

MASTER CONTRACT

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT

#876

ANNANDALE, MINNESOTA

AND

THE ANNANDALE PRINCIPALS' ASSOCIATION (APA)

EFFECTIVE DATES: July 1, 2019 through June 30, 2021

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AGREEMENT FOR PRINCIPALS

ARTICLE I

PURPOSE

SECTION 1. PARTIES: THIS AGREEMENT is entered into between Independent School District No. 876, Annandale, Minnesota hereinafter referred to as the School District and the Annandale Principal's Association, hereinafter referred to as the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for principals during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the P.E.L.R.A. the school district recognizes the Annandale Principal's Association as the exclusive representative of principals employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

SECTION 2. APPROPRIATE UNIT: The Association shall represent all the principals of the district as defined in this Agreement and in said Act.

ARTICLE III

DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits

except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

SECTION 2. PRINCIPALS: The term "principal" shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by the State of Minnesota as a principal or assistant principal and who devote more than 50% of their time to such administrative and supervisory duties, excluding the following: superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

SECTION 3. SCHOOL DISTRICT: For purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.

SECTION 4. PRINCIPAL OR EMPLOYEE: Reference to principal in this Agreement shall mean principals and assistant principals except in those cases where there is a clear distinction between the two positions. Reference to employee in this Agreement shall mean a member of the appropriate unit.

SECTION 5. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The Association recognizes that the school district is not required to meet and negotiate on matters on 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.

SECTION 2. MANAGEMENT RESPONSIBILITY: The Association recognizes the right and obligation of the school board to effectively manage and conduct 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.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS: The Association recognizes that employees covered by this Agreement shall perform the services prescribed by the Board and shall be governed by federal laws, the laws of the State of Minnesota.

ARTICLE V

PRINCIPAL'S RIGHTS

SECTION 1. RIGHT TO VIEWS: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his 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 Association if there be one; nor shall it be construed to require any employee to perform labor or services against his/her will.

SECTION 2. FAIR SHARE FEE: In accordance with PELRA, any employee included in the appropriate unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee

shall be in an amount equal to the regular membership dues of the Association, less the cost of benefits financed through the dues and available only to members of the Association but in no event shall the fee exceed 85% of the regular membership dues.

The Association shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the school district, and the Association within thirty (30) days after receipt of the written notices. All challenges shall specify those portions of the assessment challenged and the reasons therefor but the burden of proof relating to the amount of the fair share fee shall be on the Association. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the Association thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

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

ARTICLE VI

COMPENSATION

SECTION 1. SALARY: Principals shall be compensated at the following rates for the 2019-2020 / 2020-2021 school years:

	<u>2019-2020</u>	<u>2020-2021</u>
High School Principal	\$124,262	\$126,747

Middle School Principal	\$124,262	\$126,747
Elementary Principal	\$124,262	\$126,747

SECTION 2. FIRST YEAR PRINCIPALSHIP: The school district retains the right to negotiate beginning salary and benefits with all principals who are new to the school district for the first year of their employment.

SECTION 3, PERFORMANCE GOAL INCENTIVES: In addition to the base salary provided in Section 1, Principals shall be eligible for performance incentive compensation at the end of each contract year. Based upon an evaluation and determination of the principal's exemplary work in meeting two annually predetermined, mutually agreed upon goals principals may receive up to \$3,000.00 in compensation (\$1,500 for each goal reached). The performance goals will be set with and measured by the Superintendent each year. The payment of any performance pay shall be due June 30 of the given school year.

Guidelines for Performance Goal Incentive

- The goals to be used for performance pay shall be mutually agreed to between the Principal and the Superintendent no later than October 1 of each year of the term of the contract.
- Conferences between individual Principals and Superintendent regarding the progress in meeting individual goals shall take place during the school year. Decisions on an individual principal's success in achieving established goals will be made solely by the Superintendent.
- A final review will be held to discuss the Superintendent's decision and rationale for it.
- Goals may be changed / adjusted with mutual consent of the Principal and the Superintendent.
- Performance incentive compensation shall not be added to a Principal's base salary for the purpose of determining subsequent salary increases or performance incentive compensation.

- Article XI: Grievance Procedure does not apply to the Performance Incentive final decision.

SECTION 4. YEAR END DISCUSSION: This discussion will be completed in June each year and be based on each principal's current job description.

SECTION 5. CELL PHONE STIPEND: The School District shall provide a stipend, payable through payroll, of \$65 per month for business use of a cell phone.

SECTION 6. SUMMER SCHOOL DUTIES: In the event a principal is asked to direct summer school, they would receive the same compensation as the hired "Summer School Director".

ARTICLE VII

GROUP INSURANCE

SECTION 1. SELECTION: The selection of the insurance carrier and policy shall be made by the school district as provided by law.

SECTION 2. HEALTH AND HOSPITALIZATION INSURANCE SINGLE/FAMILY COVERAGE – HEALTH SAVINGS ACCOUNT: The school district shall contribute a maximum of \$28,767 in 2019-21 towards the cost of the health care plan for each full time principal employed by the school district who qualifies for and is enrolled in one of the school district group health and hospitalization plans. This contribution will be used first to pay for the group insurance premium, chosen by the principal, and to the extent there is remaining money available, will be used to make a district contribution to the individual principals Health Savings Account (subject to IRS maximum contribution rules). In addition, each school year, members of the Annandale Principal's Association who qualify for health and hospitalization coverage and choose to waive this coverage will receive a District contribution of \$3,000 to a 403(b) account in their name in addition to article VIII section 2.

In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Principal's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

SECTION 3. DENTAL INSURANCE: The school district shall contribute the full premium for the district dental plan.

SECTION 4. TERM LIFE INSURANCE: The school district will contribute in full premium for a term life insurance policy in the amount of \$150,000.

SECTION 5. INCOME PROTECTION INSURANCE: During the 2013-2014 school year, the school district shall contribute for each principal the full premium for a long-term disability (LTD) plan, which shall yield a minimum of 2/3 of the principal's salary. Beginning July 1, 2014, LTD will continue to be mandatory through the districts policy, however, the full premium will be an after tax deduction. A principal must utilize LTD upon eligibility, even if unused sick days remain.

SECTION 6. CLAIMS AGAINST THE SCHOOL DISTRICT: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VIII
OTHER BENEFITS

SECTION 1. DUES: The school district shall pay full membership dues for each principal in the Minnesota Elementary School Principal's Association and the National Association of Elementary School Principals or the Minnesota Association of Secondary School Principals and the National Association of Secondary School Principals.

SECTION 2. DEFERRED COMPENSATION: Matched deferred compensation is available to all principals beginning their second year of employment in the district. Principals must use the deferred compensation election during the election period or lose it. Principals are eligible to receive up to \$3,500 in matching deferred compensation.

SECTION 3. RETIREMENT INSURANCE PAYMENTS: In addition the school board shall contribute, in subsequent years following early retirement until eligible for medicare, an amount equal to a single group Health, Life, and Dental insurance premium. Eligibility begins at age 55 or older, and with a minimum of ten (10) years administrative experience in the district.

SUBDIVISION 1: All principals who signed employment contracts in ISD 876 after May 1, 2007 will no longer qualify and shall not be eligible for the school district contribution toward health and hospitalization coverage after retirement from the school district. Such principals shall only be eligible to participate in the Post-Retirement Health Care Savings Plan offered through the Minnesota State Retirement System. Following the completion of each full year of service (June) the School District shall contribute \$3,000 to the PRHCSP account in each eligible principal's name. The PRHCSP provision of ISD 876 is subject to the Laws of the State of Minnesota, Minnesota Statutes and the Internal Revenue Service Code. The total contribution shall not exceed \$50,000 per individual principal.

SECTION 4. CONTRACT RELEASE: A Principal released from his/her contract during the school year shall pay to the school district, at its option, up to an amount equal to ten (10) days pay as a condition of the contract release.

SECTION 5. TRAVEL REIMBURSEMENTS: Travel reimbursements for authorized travel outside of the school district shall be at a rate established by school district policy for use of personal car and actual costs as itemized for other expenses.

SECTION 6. TAX SHELTERED ANNUITIES: A Principal shall have the right to participate in a tax sheltered annuity program from the district approved list. The School District shall deduct from the principal's gross salary, an amount authorized by the principal, for the purpose of participating in a program.

SECTION 7. CONVENTIONS: The Principal shall be permitted to attend state conventions and national conventions of professional organizations at school district expense. Attendance at national conventions may be every other year. Such travel must have prior approval of the superintendent.

SECTION 8. EXECUTIVE PHYSICAL EXAM: The School Board shall contribute an amount not to exceed \$400 toward the cost of a physical examination. The contribution shall be made every other year for administrators up to age 50, and every year for age 50 and older.

ARTICLE IX

LEAVES OF ABSENCE

SECTION 1. SICK LEAVE:

SUBDIVISION 1: At the beginning of each school year, each full-time principal shall be credited with fifteen (15) days of sick leave allowance.

SUBDIVISION 2: Unused sick leave days may accumulate to a maximum credit of one hundred fifty (150) days of sick leave per principal.

SECTION 2. WORKER'S COMPENSATION: Pursuant to M.S. 176, a principal injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

SECTION 3. BEREAVEMENT: A bereavement leave up to five days with pay shall be allowed for death in the immediate family. In other cases, bereavement leave may be granted at the discretion of the superintendent. Such leave will be granted with pay.

SECTION 4. SERIOUS ILLNESS IN FAMILY: Leave will be granted in the case of serious illness up to 10 days for spouse and children, 5 days for parents and brothers and sisters. Under extraordinary circumstances leave can be extended. Leave granted under this subdivision shall be deducted from the principal's accumulated sick leave. Leave under this provision shall be consistent with Minnesota Statute 18.9413 Parenting Leave Act.

SECTION 5. OTHER LEAVE: The Principal may be granted a leave at the discretion of the superintendent of schools for situations that arise which require the administrator's personal attention during normal working hours. Such leave granted shall be paid leave.

SECTION 6. JURY SERVICE: A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of

basic leave allowance. The compensation received for jury duty service shall be remitted to the school district.

SECTION 7. MEDICAL LEAVE:

SUBDIVISION 1: A continuing contract principal who is unable to work because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one year. The school district may, in its discretion, renew such a leave.

SUBDIVISION 2: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his normal responsibilities.

ARTICLE X

DUTY YEAR

SECTION 1. WORK YEAR:

SUBDIVISION 1: All principals will have a standard work assignment of 52 weeks with 30 days of vacation and ten (10) paid holidays. Unused vacation does not rollover from one fiscal year to the next.

ARTICLE XI

GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

SECTION 2. REPRESENTATIVE: The principal, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such part to act in his/her behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

SUBDIVISION 1. EXTENSION: Time limits specified in this Agreement may be extended by mutual agreement.

SUBDIVISION 2. DAYS: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

SUBDIVISION 3. COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

SUBDIVISION 4. FILING AND POSTMARK: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

SECTION 4. TIME LIMITATION AND WAIVER: An alleged grievance must be presented in writing as promptly as possible and within twenty (20) days of the occurrence of the act or within twenty (20) days after the employee acquired or should, through the use of reasonable diligence, have acquired knowledge of the alleged violation. Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute

a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the school district's designee.

SECTION 5. ADJUSTMENT OF GRIEVANCE: The school district and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the school district in the following manner:

SUBDIVISION 1. LEVEL I: If the grievance is not resolved through informal discussions, the superintendent or his/her designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

SUBDIVISION 2. LEVEL II: In the event the grievance is not resolved if Level I, the decision rendered may be appealed to the school board, provide such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and 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 of this procedure provided the school board or its representative notify the parties of its intentions to review within ten 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 reserve or modify such decision.

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 principal may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES: In the event that the principal and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

SUBDIVISION 1. REQUEST: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level II of the grievance procedure.

SUBDIVISION 2. PRIOR PROCEDURE REQUIRED: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

SUBDIVISION 3. SELECTION OF ARBITRATOR: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

SUBDIVISION 4. SUBMISSION OF GRIEVANCE INFORMATION:

a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the superintendent, the submission of the grievance which shall include the following:

- 1) The issues involved.
- 2) Statement of the facts.
- 3) Position of the grievant.
- 4) The written documents relating to Section 5, Article X of the grievance procedure.

b) The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

SUBDIVISION 5. HEARING: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

SUBDIVISION 6. DECISION: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear all witnesses upon oath.

SUBDIVISION 7. EXPENSES: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

SUBDIVISION 8. 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 programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and 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 obligation of the public school districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9. ELECTION OF REMEDIES AND WAIVER: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon

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

ARTICLE XII

STRIKES OR WORK STOPPAGES

The principals covered by this Agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves to be on duty for the purpose of carrying out school board policy and insuring the safety of personnel and property. In no event will the compensation for principals be halted or suspended due to strikes or work stoppages of other district employees.

ARTICLE XIII

PUBLIC OBLIGATION

SECTION 1: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

SECTION 2: The Association agrees, therefore, that during the term of this contract, neither the Association nor any individual employee shall engage in any strike or unfair labor practice as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided by the P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XIV

DURATION

SECTION 1. TERMS AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

SECTION 2. EFFECT: The Agreement constitutes the full and complete Agreement between the School District and the Association representing the principals 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 negotiation during the term of this Agreement.

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

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

FOR: Annandale Principal's Association

FOR: Annandale School District #876

President

Chairman

Secretary

Clerk

Dated This ____ day of _____, 20__

Dated This _ day of _____, 20__