

July 1, 2021 – June 30, 2023

Ratified by the School Board on February 28, 2022

CONTRACT

between

**Independent School District No. 271
Bloomington, Minnesota**

and

Bloomington Principals' Association

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SECTION 1 – PURPOSE

1.1 Parties

This Contract, entered into between Independent School District No. 271, Bloomington, Minnesota, hereinafter referred to as the District and the Bloomington Principals' Association, hereinafter referred to as the Association, pursuant to and in compliance with Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals during the duration of this Contract.

SECTION 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 Recognition

In accordance with the PELRA, the District recognizes the Association as the exclusive representative of principals employed by the District, which exclusive representative will have those rights and duties as prescribed by the PELRA and as described in the provisions of this Contract.

2.2 Appropriate Unit

The Association will represent all District employees of the above unit as defined in Section 3, in PELRA, and in certification by the Bureau of Mediation Services.

SECTION 3 – DEFINITIONS

3.1 Description of Appropriate Unit

All personnel defined as principals will be included in this unit with the exception of those employees not eligible as defined in PELRA.

3.2 Principal

All personnel employed as elementary principals, secondary principals, and assistant principals.

3.3 Secondary

Middle school and high school.

3.4 Hire Date

The first paid day of work in the District without a Break in Service, excluding temporary or substitute employment. Hire Date may differ from Seniority Date.

3.5 Break in Service

A resignation, retirement, or termination. This does not include layoffs (as long as the principal retains recall rights), long-term disability leave, workers compensation leave, Board-approved leave, or voluntary or involuntary interruption of employment less than one (1) calendar year.

3.6 Seniority Date

The first paid day of work in a position in the principals' bargaining unit covered by this Contract without a Break in Service, excluding temporary or substitute employment. Seniority Date may differ from Hire Date.

3.7 Other Terms

Terms not defined in this Contract will have those meanings as defined by PELRA.

SECTION 4 – DISTRICT RIGHTS

4.1 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

4.2 Effect of Laws, Rules, and Regulations

The Association recognizes that employees covered by this Contract will perform the services prescribed by the District and will be governed by Federal laws, the law of the State of Minnesota, and state and federal rules and regulations.

4.3 District Right of Assignment and Transfer

The District will retain the right of principal assignment and transfer. If a principal is assigned or transferred involuntarily to a position of lesser salary, the principal will continue to qualify for the principal's previous position salary unless the reassignment and reduction in salary is deemed a demotion based on just cause. This Section will not apply to assignment and transfer based on layoff.

SECTION 5 – ASSOCIATION RIGHTS

5.1 Right to Views

Nothing contained in this Contract will 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 or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative, if there be one.

5.2 Dues Check-Off

The principals will have the right to request and be allowed dues check-off for the Association. Upon receipt by October 1 of a properly executed authorization list of the principals involved, the District will deduct from the principal's paycheck the dues that the principal has agreed to pay to the Association during the period provided in said authorization.

5.3 Personnel Files

Only one official personnel file will be maintained on any principal and will be made available to each individual principal or the principal's representative upon written request. The principal will have the right to reproduce any of the contents of the file at the principal's expense and to submit for inclusion in the file written information in response to any material contained therein.

5.4 Use of Facilities

The Association will be permitted the use of school property at reasonable times provided that this will not interfere with or interrupt normal school operations. Principals will have the right to post notices of Association activities and matters of professional importance to the principals.

5.5 Association Business

The Association, as exclusive representative, will have up to ten (10) days with pay per year of Association leave for attending mediation and arbitration meetings. Use of such leave must be made upon written application to the Superintendent or designee at least five (5) working days in advance.

5.6 Fair Share

The District recognizes the provisions of Minnesota Statutes Annotated 179A.06, Subdivision 3.

5.7 Waiver of Rights

Nothing in this Contract will constitute a waiver of any statutory right of any principal under M.S. 122A.40.

SECTION 6 – BASIC SCHEDULES AND RATES OF PAY

6.1 Salary Calculations

Schedule A is effective July 1, 2021 to June 30, 2023. Principals will be paid per this Contract until such time as a successor contract is negotiated and ratified.

6.2 Schedule of Payment

The annual salary will be paid in twenty-four (24) equal checks.

6.3 Withholding of Pay Increase

The District may withhold payment of a pay increase from a principal for just and sufficient cause. If the District contemplates the identification of a principal from whom it anticipates the potential withholding of a

pay increase, the District will notify the principal and Association President (or designee). Subsequently, the appropriate District supervisor will arrange for conferences outlining concerns and the possible corrective measures with the principal and the Association representative. Following the aforementioned conferences, if the District acts to withhold pay, the District will notify the principal and the Association President (or designee). At the option of the Association, the matter will be submitted directly to arbitration per Section 12.6. Throughout this procedure, the principal will have the option of including a representative of the principal's choice.

6.4 Extra Assignment

If the District and the Association agree to give a principal an extra assignment, hourly compensation for the extra assignment will be based on the principal's per diem, pro-rated to an eight (8) hour day. An extra assignment will not be for committee work, but for extraordinary duties, such as covering vacancies or training new staff in another school while doing the principal's primary assignment duties.

6.5 Re-employment

If re-employed without a Break in Service, principals will (a) be credited with their previously accrued sick leave, (b) placed on their previous salary step, (c) reinstated with their previous Hire Date and Seniority Date, and (d) receive benefits specified in Appendix A based on their previous Hire Date or Seniority Date.

6.6 Dues

The District will pay dues for one State and one National professional organization for each principal.

SECTION 7 – GROUP INSURANCE

7.1 Insurance Eligibility

Principals authorized for no less than thirty (30) hours per week will be eligible for benefits in this Section. Principals will be eligible for participation in the District group insurance on the first day of the month after their Hire Date through the last day of the last month of employment.

7.1.1 Spousal: To be eligible for spousal coverage, (1) the principal's spouse must be employed full-time in the District, (2) the principal must elect dependent coverage, and (3) the principal's spouse must not elect any other coverage. For the purposes of this Section, "spouse" is defined by state law.

7.2 Health/Hospitalization Insurance

7.2.1 Health/Hospitalization Insurance Plan: The District will provide for all principals a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service regulations.

a. Plan Year: The plan year will run from July 1 to June 30.

b. Deductibles: Deductibles will be the minimum allowed by the IRS. Deductibles will be indexed in future years per IRS regulations, which may result in increases. Per IRS regulations, the deductibles for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$1,400.00	\$2,800.00
2022-2023	\$1,400.00	\$2,800.00

c. Out-of-pocket maximums for in-network coverage: The out-of-pocket maximums for those using only in-network providers will be equal to the deductibles.

d. Out-of-pocket maximums for out-of-network coverage: The out-of-pocket maximums for out-of-network coverage will be the maximum allowed by the IRS. Out-of-pocket maximums for out-of-network coverage will be indexed in future years per IRS regulations. Per IRS regulations, the out-of-pocket maximums for out-of-network coverage for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$7,000.00	\$14,000.00
2022-2023	\$7,050.00	\$14,100.00

7.2.2 District Contribution

- a. Hired on this Contract before September 1, 2010:** The District will contribute one hundred percent (100%) of the monthly premium for single, E+1, or family coverage for District Health/Hospitalization Insurance.
- b. Hired on this Contract on or after September 1, 2010:** The District will contribute one hundred percent (100%) of the monthly premium for single coverage or eighty percent (80%) of the monthly premium for E+1 or family coverage for District Health/Hospitalization Insurance. Principals will pay by payroll deduction the difference, if any, between the premium and the District contribution.
- c. Spousal:** For eligible principals, the District will contribute one hundred percent (100%) of the monthly premium for E+1 or family coverage for District Health/Hospitalization Insurance.

7.2.3 District Contribution Exclusion: Principals who have health/hospitalization insurance coverage under another plan may participate in the District Health/Hospitalization Insurance, but they will receive no District contribution toward the monthly premium. This does not include principals who receive Medicare, or Tri-Care, Veterans Affairs (VA) benefits, or exceptions granted by the Executive Director of Human Resources due to hardship.

7.2.4 Hold-Harmless Clause: The Association agrees to join in the defense of any and all suits or claims, except those initiated by the Association, which may arise out of or by reason of the District contribution toward health/hospitalization insurance. The liability for any final disposition of any action, suit, or claim will be borne by the District.

7.3 Health Savings Account (HSA)

7.3.1 Contributions: The District will contribute into an HSA in twelve (12) monthly installments the following annual amounts for each principal who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) scheduled to return to work for the following school year:

- a. Annual District HSA Contribution:** The District will contribute an amount equal to fifty percent (50%) of the principal's deductible to each principal's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$700.00	\$1,400.00
2022-2023	\$700.00	\$1,400.00

- b. Spousal:** For Employee-plus-One coverage, the District will deposit one District Employee-Only HSA Contribution for each principal and District-employed spouse. For Family coverage, the District will contribute one half (1/2) of the total of one District Employee-Only HSA Contribution plus one District Family HSA Contribution for each principal and District-employed spouse. Deposits will be made in separate HSAs per Internal Revenue Service (IRS) regulations, as follows:

Year	Employee-plus-One Coverage	Family Coverage
2021-2022	\$700.00 each	\$1,050.00 each
2022-2023	\$700.00 each	\$1,050.00 each

- c. Indexing:** Deductibles will be indexed in future years per IRS regulations, which may result in increases in the annual District HSA contribution.

7.3.2 Newly Hired: In the school year first employed, the District will contribute into an HSA for each newly hired principal the amounts specified in Appendix B – District HSA Contribution for New Hires.

7.3.3 On Leave: In the same manner as for active principals, the District will contribute into an HSA for each principal who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance; and (3) on a Board-approved leave or a paid leave per this Contract.

7.3.4 Hardship Advance: When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution and your HSA account has no existing funds, principals may ask for their remaining

District HSA contribution in advance, provided they submit receipts or other documentation.
Hardships will be determined on a case-by-case basis by the Executive Director of Human Resources.

7.4 Dental Insurance

The District shall provide a Dental Insurance program for principals and families.

- 7.4.1 District Contribution for Principals Hired before September 1, 2010:** The District will contribute one hundred percent (100%) of the cost of the employee-only and family monthly premium for District Dental Insurance.
- 7.4.2 District Contribution for Principals Hired on or after September 1, 2010:** The District will contribute one hundred percent (100%) of the cost of the employee-only monthly premium and eighty percent (80%) of the family monthly premium for District Dental Insurance. Principals will pay by payroll deduction the difference, if any, between the premium and the District contribution.
- 7.4.3 Spousal District Contribution:** For eligible principals and their full-time District-employed spouses, the District will contribute one hundred percent (100%) of the monthly premium for family District Dental Insurance.

7.5 Life Insurance

The District will contribute the entire premium cost of the District's Life Insurance Policy for all eligible principals.

- 7.5.1 Amount:** Eligible principals are insured to an amount equal to two (2) times annual salary rounded to the nearest one thousand dollars (\$1,000.00). Basic wages do not include pay for extra assignments.
- 7.5.2 AD&D – Principal Only:** The Policy will include an accidental death and dismemberment (AD&D) policy for principals only.
- 7.5.3 Spouse and Dependents:** The principal's spouse and dependent children to age twenty-six (26) are insured for two thousand dollars (\$2,000.00) life insurance only, excluding AD&D.
- 7.5.4 Additional Life Insurance:** If enrollment warrants, the District will make available additional term life insurance paid in full by the principal through payroll deduction.

7.6 Long-Term Disability Insurance (LTD)

The District will contribute the entire premium cost of the District's Long-Term Disability Insurance Policy for eligible principals.

- 7.6.1 Amount:** LTD Insurance purchased by the District will be based on income support of sixty-six and two-thirds percent (66 2/3%) of the principal's basic wage, as defined by the Policy.
- 7.6.2 Waiting (Elimination) Period:** Principals who are disabled and absent from work for ninety (90) consecutive calendar days will convert to LTD on the first day of eligibility.
- 7.6.3 Exclusion for Pre-existing Conditions** No benefits will be paid for disability due to a pre-existing condition, if the principal becomes disabled during the first twelve (12) months from Hire Date. A pre-existing condition is defined by the Policy.
- 7.6.4 Benefits:** Principals who convert to LTD will no longer be eligible to earn or receive District wages, sick leave, earned personal leave, or other District paid benefits effective the first day of LTD, until such time the principal returns to active employment.
- 7.6.5 Use of Sick Leave:** Principals may use accrued sick leave, if available, during the ninety (90) day waiting period, and thereafter.

7.7 Duration of District Insurance Contributions

Principals are eligible for District contributions as provided in Section 7 while employed by the District and on paid status.

- 7.7.1 Medical Leaves Up to Twelve Weeks:** Principals who are (1) unable to work, (2) on a District-approved medical leave, and (3) enrolled in the District Health/Hospitalization Insurance will be eligible for continuation of District insurance contributions for up to twelve (12) weeks from the date when their medical leave started.
- 7.7.2 Medical Leaves Up to Twelve Months:** Principals who are (1) unable to work, (2) on a District-approved medical leave, (3) enrolled in the District Health/Hospitalization Insurance, and (4) qualified for LTD will be eligible for continuation of District insurance contributions for up to twelve (12)

months from the date when their medical leave started.

7.7.3 Workers Compensation: Principals receiving workers compensation disability income benefits resulting from injury or illness incurred as employees of the District will be eligible for continuation of District insurance contributions.

7.7.4 Termination: Upon termination of employment, all District contributions for group insurance will cease on the last day of the month, except as provided for in retirement or by the insurance plans/policies.

7.8 Selection of Carrier

The District will make the selection of the insurance carrier and insurance policies.

7.9 Retirement Group Insurance

Retirees will be eligible for group insurance as defined in Section 10 – Retirement.

**SECTION 8 –
ABSENCES, LEAVES, AND HOLIDAYS**

8.1 Sick Leave

8.1.1 Accrual: Principals will earn sick leave at a rate of twelve (12) days per year. Principals who work less than a full year will receive a prorated amount of sick leave. Sick leave will be credited in full at the beginning of each school year, but should the principal leave employment or move to unpaid status during the school year, sick leave that was credited but unearned will be returned to the District. Unused sick leave is subject to unlimited accumulation.

8.1.2 Use of Sick Leave

- a. Principals may use sick leave for themselves or their dependent children (under age 18 or under age 20 still attending secondary school) for the following reasons: medical illness, dental emergencies, medical disability associated with childbirth, and routine appointments that cannot be scheduled outside the workday.
- b. For routine appointments that cannot be scheduled outside the workday, it is highly recommended that principals schedule these appointments at the beginning or end of the workday.

8.1.3 Workers Compensation: A principal compensated for absences under workers compensation will continue to receive full pay as long as the principal has available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the principal's full wage. While on paid status with the District, the principal will continue to accrue sick leave and will be eligible for District paid benefits.

8.1.4 Long-Term Disability (LTD): Principals may use accrued sick leave for LTD per Section 7.6.5.

8.1.5 Childbirth Leave: The District will grant up to five (5) paid days of childbirth leave for workdays that occur within seven (7) calendar days of the birth (the day of birth included) to principals, spouses, and domestic partners, including any medical disability associated with childbirth. It will not be deducted from sick leave.

8.2 Child Adoption Leave

The District will grant principals up to a total of twenty (20) days of child adoption leave. The first five (5) days will be paid and not deducted from sick leave; the remaining days will be deducted from available sick leave or unpaid, if sick leave is exhausted. Adoption leave may include, but is not limited to: pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings.

8.3 District-Approved Leave (formerly Emergency or Required Leave)

Subject to the prior approval of the District, principals may be absent without loss of pay for reasons of required legal appearances/jury duty, or bereavement. Such absences will be at the discretion of the District, but will never be allowed for recreation, absence of personal choice, or for activities, which could be conducted outside the principal's scheduled workday.

8.3.1 Other Illness: In addition to district-approved leave, principals may use up to five (5) days of sick leave per occurrence for illness of an adult child, spouse, parent, or other dependent adult, or as allowed by state law.

- 8.3.2 Special Circumstances:** Principals may request district-approved leave in cases where an illness of a dependent child exceeds ten (10) workdays and the principal has no accumulated sick leave.

8.4 Earned Personal Leave

Subject to the prior approval of the District, principals may use up to five (5) days of earned personal leave per year. Beginning July 1, 2022, principals may use up to six (6) days of earned personal leave per year.

- 8.4.1 Upon Employment:** Upon employment, principals will be credited with three (3) days of earned personal leave.
- 8.4.2 Subsequent Years:** On July 1 of each subsequent year, principals will earn one (1) day of earned personal leave per year, accumulating to a maximum of five (5) days. Beginning July 1, 2022, and on each subsequent year, principals will earn three (3) days of earned personal leave per year, accumulating to a maximum of six (6) days.
- 8.4.3 Blackout Days:** Principals may not use personal leave days on the following blackout days: first and last student contact days, all parent-teacher conference days, and all District workshop days.
- 8.4.4 Short-Term Unpaid Leave:** Principals may be granted up to two (2) days of unpaid leave per year without accumulation, provided that they use one (1) day of earned personal leave for each one (1) day of unpaid leave. The combination of unpaid leave and earned personal leave will not exceed a total of five (5) days.

8.5 Holidays

Principals will receive holiday pay for a total of eleven (11) holidays per year: Labor Day, Thanksgiving Day, the Friday after Thanksgiving, four (4) winter break days to be determined by the District, Martin Luther King Jr. Day, Presidents' Day, one (1) day over spring break to be determined by the District, and Memorial Day.

- 8.5.1 Leaves:** Principals on leaves of absence without pay will not receive holiday pay for days that fall within that period.
- 8.5.2 New to District:** New principals will not receive pay for holidays that occur before employment.

8.6 Leave of Absence without Pay

At the discretion of the District, principals may be granted a leave of absence of up to one (1) year without pay or District paid benefits.

- 8.6.1 Notice:** On or about January 15 of each year, the District will issue a written notice of reminder to principals scheduled to return from leave at the start of the next school year. By February 15, the principal will respond with written notice of intent relative to return. Failure to respond by February 15 will provide clear presumption of intent not to return.
- 8.6.2 Failure to Return to Work:** Any principal who fails to return to employment at the end of the approved leave period will be voluntarily resigned from employment.

8.7 Professional Leave

At the discretion of the District, a principal may be granted daily absences for professional reasons without disruption of pay or benefits.

8.8 Military Leave

Military leave will be in accordance with State and Federal law.

8.9 Loss of Time Due to Assault or Threat

- 8.9.1 Assault:** A principal absent from work as a result of an assault while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any reoccurrence thereof. An absence under workers' compensation will limit the obligation of the District to the difference between workers' compensation and the principal's daily rate of pay as of the date of continuous absence. This paid leave will cease when the principal satisfies the qualifying period for long-term disability.
- 8.9.2 Threat:** A principal absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) paid leave days. Such days will not be charged to sick leave or any other leave.
- 8.9.3 Police Report:** In order to be eligible for this leave, the principal must file a police report regarding the incident precipitating the use of this leave.

8.10 Examinations

The District may request a physical or psychological examination if there is evidence that the principal's capabilities have been impaired and there is a change in their condition since employment. The District will select the physician or psychologist and pay for the examination. Principals experiencing repeated absences due to illness may be required to furnish medical proof of illness.

8.10.1 Long-Term Leave: Principals who fail to qualify for a position either physically or psychologically may request a one-year medical leave of absence. Principals unable to return to work after a one-year leave of medical absence will be separated from employment, unless otherwise required by law.

**SECTION 9 –
WORKING CONDITIONS****9.1 Principal Duty Days**

Prior to April 1 of each year, the District will establish the number of school days and principal duty days for the next school year, and the principal will perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority as determined to conduct school.

9.2 Length of Contract

The District reserves the right to employ a principal at less than the usual number of contract days (see salary schedules) but for no less than two hundred ten (210) days. The principal's salary will be reduced accordingly, based on the principal's daily rate of pay. An individual principal's number of duty days will only be reduced by mutual agreement of the District, the building principal and the principal involved.

9.3 Emergency Closings

In the event of a contract day lost for any emergency, the District may establish another day in lieu thereof when principals will perform their regular duties.

9.4 Provisions Regarding Work Stoppage by Other District Employees

Principals, during a strike or work stoppage by other District employees and during any extended school year resulting from such strike or work stoppage, will report for duty to carry out District policies and directions on days determined by the District.

9.4.1 Compensation: If principals work more than their normal amount of contract days because of a work stoppage by other employees, they will be compensated at scheduled rates on a daily rate of pay basis for the extra days.

9.5 Probationary Period

Principals who have achieved continuing contract status as a teacher in the District or assistant principals who are promoted to principal positions in the District will serve a one-year (1-year) probationary period. If the District determines during the probationary period that the probationary principal's performance is substandard, the principal may be returned to the classroom or placed in another position in the District at any time during that probationary period. Such action by the District during the probationary period will not be subject to the grievance procedure.

9.6 Professional Growth Fund

The District will deposit one thousand five hundred dollars (\$1,500.00) per principal per year into the principal's building funds. Subject to supervisor review, these funds will be designated as Professional Development Fund (PDF) for the purpose of improving instruction, developing leadership skills, and for other professional activities or supplies related directly to that activity, such as books or reading material, but will not be used to purchase technology equipment. Any remaining monies will rollover into the following year, with a maximum accumulation of six thousand dollars (\$6,000.00).

**SECTION 10 –
RETIREMENT****10.1 403(b) Plan (Tax Sheltered Annuities)**

Upon employment, principals are eligible to participate in the District 403(b) plan, if authorized to work for no less than twenty (20) hours per week.

10.1.1 District Match: Upon employment (based on Hire Date in Appendix A), eligible principals will receive the District match of up to three percent (3%) of their basic salary into their 403(b), as limited by state law and outlined in this Section, if:

- a. They are enrolled in the District 403(b) plan, and
- b. They authorize an equivalent amount or more by payroll deduction.

After completing eighteen (18) years of service, the District match will move to four percent (4%) of their basic salary.

10.1.2 Supplemental: Additionally, principals who are not eligible for the District match may contribute to their 403(b) account as allowed by IRS regulations and District policy. Such contributions shall be deducted from the principal's salary with the entire cost paid by the principal.

10.1.3 Legal: The 403(b) plan and District match will be subject to all applicable state and federal laws, rules and regulations.

10.2 Retirement Health and Dental Insurance

Eligibility of the retired principal, spouse, and dependents for continued participation in District group insurance will be determined by applicable state and federal law.

10.2.1 District Contributions: Upon retirement if eligible based on Hire Date in Appendix A (after approximately 10 years), retired principals who are at least age fifty-five (55) will be eligible for District paid contributions toward the District health/hospitalization insurance and dental insurance at the amount set at time of retirement. Retired principals will pay the difference, if any, between the premium and the District contribution.

- a. **Basis:** Retired principals will be eligible for District contributions based on coverage elected in the last one (1) year preceding retirement.
- b. **Duration:** When retired principals reach the age of Medicare eligibility, District contributions will cease.
- c. **Notification of Retirement:** To be eligible for the District contribution, principals must provide written notice of retirement ninety calendar (90) days prior to retirement, unless the District waives this requirement.
- d. **Termination:** Principals terminated for cause will not be eligible for District contributions.

10.2.2 Level of Benefits: Retired principals will receive the same level of benefits each year as current principals actively employed.

10.3 Retirement Life Insurance

Upon retirement if eligible based on Hire Date in Appendix A (after approximately 10 years), principals who are at least age fifty-five (55) will be eligible for continued participation in the District life insurance program with District paid premiums for coverage the principals received at the time of retirement.

10.3.1 Duration: When retired principals reach the age of Medicare eligibility, the District contribution will cease.

10.3.2 Notification of Retirement: To be eligible for the District contribution, principals must provide written notice of retirement ninety calendar (90) days prior to retirement, unless the District waives this requirement.

10.3.3 Termination: Principals terminated for cause will not be eligible for the District contribution.

10.4 Severance Pay

Principals will be eligible for severance pay based on Seniority Date in Appendix A after approximately 10 years and age 55 or after approximately 5 years and age 60, unless noted in section 10.4.10.

10.4.1 Service Credit Days: Principals will receive thirty (30) service credit days upon employment. Thereafter, they will earn ten (10) service credit days for each full year of full-time service, up to a maximum of one hundred eighty (180) service credit days.

10.4.2 Salary Day: Salary day is defined as the highest daily salary received in the last full year of full-time employment, excluding extra assignments.

10.4.3 Calculation: Severance pay equals total service credit days (not to exceed 180 days) times salary day.

10.4.4 Deposits: The District will deposit the calculated severance pay within thirty (30) days of resignation

to the maximum allowed by law into a 403(b) and/or a 457 account(s) established by the principal. The District's annual contribution into the principal's 403(b) and/or a 457 account(s) must not exceed IRS contribution limits. If the principal has a remaining balance, the District will deposit the remaining balance into the Minnesota Post Retirement Health Care Savings Plan (MSRS HCSP). If the principal dies before any payout, the District will pay severance pay to the principal's named beneficiary, if any, or otherwise to the principal's estate.

10.4.5 Notice of Resignation: In order to be eligible for severance pay, principals must give written notice per the table below, unless the District waives this requirement

Notice	Severance Received
90+ days	100%
60-89 days	75%
30-59 days	66%
Less than 30 days	50%

10.4.6 Reassignment: Principals who are reassigned to teacher positions due to the provision of Minnesota Statutes 122A.40 and are later reinstated will be given severance service credit as if they had remained on this Contract.

10.4.7 Layoff: A principal will be eligible for severance pay upon layoff provided that the principal resigns and waives all reassignment and recall rights.

10.4.8 Retirement: Retirement will be considered the same as resignation.

10.4.9 Limitation: The Association and the District recognize that severance pay will be limited to the extent allowable under prevailing law.

10.4.10 Severance Pay under the 2006-2008 Contract: Principals eligible for severance pay who were hired before September 1, 2008 will receive the benefits under the terms of this Contract or the 2006-08 Contract, whichever are greater.

SECTION 11 – LAYOFF

11.1 Definition

The provisions of this Section will be applicable under conditions of a need to place one or more principals on layoff resulting from discontinuance of a principal position(s).

11.2 Minnesota Statutes

In the event a principal must be reassigned or placed on layoff because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, the provisions of Minnesota Statutes Sec. 122A.40 will apply, except as modified in this Section.

11.3 Classifications

11.3.1 Order: A principal may only bump the least senior principal, as outlined in the following table. In no

case will a principal bump a more senior principal.

Classification	In this order, MAY bump the least senior	MAY NOT bump into these classifications
Secondary Principal	1. Secondary Principal 2. Secondary Assistant Principal	Elementary Principal Elementary Assistant Principal
Secondary Assistant Principal	Secondary Assistant Principal	Secondary Principal Elementary Principal Elementary Assistant Principal
Elementary Principal	1. Elementary Principal 2. Elementary Assistant Principal	Secondary Principal Secondary Assistant Principal
Elementary Assistant Principal	Elementary Assistant Principal	Elementary Principal Secondary Principal Secondary Assistant Principal

11.3.2 Exception: If a principal has worked within the previous five (5) years in an assignment in a classification different than the principal's current assignment, the principal may bump the least senior principal in that classification.

11.4 Seniority for Determining Order of Layoff

Seniority Date is defined in Section 3.6 as the first paid day of work in a position in the principals' bargaining unit covered by this Contract without a Break in Service, excluding temporary or substitute employment. Seniority Date may differ from Hire Date. Ties in seniority will be broken in the following order:

11.4.1. Seniority Date: The principal with the lower Seniority Date will be deemed most senior.

11.4.2 Service in Minnesota Public Schools: The principal with the most years of service as a full-time principal in Minnesota public schools will be deemed most senior.

11.4.3 District Employee Number: The principal with the lower District employee number will be deemed most senior.

11.5 Reassignment to an Administrative Position

A principal on temporary or special assignment in administration will retain and accrue seniority in the principal's former classification until such time as the temporary or special assignment becomes a permanent position, or until reassigned into the principal's former position.

11.6 Reassignment to a Non-Administrative Field

Determination of seniority for purposes of reassignment to a non-administrative field will be based solely upon seniority as defined in this Section.

11.7 Reassignment Rights from Layoff or a Non-Administrative Field Assignment

In the event of a principal's position vacancy, a principal will retain the right to reinstatement to a principal's position as described in this Section in the inverse order of their placement on layoff or acceptance of reassignment to a non-administrative field.

11.8 Reinstatement

Reinstatement rights will automatically cease five (5) years from the date of layoff or reassignment, and no further rights to reinstatement or reassignment will exist unless extended by written mutual consent with each qualified principal.

11.8.1 Time Served in Non-Administrative Field: Time served while assigned in a non-administrative field will count towards seniority within the principal's seniority classification.

11.8.2 Reinstatement Rights: In the event of a tie and more than one principal was placed on layoff or reassigned as provided in this Section during the same contract year, reinstatement rights will be determined by seniority and tie-breakers.

11.9 Hearing Rights

Principals proposed for layoff or reassignment will be entitled to the notice and hearing rights specified in

M.S. 122A.40.

11.10 Effect

This Section will not be construed to limit the rights of any other licensed employee not covered by this Contract or other contracts affecting such licensed employee.

SECTION 12 – GRIEVANCE PROCEDURE

12.1 Grievance Definitions and Interpretations

12.1.1 Grievance: A "grievance" is an alleged violation, misinterpretation, or misapplication of the terms and conditions of this negotiated agreement.

12.1.2 Days: Reference to "day" regarding time periods will be any calendar day excluding Saturdays, Sundays and legal holidays.

12.1.3 Time Limits: Time limits specified in this contract will be strictly adhered to and may only be extended by mutual agreement. Failure of the principal or the Association to file a grievance or to appeal a grievance decision within the time limits will constitute a waiver of the grievance. Failure of the District to respond within the time limit will constitute a denial of the grievance.

12.1.4 Computation of Time: In computing any period of time in this procedure, the date of the act, event or default will not be included. The last day of any time period will end at the close of District office hours; however, a United States Postal Service postmark prior to 12:00 midnight of the final day will be deemed timely.

12.2 Filing of a Grievance

A valid filing of a grievance will be submitted in writing within twenty (20) days of the date the grievant knew or should have known of the act or event, which forms the basis of the grievance. The grievance form will be submitted to the Level One immediate supervisor with a copy to the Executive Director of Human Resources. The written grievance form will include all relevant information, including, but not necessarily limited to:

- Name(s) of the grievant
- Description of the grievance act or event
- Date of occurrence
- The specific section(s) and sub section(s) of the negotiated contract alleged to have been violated, misinterpreted, or misapplied
- The relief sought
- Date of filing

12.3 Initiating Level

Normally grievances will be initiated at Level One; however, to expedite issues, which require a District-wide perspective for resolution, with the mutual agreement of the Association and the District, the grievance may be initiated at any level of the proceedings.

12.4 Level One – Immediate Supervisor

Within ten (10) days of receipt of the grievance, the immediate supervisor will issue a written response to the grievant, with copies to the designated Association representative and to the Executive Director of Human Resources.

12.5 Level Two – Superintendent

In the event the grievance is not resolved at Level One, the grievance may be appealed to the Superintendent/designee, provided such appeal is made in writing within five (5) days of receipt of the Level One decision. Within fifteen (15) days after the grievance has been filed at Level Two, the Superintendent/designee will issue a written Level Two grievance response.

12.6 Level Three – Arbitration

In the event that the grievance is not resolved the grievant may submit to arbitration as defined herein.

12.6.1 Filing: A grievance submitted to arbitration will be filed with the Bureau of Mediation Services (BMS) within ten (10) days of receipt of the Level Two District grievance response, with a copy to the Executive Director of Human Resources.

- 12.6.2 Issue:** The issue as submitted to the BMS and the arbitrator will be restricted to the grievance issue as defined by the Contract or as reviewed by the District and the grievant(s) in the grievance proceedings under this Contract.
- 12.6.3 Procedures:** The procedures for selecting an arbitrator and for the arbitration proceedings will be under the rules as established by the BMS.
- 12.6.4 Expense:** Each party will bear its own expense in connection with the arbitration. The parties will share equally fees and expenses of the arbitration.
- 12.6.5 Decisions:** The decision by the arbitrator will be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly presented will be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in PELRA.
- 12.6.6 Jurisdiction:** The arbitrator will 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 will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Contract; nor will 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 will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection and direction and number of personnel. In considering any issue in dispute, and in issuing an order for same, the arbitrator will give due consideration to the statutory rights and obligations of public school boards to efficiently manage and conduct their operations within the legal limitations surrounding the financing of such operations.

12.7 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 Contract, will immediately thereupon waive any and all rights to pursue a grievance under this Section. Upon instituting a proceeding in another forum as outlined herein, the principal will waive his/her right to initiate a grievance pursuant to this Section, or, if the grievance is pending in the grievance procedure, the right to pursue it further will be immediately waived. This Section will not apply to actions to compel arbitration as provided in this Contract or to enforce the award of an arbitrator.

**SECTION 13 –
DURATION**

13.1 Term

This Contract will remain in full force and effect for a period commencing on July 1, 2021, and ending June 30, 2023, and thereafter until modifications are made pursuant to the PELRA.

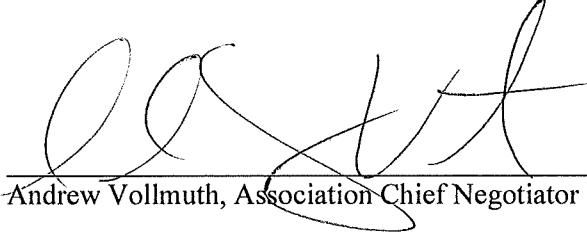
13.2 Severability

The provisions of this Contract will be severable, and if any provision within this Contract or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of the Contract or the application of any provision of this Contract.

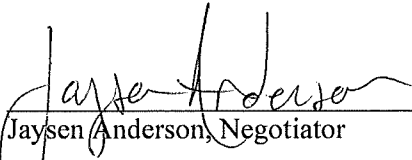
13.3 Effect

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

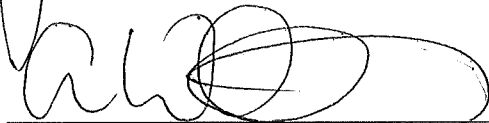
FOR: *Bloomington Principals' Association*



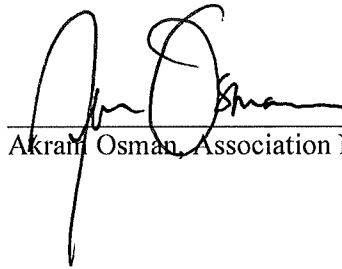
Andrew Vollmuth, Association Chief Negotiator



Jaysen Anderson, Negotiator

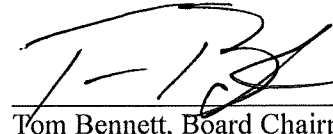


Andrew Wilkins, Association Negotiator

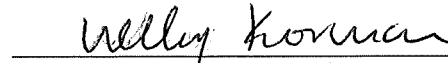


Akram Osman, Association Negotiator

**FOR: *Independent School District No. 271
Bloomington Public Schools***



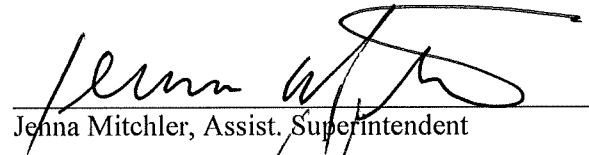
Tom Bennett, Board Chairperson



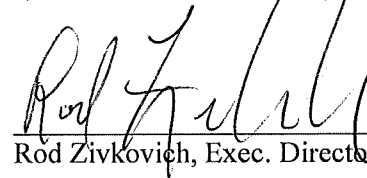
Nelly Korman, Board Clerk



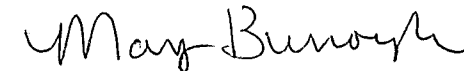
Matt Dymoke, Board Representative



Jenna Mitchler, Assist. Superintendent



Rod Zivkovich, Exec. Director - Business Services



Mary Burroughs, Exec. Director - Human Resources

**SCHEDULE A –
JULY 1, 2021 – JUNE 30, 2023**

LEVEL	RESPONSIBILITY FACTOR	WORKDAYS (including Holidays)
High School Principal	1.294	235
Middle School Principal	1.220	229
Elementary Principal	1.167	223
High School Assistant Principal - Scheduler	1.138	234
High School Assistant Principal	1.120	230
Middle School Assistant Principal	1.117	229
Elementary Assistant Principal	1.060	223

2021-2022 PEG Salary	\$119,878.00 (one hundred ten thousand five hundred thirty-one dollars) for 1.0 FTE.
2022-2023 PEG Salary	\$122,575.00 (one hundred twelve thousand seven hundred forty-two dollars) for 1.0 FTE.
Responsibility Factor	A multiplier based on the responsibilities of the different positions covered by this Contract.
Previous Experience Factor (YRS-OUT)	Upon hire, principals will receive an increase to the PEG salary of twenty-five-hundredths percent (0.25%) for each year of experience outside the District as principal, assistant principal, or equivalent position that requires a principal license, up to a maximum of five (5) years. The Executive Director of Human Resources will determine equivalency.
District Experience Factor (YRS-IN)	On July 1 of each year, principals will receive an increase to the PEG salary of five-tenths percent (0.5%) for each year of experience in the District on this Contract, up to a maximum of twenty-five (25) years. Principals who work sixty (60) working days or more during the previous July 1 through June 30 will receive a year of experience in the District on this Contract.
Educational Specialist (EdS) Degree	All principals will have an Educational Specialist (EdS) degree or equivalent. The Executive Director of Human Resources will determine equivalency. For principals hired before July 1, 2006, a Masters+75 will be equal to an EdS for purposes of salary calculations.
Doctoral Factor	Principals with a doctoral (EdD or PhD) degree will receive an increase to the PEG salary of one and five tenths percent (1.5%).
No EdS Deduct	Principals without an Educational Specialist (EdS) degree or equivalent will receive a decrease to the PEG salary of one and five tenths percent (1.5%).
Experience/ Educational Factor	The sum of one hundred percent (100%) plus Previous Experience Factor (YRS-OUT) plus District Experience Factor (YRS-IN) plus Doctoral Factor less No EdS Deduct.

FORMULA:

ANNUAL SALARY (=)	PEG SALARY (x) RESPONSIBILITY FACTOR	(x)	EXPERIENCE/EDUCATIONAL FACTOR = 100% (+) [YRS-OUT (max 5) (x) 0.25%] (+) [YRS-IN (max 25) (x) 0.5%] (+) 1.5% (DOCTORATE, if applicable) (-) 1.5% (NO EdS DEDUCT, if applicable)
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**APPENDIX A –
ELIGIBILITY BASED ON HIRE OR SENIORITY DATE**

Your Hire Date: _____

Your Seniority Date: _____

Based on Hire or Seniority Date, principals are eligible for the following benefits per these tables:

Based on Hire Date, principal qualifies for benefit below:	Effective July 1, 2019, if Hire Date is before:	⁽¹⁾ Effective July 1, 2020, if Hire Date is before:	⁽²⁾ Approximate Years to Qualify
Section 8.3 - Earned Personal Leave	Upon employment	Upon employment	-
Section 10.1.1 - 403(b) Match (20 hours or more)	Upon employment – 3% January 1, 2004 – 4%	Upon employment – 3% January 1, 2005 – 4%	- 18
Section 10.2.1 - Retirement Health & Dental Insurance (Minimum age of 55)	January 1, 2012	January 1, 2013*	10
Section 10.3 - Retirement Life Insurance (Minimum age of 55)	January 1, 2012	January 1, 2013*	10

Based on Seniority Date, principal qualifies for benefit below:	Effective July 1, 2019 if Seniority Date is before:	⁽¹⁾ Effective July 1, 2020, if Seniority Date is before:	⁽²⁾ Approximate Years to Qualify
⁽³⁾ Section 10.4 - Severance Pay (Minimum age of 55)	January 1, 2012	January 1, 2013*	10
<i>Section 10.4 - Severance Pay</i> (Minimum age of 60)	January 1, 2017	January 1, 2018*	5

Notes:

(1) Should a successor contract not be reached upon expiration of this Contract, the dates marked with an asterisk* will advance one year on an annual basis.

(2) For principals hired mid-year in a school year, refer to Hire Date.

(3) For principals hired after September 1, 2010, minimum age of 55 will apply.

**APPENDIX B -
DISTRICT HSA CONTRIBUTION FOR NEW HIRES**

Employee-Only Coverage: The total district HSA contribution for new full-time hires for 2021-2022 will be a maximum of seven hundred dollars (\$700.00). Part-time employees will receive half of full-time district contribution (\$350.00). The total district HSA contribution for new full-time hires for 2022-2023 will be a maximum of seven hundred dollars (\$700.00). Part-time employees will receive half of full-time district contribution (\$350.00.) These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

Employee+1 and Family Coverage: The total district HSA contribution for new full-time hires for 2021-2022 will be a maximum of fourteen hundred fifty dollars (\$1,400.00). Part-time employees will receive half of full-time district contribution (\$700.00). The total district HSA contribution for new full-time hires for 2022-2023 will be a maximum of fourteen hundred dollars (\$1,400.00). Part-time employees will receive half of full-time district contribution (\$700.00). These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

LETTERS OF UNDERSTANDING

PRINCIPAL PERFORMANCE PAY

This Letter of Understanding is entered into between Independent School District No. 271, Bloomington, MN (District) and the Bloomington Principals' Association (BPA) to establish and implement a performance pay system.

Principal Performance Pay will commence at the beginning of the 2013-2014 school year. The District and the BPA agree that the terms of this Letter of Understanding will continue into successive years, unless by April 1 of a given year, the District or the BPA gives notice of intent to terminate this Letter of Understanding on June 30 of that year.

1. Eligibility for Performance Pay

- 1.1 All principals, as defined in this Contract, are eligible for all portions of compensation.
- 1.2 Principals who work a partial year due to late hire, severed employment, leave of absence, sabbatical, parental leave, or retirement will be eligible for all incentive payments, with the pay incentives prorated by the number of conferences completed.

2. Collaborative Conference Process

- 2.1 **Conferences:** Principals will conference with the Assistant Superintendent and assistant principals with their principal three times per school year:

Event	Time Period
Fall Goal Setting Conference	September – October
Winter Planning Conference	December – February
Spring Planning & Summative Conference	April – June

- 2.2 **Probationary Principals:** Eligibility for Performance Pay and the evaluation process for probationary principals will be the same as tenured principals.

3. Performance Pay

- 3.1 **Areas of Award:** Performance pay consists of three parts to be awarded by September 30 of each year, or sooner if possible, as follows:

School Wide Achievement Goal	Evaluation	PLC Participation & Process Goal Setting with Assistant Superintendent
\$2.00	\$800.00	\$800.00
00%	50%	50%

- 3.2 **School Wide Achievement Goal:** Principals who work at a site that successfully meets its annual site goal will receive two dollars (\$2.00) in performance pay.
- 3.3 **Evaluation:** Principals who successfully complete the Principal Evaluation Process, as determined by the Assistant Superintendent, will receive eight hundred dollars (\$800.00) in performance pay.
- 3.4 **PLC Participation & Process Goal Setting with Assistant Superintendent:** Principals who participate in goal setting and on-going collaboration with the Assistant Superintendent as defined by the Principal Evaluation Process will receive eight hundred dollars (\$800.00) in performance pay.

4. Appeals Process

If principals believe that they have been unfairly denied Performance Pay, they may appeal to the Superintendent or the Superintendent's designee according to the process outlined in this section.

- 4.1 The Superintendent or the Superintendent's designee will decide appeals.
 - 4.2 The principal must make a formal appeal in writing to the Superintendent or the Superintendent's designee within ten (10) contract days of the conference or concern.
 - 4.3 The principal has the right to BPA representation at the appeal's hearing. The BPA representative may speak on behalf of the principal.
 - 4.4 The Superintendent or the Superintendent's designee may uphold an appeal, deny an appeal, or recommend another course for resolution.
 - 4.5 The Superintendent or the Superintendent's designee will notify the principal in writing of the results of the appeal no more than seven (7) contract days following the hearing.
 - 4.6 The Superintendent's or the Superintendent's designee's decision is final and non-grievable.
-