at least ten (10) years of full-time consecutive years of service with the District in a principal position; and (b) the principal has given written notice to the Superintendent of his/her intention to resign from the District by February 1 and the principal’s resignation is effective no later than June 30 of the same calendar year.

Subd. 1. The District’s contribution to the Retiree Medical Savings Account shall be deposited in principal’s Retiree Medical Savings Account by June 15 of the calendar year of the principal’s resignation.

Subd. 2. If a principal dies subsequent to the last principal duty day, but prior to the deposit of funds into the principal’s Retiree Medical Savings Account, the District’s payment shall be made to the principal’s estate.
SECTION 3: TERMINATION. Principal's whose employment is terminated pursuant to Minnesota Statutes, § 122.40 shall not be eligible for any benefits or contributions under this Article XII.

ARTICLE XIII. GRIEVANCE PROCEDURE

SECTION 1. PURPOSE AND PROCEDURE.

Subd. 1. Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working towards constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for a principal and his/her immediate supervisor to informally resolve grievances. It is recognized that sometimes matters cannot be resolved satisfactorily in this manner. A formal process is provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.

Subd. 2. The parties agree that grievance proceedings shall be kept as informal as may be appropriate. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of duty schedules.

SECTION 2. REPRESENTATIVE. The employee may be represented during any step of this procedure by the Association or its designee. The school district may be represented during any step of this procedure by its designated representative.

SECTION 3. GRIEVANCE DEFINITION. A "grievance" shall mean an allegation by a principal or group of principals resulting from a dispute or disagreement as to the interpretation of any term or terms of this Agreement.

SECTION 4. DEFINITIONS AND INTERPRETATIONS.

Subd. 1. The term "principal", except where otherwise indicated, is considered to apply to all members of the appropriate unit.

Subd. 2. An "aggrieved principal" or "grievant" refers to the principal or principals making the claim.

Subd. 3. The time limits provided in the grievance procedure shall be strictly observed but may be extended by the written agreement of the parties concerned. In the event the grievance is filed after May 1 of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the academic school year.

Subd. 4. Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by State Law.

Subd. 5. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default from 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, Sunday or legal holiday; in such an event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

Subd. 6. The filing or serving 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.

Subd. 7. The form to be used for the filing of grievance shall be provided by the school district. Such form shall be readily accessible in all school buildings.

SECTION 5. ADJUSTMENT OF GRIEVANCE TIME LIMITATION AND WAIVER.
The parties shall attempt to adjust all grievances which may arise during the course of employment of any principal within the School District in the following manner: If a principal believes there has been a grievance, he/she shall discuss the matter with the responsible administrator in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing, setting forth the facts and the specific provisions of the Agreement allegedly violated, and the particular relief sought. An alleged grievance must be presented in writing as promptly as possible and within twenty (20) days of the occurrence of the act or within twenty (20) days after the employee acquired or should, through the use of reasonable diligence, have acquired knowledge of the alleged violation. Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

Subd. 1. Level I: The written grievance, signed by the involved principal, must be presented to the responsible administrator within the time limits provided in section 5 (Article XIII). The responsible administrator shall meet with the principal within seven (7) days after the receipt of the written grievance and give a written answer to the grievance within five (5) days of the meeting. The principal has five (5) days in which to either accept the answer or appeal it in writing to the next level.

Subd. 2. Level II: If the grievance has not been resolved in Level I, it may then be processed to Level II by presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within ten (10) days after receipt of the written appeal to discuss the problem with the principal. Within seven (7) days of the meeting, the Superintendent or his/her designee shall submit his/her written answer to the grievance. The principal has five (5) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the office of the Superintendent.

Subd. 3. Level III: If the grievance has not been resolved at Level II, the grievance may be presented to the school board representatives for consideration. The school board reserves the right to review or not to review the grievance, but it must make that decision within fifteen (15) days after receipt of the written appeal. In the event the school board chooses to review a grievance, the school board or a committee thereof shall within fifteen (15) days meet to hear the grievance. After this meeting, the school board shall have a maximum of fifteen (15) days in which to answer the grievance in writing. If the matter is not resolved at this level, the principal has five (5) days in which to either accept the answer or appeal it to arbitration by filing such appeal in the office of the Superintendent. The school board reserves the right at its own insistence to review any decision under Level I or Level II of this procedure, provided the school board serves such notice within fifteen (15) days after the decision is issued. In the event the school board reviews a grievance under this subdivision (Article XIII, Section 5, subd. 3), the school board reserves the right to affirm, reverse or modify such decision.

Subd. 4. Denial of Grievance: Failure by the School District 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. This shall not negate the obligation of the School District to respond in writing at each level of this procedure.

Subd. 5. Subd. 3. Waiver: Provided both parties agree in writing, Subd. 3 of this grievance procedures may be bypassed and the grievance taken directly to arbitration.

SECTION 6. ARBITRATION.
Subd. 1. Procedure: In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration as defined herein.

Subd. 2. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may request the BMS to appoint an arbitrator, pursuant to the PELRA, provided such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. Failure to request an arbitrator from the BMS, within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 3. Submission of Grievance Information: a) Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall include the following:

Issue involved
Statement of the facts
Position of the grievant
Written documents relating to Section 5 of this article (Article XIII)

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

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by association representative(s) and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 5. Decision: The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decision as provided by the PELRA, as amended.

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 shall be made of the hearing at the request of either party. The parties shall bear 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 the parties mutually agree are necessary for the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 7. Restriction on Arbitrator: The Arbitrator shall not have the power to add to, subtract from, or modify the terms of this agreement.

ARTICLE IXV. DURATION

SECTION 1. TERM AND REOPENING. This Contract shall remain in full force and effect for a period commencing July 1, 2020, unless provided otherwise herein, through June 30, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Contract.

SECTION 2. EFFECT. This Contract constitutes the full and complete Agreement between the School District and the Principals' Association, the exclusive representative of the principals. The provisions herein relating to terms and conditions of employment supersede any and all prior
contracts, resolutions, practices, School District policies, and rules and regulations concerning the
terms and conditions of employment inconsistent with these provisions.

SECTION 3. FINALITY. The terms and conditions set forth in this Contract represent the full
complete understanding and commitment between the School District and the Principals' 
Association. Also, this Contract shall not be open for negotiations during its term, except by mutual
agreement.

SECTION 4. INDIVIDUAL CONTRACTS. Individual contracts issued by the School District and
executed by an individual principal shall not contain any provisions regarding terms and conditions
of employment that are inconsistent with this Contract. In the event of a conflict as to a term and
condition of employment between the individual Contract and this Contract, the provision of this
Contract shall be controlling only as to the term and condition of employment.

SECTION 5. Provisions of this Contract are not retroactive to any previous member or members.

SECTION 6. SEVERABILITY. The provisions of this Contract shall be severable, and if any
provisions thereof or the application of any such provision under any circumstance is held invalid, it
shall not affect any other provision of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Contract as follows: FOR THE INVER GROVE
HEIGHTS SCHOOL DISTRICT 199 AND FOR THE INVER GROVE HEIGHTS PRINCIPALS' 
ASSOCIATION

Dated: ____________________________  Dated: ____________________________

[Signature]
School Board Chair

[Signature]
School Board Clerk

[Signature]
President

[Signature]
Negotiator

[Signature]
Negotiator

[Signature]
Negotiator