

INDEPENDENT SCHOOL DISTRICT NO. 77  
MANKATO, MINNESOTA

ASSOCIATION  
OF  
PRINCIPALS

MASTER AGREEMENT



Effective for the Period  
July 1, 2019 through June 30, 2021

*Approved by Board of Education  
November 4, 2019*

INDEPENDENT SCHOOL DISTRICT NO. 77  
ASSOCIATION OF PRINCIPALS

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# MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 77

and

INDEPENDENT SCHOOL DISTRICT NO. 77  
ASSOCIATION OF PRINCIPALS

## ARTICLE I RECOGNITION

**Section 1. Exclusive Bargaining Agency:** The Independent School District No. 77 School Board hereby recognizes the Independent School District No. 77 Association of Principals as the exclusive and sole bargaining representative for principals and assistant principals whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term "principal," when used hereinafter in this Agreement, shall include the Coordinator of the Area Learning Center and Principals and Assistant Principals of secondary and elementary schools employed by Independent School District No. 77. This Agreement shall exclude all members of any and all other Independent School District No. 77 bargaining units. Terms not defined in the Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.

**Section 2. Sole Agent:** The School Board agrees not to negotiate with any principals' organization other than the Independent School District No. 77 Association of Principals as the exclusive bargaining agent.

**Subd. 1. Parties:** This Agreement, entered into between the School Board of Independent School District No. 77, Mankato, Minnesota, hereinafter referred to as the School Board, and the Independent School District No. 77 Association of Principals (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the Association, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.

**Subd. 2. Recognition:** In accordance with P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of principals and assistant principals employed by the School Board of Independent School District No. 77, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in this agreement.

## **Section 3. Rights of Members of the Association**

**Subd. 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Association member or the representative of an Association member to the expression or communication of a view, complaint or opinion on any matter, so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

**Subd. 2. Right to Join:** Association members shall have the right to join employee organizations and shall have the right not to form and join such organizations.

**Subd. 3. Right to Exclusive Representation:** Association members in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and grievance procedure for such members as provided in the P.E.L.R.A.

#### **Section 4. Board of Education Rights**

**Subd. 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 the functions and programs of the employer, its overall budget, utilization of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in this Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

**Subd. 2. Management Responsibilities:** The parties recognize the right and obligation of the School Board to manage and conduct efficiently the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

**Subd. 3. Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders as deemed necessary, insofar as such reasonable rules and regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further 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 and regulations of the State Board of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **Section 5. Negotiation Procedures**

**Subd. 1.** In any negotiations described in the Article, each party shall have complete control over the selection of the negotiating or bargaining representative of its own party.

**Subd. 2.** The matters contained in this Agreement are not subject to further negotiations between the parties during the term of this Agreement.

### **ARTICLE II GRIEVANCE PROCEDURE**

#### **Section 1. Definition of Terms and Interpretations**

**Subd. 1. Grievance:** A "grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between

Independent School District No. 77 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three (3) of this procedure.

**Subd. 2. Aggrieved:** Any person or group of persons within the appropriate unit having a grievance.

**Subd. 3. Administrative Supervisor:** The immediate supervisor to whom the aggrieved is responsible.

**Subd. 4. Grievance Committee:** The committee appointed by the exclusive representative.

**Subd. 5. Disposed:** A settlement of a grievance, reduced to writing, to the satisfaction of both parties.

**Subd. 6. Extension:** Time limits specified in this procedure may be extended by mutual agreement.

**Subd. 7. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

**Subd. 8. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 9. Filing and Postmark:** The filing or serving of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

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

**Section 3. Time Limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance.

**Section 4. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, the alleged grievance shall first be discussed with the administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

**Section 5. Adjustment of Grievance:** The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

**Subd. 1. Level I:** The aggrieved shall file a grievance on the appropriate district form, with his/her administrative supervisor within twenty (20) working days of knowledge of the event giving rise to

the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level I. If a grievance is so appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance twenty (20) working days after receipt of the appeal. Within twenty (20) working days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the option of the School Board, a committee of the Board may be designated by the Board to hear the appeal at this level and to report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention within ten (10) working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the Board automatically advances the grievance to Level III.

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

**Section 8. Level II Initiation:** A grievance that affects a group of members of the exclusive representative, involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

**Section 9. Arbitration Procedures:** In the event that the aggrieved and the School Board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the Superintendent within ten (10) working days following the decision in Level III of the grievance procedure.

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator unless such grievance has been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven

arbitrators to the parties, pursuant to PELRA, providing such request is made within twenty (20) working days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The hearing before the arbitrator shall be a hearing *denovo*.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) working days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

**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 of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript of recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of arbitration.

**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and organization structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

### ARTICLE III RIGHTS OF ASSOCIATION MEMBERS

**Section 1. No Restriction or Denial on Member's Rights:** Nothing contained herein shall be construed to deny or restrict any rights a member may have under federal law or the Statutes of Minnesota (or other applicable laws and regulations). The rights granted to Association members hereunder shall be deemed to be in addition to those provided elsewhere.

**Section 2. Association Use of School Buildings:** The Association may use school building facilities for its proper business activities without charge during the regular hours of the custodian upon notification to the Superintendent's office, provided the use shall not interfere with other scheduled activity in the building specified. All custodial costs beyond normal custodian's hours shall be borne by the Association.

**Section 3. Use of School Facilities:** The Association shall have the right to use, for its business, school facilities and office equipment when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to their use.

**Section 4. Association Business:** Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided it does not interfere with nor interrupt normal school operations.

**Section 5. Use of School Mail Service:** The Association may use the district's interschool mail service for communications to its members provided distribution of Association mail does not require the School Board to expend additional money or allocate additional personnel time to perform such service.

**Section 6. Payroll Deduction:** Upon appropriate authorization from the Association member, the School Board shall deduct from the salary of any Association member and make appropriate remittance for credit union, United Way, tax-deferred annuities, or programs jointly approved by the School Board and the Association. Such deductions shall be declared by July 1 of each year, except where varying dates are set by the School Board.

#### ARTICLE IV INDIVIDUAL ADMINISTRATOR'S RIGHTS AND RESPONSIBILITIES

**Section 1. Strike Clause:** In no event will the compensation for an Association member covered by this Agreement be halted or suspended due to strike or work stoppage by other School Board employees, unless the member shall refuse to perform assigned duties for the School Board during the period of strike or work stoppage. Should the school year be extended or time made up due to a strike or work stoppage of other employees, Association members will receive compensation on a per diem basis for additional assignment beyond their work year.

**Section 2. Administrative Travel and Allowance:** Approved travel within the school district by Association members in performance of their duties shall be reimbursed at the current rate established by the district. This rate may be adjusted upward or downward as the economy dictates during the period of this Agreement by mutual consent of both parties.

## ARTICLE V INSURANCE

### Section 1. Health Insurance

**Subd. 1. Single Coverage:** Effective July 1, 2019, the School Board will contribute a sum not to exceed \$839.00 per month toward the cost of the premium for health insurance coverage for each principal who qualifies for and is enrolled in the group health insurance plan and who selects single coverage. The amount of the district contribution for the 2020-21 school year shall be the 2019-20 district contribution increased by the same percentage increase as the actual premium increase for 2020-21 to a maximum of 6%. The cost of the premium not contributed by the School Board will be borne by the employee and paid by payroll deduction.

**Subd. 2. Dependent Coverage:** Effective July 1, 2019, the School Board will contribute a sum not to exceed \$2,212.50 per month toward the cost of the premium for health insurance coverage for each principal who qualifies for and is enrolled in the group health insurance plan and who selects family coverage. The amount of the district contribution for the 2020-21 school year shall be the 2019-20 district contribution increased by the same percentage increase as the actual premium increase for 2020-21 to a maximum of 6%. The cost of the premium not contributed by the School Board will be borne by the employee and paid by payroll deduction.

**Subd. 3. Consumer-Driven Health Plans with Health Savings Account (HSA):** For eligible employees who choose a consumer-driven health plan with an HSA, a health savings account will be established. If the district contribution toward the monthly premium is higher than the actual premium cost, the difference will be paid into the employee's health savings account on a monthly basis. Eligibility and provisions of the health savings account are subject to IRS rules.

**Section 2. Disability Insurance:** The full-time employee pays a cost of \$.70 per month for total disability insurance above the Board's major contribution. The insurance pays two-thirds (2/3) of the employee's annual contract, subject to the maximum outlined in the insurance policy, for total disability after meeting the elimination period of greater of 30 consecutive calendar days or exhaustion of sick leave.

**Section 3. Term Life Insurance:** The School Board shall pay the full premium for a \$100,000 term life insurance policy for all full-time principals who are employed by the School Board. An additional \$150,000 may be purchased by full-time principals, dependent upon availability from insurance carriers. A retiring principal under 65 years of age may continue, at his/her own expense, the life insurance coverage of the School District until age 65.

### Section 4. Dental Insurance

**Subd. 1. Single Coverage:** Effective July 1, 2017, the School Board will contribute a sum not to exceed \$32.87 per month toward the cost of the premium for single coverage for each principal employed by the School Board who qualifies for and is enrolled in the group dental plan. The cost of the premium not contributed by the School Board will be borne by the employee and paid by payroll deduction.

**Subd. 2. Dependent Coverage:** Effective July 1, 2017, the School Board will contribute a sum not to exceed \$82.58 per month toward the cost of the premium for family coverage for each principal employed by the School Board who qualifies for and is enrolled in the group dental plan. The cost

of the premium not contributed by the School Board will be borne by the employee and paid by payroll deduction.

**Section 5. Continuation of Coverage:** In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the insurance coverages referred to in Article V may be continued throughout the balance of the school year, at the desire and expense of the employee.

## **ARTICLE VI** **SUPPLEMENTAL BENEFITS**

**Section 1. Membership Dues:** The District shall pay the state and national membership dues in the designated professional organizations for each principal and assistant principal. For elementary principals the designated organizations shall be the Minnesota Elementary School Principals' Association and the National Association of Elementary School Principals. For secondary principals and assistant principals, the designated organizations shall be the Minnesota Association of Secondary School Principals and the National Association of Secondary School Principals. The District shall also pay the fee for the Minnesota Board of School Administrators for each member covered under this Agreement.

### **Section 2. Supplemental Benefits**

**Subd. 1. Deferred Compensation:** For each one dollar (\$1) that the employee contributes to an approved deferred compensation program, the District shall contribute one dollar (\$1) to the same program, up to a maximum contribution of five thousand five hundred dollars (\$5,500) for the 2019-20 fiscal year, and up to six thousand dollars (\$6,000) for the 2020-21 fiscal year.

**Subd. 2. Vandalism Reimbursement:** The School District shall reimburse the Principal for vehicular vandalism, which occurs on school property or in the course of the Principal performing his/her required duties, in an amount up to \$500.00 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

**Subd. 3. Cell Phone Allowance:** The District shall provide each principal with an annual cell phone allowance of \$600.00 as a taxable benefit. Principals shall be required to be available by cell phone while performing work-related duties.

## **ARTICLE VII** **LEAVES OF ABSENCE**

**Section 1. Sick Leave:** Members of the Association will receive twelve (12) days of sick leave, cumulative to one hundred eighty (180) days. Newly hired principals will be given sixty (60) days of sick leave on the book. If the employee is transferring from another District 77 position and has more than sixty days of unused sick leave from that position, the unused sick leave will be credited to the employee's new position instead of the sixty days for newly hired administrators. Regular cumulative sick leave will not begin to accrue until the sixth year of employment. Sick leave may be used for care of a dependent child, adult child, spouse, sibling, parent, grandparent or step-parent on the same terms the employee is able to use sick leave for the employee's own illness or injury per State Statute or federal law.

**Section 2. Emergency Leave:** An employee shall be granted emergency leave as follows:

**Subd. 1.** Up to five (5) days with full salary shall be granted in case of absence because of adoption, or in case of absence because of serious illness or death in the immediate family (parents, brothers, sisters, husband, wife, children) of the employee or his/her spouse.

If these five (5) days are used because of a death in the immediate family, and a second death occurs in the same year of the employee's parent, spouse or child, the employee shall be granted an additional three (3) days of leave.

**Subd. 2.** Up to two (2) days of the five days granted in Subd. 1 may be used for death or serious illness of any other person the employee defines as a member of his/her family.

**Subd. 3.** A request for additional days may be presented to the Superintendent who shall have the authority to grant additional benefits, if, in his/her judgment, such a request is valid. These days are not cumulative.

**Subd. 4.** If any employee wishes to avail himself/herself of the provisions, he/she must present a Leave Request Form to both his/her immediate supervisor and the Superintendent, not later than the day following his/her return to work.

**Section 3. Sabbatical Leave:** Sabbatical leaves are available to Association members under the plan outlined below:

**Subd. 1. Purpose:** The purpose of the sabbatical leave policy is to improve the excellence of the individual Association members by encouraging them to pursue additional study.

**Subd. 2. Eligibility:** Association members who have served in the District for seven (7) or more years are eligible to make application. The application shall be presented to the Superintendent on or before March 1 of the school year preceding sabbatical leave. Approval shall be by the Board on recommendation of the Superintendent.

**Subd. 3. Compensation:** Association members who are on sabbatical leave shall be paid one-half (1/2) of their regular salary.

**Subd. 4. Miscellaneous Policies:**

1. A maximum of one (1) year of sabbatical leave may be granted.
2. A quarter or semester leave may be granted if a satisfactory substitute is available.
3. The Association member who receives sabbatical leave must agree to return to the District for at least two (2) years in Independent School District No. 77. If the Association member does not return, the salary received while on sabbatical leave shall be refunded within a five (5) year period with interest at current bank rates.
4. No more than one (1) Association member shall receive a sabbatical leave during any one period.

**Section 4. Personal Leave:** On July 1 of each year, each principal shall receive two (2) days to be used during his/her duty year for personal business. Personal leave may be used, at no loss of pay, for any purpose at the discretion of the principal. A principal planning to use personal leave shall notify the

Superintendent as early as possible, but in any event at least twenty-four (24) hours in advance except in cases of an emergency.

**Subd. 1.** The School District shall not be required to grant personal leave for the first day of the duty year, during the last ten (10) days of the duty year, for a curriculum day, for a conference day, or for the day before or after any vacation, holiday, convention day, or break in the school year.

**Subd. 2.** Under no circumstances shall the School District's decision to grant personal leave for any of the days cited in Subd. 1 be construed as establishing a past practice or prejudice the District's right to enforce such restrictions at its discretion.

**Subd. 3.** At the end of each fiscal year, up to two (2) days of unused personal leave may be carried over to the following fiscal year, not to exceed a maximum accumulation of four (4) personal leave days in a fiscal year. A principal may receive payment of \$150.00 for any personal leave day granted at the beginning of the academic year, which is not used by the end of that academic year. Payment shall not be made for less than one personal leave day. A request for payment shall be made in writing by June 15.

## ARTICLE VIII DUTY YEAR

**Section 1. Principals' Duty Day:** The School Board shall establish the calendar and principals' duty days for each school year, and the principal shall perform services on such days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school. The duty years established for the employees covered by this Agreement shall be as follows:

**Subd. 1. Elementary Principals:**

- a) Paid holidays of Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and twenty-eight (28) vacation days.
- b) The Jefferson Elementary Principal position includes administrative responsibilities for district elementary summer school.

**Subd. 2. Middle School Principals:** Paid holidays of Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and twenty (20) vacation days.

**Subd. 3. Senior High Assistant Principals and Alternative Learning Center Coordinator:** Paid holidays of Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and twenty-five (25) vacation days.

**Subd 4. Senior High Principals:** Paid holidays of Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and twenty (20) vacation days.

**Subd. 5. Elementary Assistant Principals:** Paid holidays of Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and thirty-three (33) vacation days.

**Subd. 6. Middle School Assistant Principals:** Paid holidays of Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and twenty-five (25) vacation days.

**Section 2. Additional Compensation:** A principal's daily rate shall be determined by the following formula:

Daily Rate = (Base Salary + Experience) divided by contract days in that years school calendar

### **Section 3. Vacation Days**

**Subd. 1. Accrual:** Each fiscal year, a principal's vacation days, as determined in Section 1, shall accrue on a monthly basis as determined by the following formula:

Accrual Rate = (Number of Vacation Days) ÷ 12

No more than twenty-four (24) days of unused vacation leave may be carried over from one fiscal year to the next.

**Subd. 2. Availability and Use:** Unused vacation leave accrued during one fiscal year must be used before the end of the next fiscal year. A principal may use vacation days in advance of their accrual with the permission of the Superintendent. If a principal leaves the employ of the School District, but has not completed a full year of service, and if the principal has used more vacation days than the number accrued, the School District shall make an appropriate deduction from the principal's last paycheck. The amount of the deduction shall be equal to the principal's daily rate (as determined in Section 2 above) times the difference between the number of days used and the number of days accrued.

**Subd. 3. Payment for Unused Vacation:** Subject to Subd. 2 above, upon leaving the employ of the School District a principal shall be compensated for any unused vacation at his/her daily rate (as determined in Section 2 above). In no case, however, shall a principal be paid for more than forty-four (44) days of unused vacation.

**Section 4. Emergency Closings:** In the event a duty day is lost for any emergency, the principal shall perform duties on such other day in lieu thereof as the School Board or its designated representative shall determine.

## ARTICLE IX STAFFING METHODS AND PROCEDURES

**Section 1. Seniority:** Administrative seniority is determined by the number of years, or fraction thereof, of employment in the School District, as provided in Article X.

**Subd. 1.** Time used on sabbatical leave, military service in time of national emergency, or a call to active duty in the military forces shall count as full-time in determining seniority. In all other cases of leaves of absence, Association members shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment.

**Subd. 2.** In case of staff reduction or unrequested leave of absence, any employee of Independent School District No. 77 may use his/her seniority to replace another employee, as provided in Article X.

**Section 2. Vacancies:** All vacancies for positions held by Association members shall be posted on the District website at least two (2) weeks before applications are closed. When an Association member's vacancy occurs, no permanent appointment shall be made until the vacancy has been properly posted and there has been a consideration of all applicants from within District 77.

## **ARTICLE X**

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

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

#### **Section 2. Definitions**

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

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

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

#### **Section 3. Establishment of Seniority List**

**Subd. 1.** A continuing contract principal who works on a full-time continuing contract (one hundred [100] or more consecutive days), or an administrator, not currently serving as a principal but who has previously worked in the District as a principal "under continuing contract," shall acquire seniority rights and be placed on the appropriate seniority list(s), i.e., Principal – Elementary, Principal – Secondary.

**Subd. 2.** Though certification requirements are identical, the School Board shall distinguish between the position of principal, assistant principal, and teaching principal on the seniority list(s). Seniority for assistant principal is limited to that position. Principals will have seniority on the principals' and assistant principals' seniority list.

**Subd. 3.** Time served as an acting principal establishes the date of seniority if employment in the same category is immediately continued upon the completion of the acting principalship assignment.

**Subd. 4.** Probationary principals shall acquire seniority after completion of the probationary period and upon such completion their names will appear on the seniority list with a seniority date relating back to the date of appointment.

**Subd. 5.** In the event that principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification. In the event of equal level of degree, the choice will be made by the drawing of lots. The drawing of lots shall be conducted jointly by the Association and the School Board.

**Section 4. Placement on Unrequested Leave of Absence:** Principals and Assistant Principals shall be placed on unrequested leave in the reverse order of their hiring in the categories of Elementary Principal, Secondary Principal, and Assistant Principal, except that in no event shall a principal bump into a position that has a higher base salary than his/her present position.

**Section 5. Affirmative Action Exception:** The provisions herein shall not apply if it would place the School Board in violation of its affirmative action program, if any, and in such event, the School Board may retain the probationary principal or the principal with less seniority, notwithstanding any other provisions of this Article.

#### **Section 6. Reinstatement**

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

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

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

**Subd. 4.** Notification shall be by certified mail to the last known address of the principal as recorded in the office of the Director of Human Resources. In the event a principal declines an assistant principal position, the principal shall retain status on the principal recall list. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) calendar days of the date of notification, the principal shall be removed from the recall list.

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

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

**Subd. 7.** The unrequested leave of absence of a principal who is not reinstated shall continue for a period of five (5) years from the date the principal's unrequested leave of absence begins or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

## **ARTICLE XI** **SEVERANCE**

**Section 1. Eligibility:** A full-time principal who is at least fifty-five (55) years old, who has been employed by the School Board as a principal for at least five (5) consecutive years, and who has submitted a written resignation accepted by the school board or has completed five (5) years status on unrequested leave of absence, shall be eligible to receive severance benefits. Severance benefits shall not be granted to any principal who is discharged by the School Board.

### **Section 2. Payment**

**Subd. 1. Amount:** The amount of severance pay a principal is eligible to receive shall be determined by multiplying the number of unused sick leave days he or she has by two hundred fifty dollars (\$250). In no event, however, shall a principal's severance payment exceed twenty-six thousand dollars (\$26,000).

**Subd. 2. Schedule of Payments:** The District will deposit severance pay directly into the employee's health care savings account with National Insurance Services on either the July or January payroll, whichever occurs soonest after the retirement date. For purposes of this section, an employee's severance pay shall be equal to his/her severance payment, as determined in Subd. 1 above, plus payment for unused vacation leave.

**Section 3. Insurance Coverage:** In addition, a principal who applies for retirement shall remain eligible to remain in the existing group health and hospitalization program and shall remain eligible for a Board contribution toward single coverage in an amount equal to the amount in effect (as defined in Article V, Section 1, Subd. 1) at the time of retirement. A principal who desires family coverage may obtain it by paying one hundred percent (100%) of the additional premium. A principal electing family coverage will be billed on a monthly basis by the District. Eligibility for this benefit will continue for one hundred twenty (120) months beginning with the month during which he or she would be eligible for benefits under the consolidated Omnibus budget Reconciliation Act (COBRA) or until the principal becomes eligible for Medicare, whichever occurs first.

If the principal becomes eligible for Medicare within the 120-month period, he/she will no longer be eligible for the district's contribution toward the district's group health and hospitalization program but may continue in the plan at the principal's own expense. Upon Medicare eligibility, the District contribution shall be reduced by 50% and paid into a health care savings plan for the remainder of the 120-month period. Payments shall be made on behalf of the employee to the Health Care Savings Plan administered by the Minnesota State Retirement System on July 15 and January 15. The first payment will be made in July or January, whichever occurs first following the month that the employee becomes eligible for Medicare. The amount of the first payment will be based on the number of months following

the month of Medicare eligibility until the month of the first payment. Thereafter, payments shall be made in July and January for the number of months in the interval until the 120-month period ends.

**Section 4. Death Benefit:** In the event of the death of a principal who is, at the time of death, receiving severance payments under Section 2 above, the balance of the payments shall be payable to the principal's designated beneficiary and, if no beneficiary designation is in effect, will accrue to the estate of the principal.

## ARTICLE XII DURATION

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration of this Agreement.

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

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

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

**Section 5. Notification:** In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least sixty (60) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.

ARTICLE XIII  
ADMINISTRATIVE SALARIES

**Section 1. Base Salaries:** The following base salaries are established for the indicated positions.

| <u>Position</u>                        | <u>2019-20</u><br><u>Salary</u> | <u>2020-21</u><br><u>Salary</u> |
|--|---------------------------------|---------------------------------|
| Senior High School Principal           | \$130,808                       | \$134,078                       |
| Assistant Senior High School Principal | \$113,174                       | \$116,003                       |
| Area Learning Center Coordinator       | \$113,174                       | \$116,003                       |
| Middle School Principal                | \$120,513                       | \$123,526                       |
| Assistant Middle School Principal      | \$104,267                       | \$106,874                       |
| Elementary School Principal            | \$114,975                       | \$117,849                       |
| Elementary Assistant Principal         | \$99,515                        | \$102,003                       |

**Section 2. Experience Steps:** In addition to the base salaries, principals shall receive the following amounts based on years of administrative experience in District 77 plus years of outside experience credited by the District upon initial employment. For purposes of this Section, such administrative experience shall be defined at the discretion of the District. The District may place newly hired principals on experience steps at its discretion. Principals must have served in an administrative capacity for at least seven months of the fiscal year in order to move up a step the following year.

|                              |             |             |
|------------------------------|-------------|-------------|
| Step 1                       | Base Salary | Base Salary |
| Step 2 - Year 2              | \$1,000     | \$1,000     |
| Step 3 - Year 3              | \$2,000     | \$2,000     |
| Step 4 - Year 4              | \$4,000     | \$4,000     |
| Step 5 - Year 5              | \$5,000     | \$5,000     |
| Step 6 - Year 6              | \$6,500     | \$6,500     |
| After completion of 10 years | \$8,000     | \$8,000     |

**Section 3. Advanced Degree Stipend:** In addition to the salary listed in Section 1, each principal who has been awarded a doctorate degree in educational administration or a related field (e.g., educational leadership) from an accredited institution shall receive two thousand dollars (\$2,000).

ARTICLE IX  
DOCUMENT AUTHORIZATION

ASSOCIATION OF PRINCIPALS

INDEPENDENT SCHOOL DISTRICT NO. 77

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Chief Association Negotiator

  
\_\_\_\_\_  
Clerk

Date: 11/6/19

Date: 11/4/19