

PRINCIPAL'S MASTER CONTRACT

2022-2024

This contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO 2310, Arlington, Minnesota, hereinafter referred to as the "Employer" and the SIBLEY EAST PRINCIPAL'S ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE 1

PURPOSE

The purpose of this Contract is to foster orderly, constructive, and harmonious relationships between the Employer, its principals, and their duly authorized exclusive representative, the Association; to establish terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment, which have been agreed upon, by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Act of 1971, as amended (Hereinafter referred to as the "PELRA").

ARTICLE II

RECOGNITION

The Employer hereby recognizes the Association as the exclusive representative for the purpose of negotiating terms and conditions of employment for all employees in the following appropriate unit as certified by the Bureau of Mediation Services in Case No. 99-PCE-487. All Principals, Assistant Principals, and Teaching and Learning Coordinators employed in Independent School District No. 2310, Arlington, Minnesota, who are required to be and are certified as principals or assistant principals by the State Board of Education as a prerequisite to performing their respective assigned duties, who are employed more than 14 hours per week and more than 100 working days per year, and who devote more than 50% of their working time to administrative or supervisory duties, including those on leave of absence who are guaranteed a position upon their return.

The Employer agrees that it will not meet and negotiate or meet and confer with any other organization with respect to employees included in the appropriate unit, as long as the Association continues to be and duly authorized exclusive representative.

ARTICLE III

DEFINITIONS

The Following definitions shall be applicable to terms used in this contract:

Section 3.1 Principal. A "principal" is any person employed by the Employer who is included in the appropriate unit for which the association is recognized as exclusive representative under Article II.

Section 3.2 Teaching and Learning Coordinator. A "Teaching and Learning Coordinator" is any person employed by the Employer who is included in the appropriate unit for which the association is recognized as exclusive representative under Article II.

Section 3.3 Grievances. A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of the Contract.

Section 3.4 Other Terms. Other terms not specifically defined herein shall have the meanings given them under the PELRA.

ARTICLE IV

PROFESSIONAL RESPONSIBILITIES OF ADMINISTRATORS

It shall be the responsibility of all administrators covered by this agreement to discharge their responsibilities to the Employer and the faculty and students of the school system according to the job specifications for each administrative position, and in a manner, which exemplifies the fullest professional concern for the clientele and educational program of the school district.

The Employer shall expect the administrators to make recommendations concerning policies, implemented decisions and problem areas, and shall meet with the administrators to secure these recommendations.

The Employer shall expect the administrators to be up-to-date on the knowledge and technology of the profession. To facilitate this, the Employer will:

Section 4.1 Meetings, Workshops, Conventions: Provide time and school district funds for administrators to attend the appropriate local, state, and national meetings and workshops of their associations and other agencies or groups. As a minimum, each administrator shall be entitled to attend one national professional conference of their choice not to exceed two (2) said conventions within a four (4) year period of time.

Section 4.2 Travel: Reimburse each administrator at the rate as allowed by the Board of Education for the use of their private automobile in the performance of travel if school district cars are not available.

Section 4.3 Visitation: Expect the administrators to visit a minimum of three (3) other schools during each school year. The purpose would be to study the educational programs of other districts in order to gain ideas that could benefit our district. Any expenses incurred by such visitations shall be borne by the Employer.

Section 4.4 Office Staff. Provide access to full time secretarial help for all members during the length of the member's contract.

Section 4.5 Evaluation. It is recognized by the Board and the Association that one of the most important functions of principals is the evaluation of staff members. Therefore, the Association will be involved in any changes of evaluation instruments or processes, which involve bargaining units under their supervision.

Section 4.6 Open Personnel File. Before any material, which originates after the administrator is employed by the District, is placed in an administrator's official personnel file, they shall be given a copy of such material and shall sign the original document to indicate they have read it. If they so choose, the administrator may attach to the filed document any explanatory remarks they deem appropriate.

ARTICLE V

TERM OF EMPLOYMENT

The Principals will be on a twelve month contract of 260 days. They will be granted twelve paid holidays and twenty-two vacation days per year. The Teaching and Learning Coordinator's position is an 11 month contract and all subsequent compensation and benefits will be prorated to reflect 11/12th of the contract. Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned. Upon voluntary termination of employment, the member shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the member is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

ARTICLE VI INSURANCE

Section 6.1 Hospitalization and Medical Insurance. The employer shall provide full family coverage under the schools group plan. In accordance with Affordable Care Act guidelines the district shall cap health insurance benefits at \$10,200 for single coverage and \$27,500 for other non self-only policies.

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 member'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 6.2 If an employee chooses a high deductible/health savings account (HSA) insurance plan, the School District shall pay \$2000 of \$2600 for single plan deductible and \$4000 of \$5200 for two (2) person or family plan deductible.

Section 6.3 Each member will have a self-insurance fund of \$1,000.00 maintained by the employer. Dental, optical or other non-paid medical expenses will be paid for each member from this fund upon presentation of accumulated bills. Bills will be submitted semiannually. This fund will not accumulate from year to year. The member shall have the option of electing to add the medical stipend (\$1000) directly to their base salary. If a member chooses to add stipends to the base salary they are not eligible to submit for any medical reimbursement during that contract year. This election must be done by July 1st of the contract year.

Should the employee elect to enroll in an HSA insurance plan the \$1,000 shall be directly deposited in the HSA account.

Section 6.4 Severance Pay/Matching Annuities.

Subd. 1. Members shall be entitled to a School District contribution to a 403B Matching Fund as provided for M.S. 556.24. The School District shall match the member's contribution to any such plan up to the amount of \$3,200.00 per year.

Section 6.5 Long-Term Disability Coverage. The employer will pay for full coverage income protection insurance for all members.

Section 6.6 Life Insurance. The School District shall provide a group term life insurance plan providing coverage of twice the annual salary of each individual member's, payable to the member's named beneficiary.

Section 6.7 Survivors Benefits. If a member (retired or active) who qualified under Article VI dies before all compensation due from the School District under this article is disbursed, the balance shall be paid to a named beneficiary or lacking one, to the deceased's estate.

ARTICLE VII LEAVES AND ABSENCES

Section 7.1 Sick Leave. Each member shall be credited with twenty (20) days sick leave allowance each year. The unused portion of such allowance shall accumulate from year to year to 150 days.

Section 7.2 Family Emergency Leave. Upon advance notice and approval by the Superintendent, a member may apply accumulated sick leave benefits to absence during the basic school year due to death or critical illness in his immediate family. A member's "immediate family" shall include parents, children, grandparents, grandchildren, brothers, sisters, brother-in-law, sister-in-law, spouse and spouse's parents.

Section 7.3 Death or Critical Illness of Relative or Close Friend.

Upon advance notice and approval by the Superintendent, a member may apply accumulated sick leave benefits towards absence during the basic school year due to death or critical illness of a relative or close friend in order to avoid loss of pay for one (1) day per incident plus up to (2) days necessary travel time.

Section 7.4 Personal Leave. Each full-time member is eligible for three (3) days of leave during each basic school year for necessary absence required for the transaction of personal business which cannot be completed outside the normal school day. This leave is non-cumulative and will not be deducted from sick leave credits. Examples of personal business which qualify for use of leave are court appearances, real estate dealings, canceled airline flight preventing timely return to the district and other significant family events. The Superintendent must be informed at least one (1) duty day in advance of when a personal leave will be taken, except for an emergency situation.

Section 7.5 Sabbatical Leave. Qualified full-time member's may be eligible for sabbatical leave for graduate study or travel. In order to be eligible for sabbatical leave, a member must have completed at least six (6) full basic school years of employment as a member by the Employer since the latter of such member's initial date of employment as a member by the employer or the expiration of such member's last previous sabbatical leave. The number of leaves which can be granted in any one year will not exceed one (1) per year. Each leave will normally be for the full basic school year and with sixty percent (60%) basic salary and full fringe benefits. The basic salary will be payable in 12 installments upon written agreement that the member shall return for two years following the sabbatical leave.

Section 7.6 Emergency Leave. A member may be granted an emergency leave during the contract year at the discretion of the Superintendent. Any time granted to a member under this section shall be made up by the member on an equal time basis.

ARTICLE VIII RETIREMENT

Retirement as allowed by law.

ARTICLE IX ADDITIONAL COMPENSATION

Under this article, member's will be compensated for providing services of supervision and/or expertise under section 9.4 and 9.5.

Section 9.1 Extra Curricular. In this case, if a member takes on additional duties normally held by teaching staff, compensation would be negotiated between the member's association and the school board.

Section 9.2 After-School Activities. The members will not be expected to take on any additional activities than those assumed during the prior year.

Section 9.3 The District will pay for administrative fees required by the Department of Education.

Section 9.4 Additional Compensation. Any co-curricular supervision which requires Saturday work or hours beyond-5:00 PM on a weeknights will be paid at the rate of \$30.00 per hour for the entire time of work or compensation time be given during regular working hours. Members that substitute in classroom teaching for a period extending beyond six weeks will receive payment for each class hour taught at the regular substitute rate. This will be above their regular salary.

Administrators assigned to supervise lunch/hallways during the student lunch periods will not be charged for participating in the lunch program.

Section 9.6 Technology/Office Allowance. Each administrator will be allotted six hundred dollars (\$600) to purchase technology items or office equipment for their home office in the performance of their job in accordance with IRS Code Section 132, 162, and 167. The member shall have the option of electing to add the Technology/Office Allowance (\$600) directly to their base salary. If a member chooses to add stipends to the base salary they are not eligible to submit for any Technology/Office Allowance during that contract year. This election must be done by July 1st of the contract year.

ARTICLE X SALARIES

The salaries of the members covered by this agreement shall be as follows:

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023 (2%)</u>	<u>2023-2024 (2%)</u>
Elementary Principal		\$102,401	\$104,449	\$106,538
MS/HS Principal	\$102,401	\$104,449.02	\$106,538	\$108,669
T. and L. Coordinator			\$73,000	\$74,460

At the start of the fifteenth year of employment as an administrator and continuing throughout their district employment, each member will receive a career increment of \$1250 added to their base salary.

ARTICLE XI PAYCHECKS

Section 11.1 Basic Annual Salary. The member's basic salary will be paid in twenty four (24) equal monthly installments on the 15th and 30th of each month.

Section 11.2 Payroll Deductions. Upon appropriate written authorization from the administrator, the Employer shall deduct from the salary of any administrator and make appropriate remittance for credit union, savings bond, tax deferred annuities, or any other plans or programs jointly approved by the Employer and the Association.

ARTICLE XII PUBLIC OBLIGATION

The Employer and the Association mutually recognize that their first obligation is to the public, and that the right of the students and the residents of this district to the continuous and uninterrupted operation of their schools are of paramount importance during the term of this Contract neither the Association nor any individual member shall engage in any strike. The Administrators 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 board policy and ensuring the safety of personnel and property.

ARTICLE XIII GRIEVANCES PROCEDURES

Section 13.1 Grievance Definition. A grievance shall mean an allegation by a member resulting in a dispute or disagreement between the member employee and the school board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Failure at any step of the procedure to appeal the grievance to the next step shall be deemed to be in agreement with the decision rendered at that step. A grievance that affects a group of members may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

The Sibley East Principal's Association represents all members covered by this agreement regardless of membership. The Association shall be permitted to be heard at each level of the procedure under the grievance to be considered.

Section 13.2 A Level One: If a member, assistant member or a group of such members believe there has been a violation of misinterpretation of the Agreement or that such person or persons identified above has been treated unfairly, they shall discuss the matter verbally with the Superintendent, in an attempt to arrive at a satisfactory solution. If a satisfactory settlement cannot be reached as a result of this meeting and the complaint or controversy shall be submitted in writing and processed through the following grievance procedure:

In the event that a conference or hearing under the grievance procedure is held during school hours, each administrator who is a party or witness shall be excused from his regular duties, with pay, to attend such a conference or hearing.

The written grievance signed by the aggrieved member(s) involved and the Association Representative shall be presented to the immediate superior who shall, within five (5) working days, meet with the aggrieved parties and their representative and give a written answer to the grievance within five (5) working days. Failure to meet the ten (10) day limitation automatically settles the grievance in favor of the aggrieved.

B. Level Two: If the grievance has not been resolved in Level One, it shall then be presented to the Superintendent of Schools who shall within five (5) working days set up a meeting with the aggrieved and the Association Representative and the aggrieved within five (5) working days thereafter. Failure to meet this ten (10) day limitation automatically settles the grievance in favor of the aggrieved.

C. Level Three: If a solution to the dispute has not been agreed to during Level Two procedures, the grievance shall be presented to the Sibley East School Board at its next regularly scheduled session or within fifteen (15) calendar days after the Level Two time period has expired, whichever occurs first. (A special board meeting may be necessary). The School Board shall conduct a hearing (Public or Private at the option of the party grieved) with the aggrieved member and the Association Representative and their Counsel, with witness testifying, to discuss the matter and arrive at a solution, which must be submitted in writing to the Association Representative and the aggrieved within ten (10) working days after the hearing. Failure to meet the time limitation automatically settles the grievance in favor of the aggrieved. If no solution can be reached between the Board and the aggrieved, the matter will proceed to arbitration within given working days after receipt of the School Board's answer.

D. Level Four: If no solution has been reached at this point, the Superintendent and the aggrieved party will attempt to select a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If no such agreement has been reached within five (5) working days, a request of a list of five (5) names from the director of the Bureau of Medication Services, State of Minnesota will be made. The parties shall alternately strike names from the list until only one name remains who shall be the arbitrator to hear and decide the solution to the grievance. The School Board representative shall strike the first name.

1. Hearing – The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons they may designate, and the parties shall have the right to a hearing at which time both parties will have opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.
0. Decision – The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him shall be final and binding upon the parties.
0. Expenses – All expenses involved at such hearing shall be borne equally by the School Board and the Principal's Association.

0. Jurisdiction – The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this grievance procedure.

Section 13.3 A. Reprisals: No reprisals of any kind will be taken by the Board of Education or any member of the administration against any aggrieved person, or any other participants in the grievance procedure by reason of such participation. No grievance or decision rendered on a grievance shall be placed in an administrator’s personnel file, nor shall it become a part of the minutes of any Board of Education meeting, except as to reference by number.

ARTICLE XIV ADMINISTRATIVE REVIEW IN EMPLOYEE GROUP NEGOTIATIONS

All administrators have legitimate concerns, expertise, and perspective in the areas covered by the demands presented in the negotiations process with other groups of employees. These concern, expertise and perspective are essential input to the Employer in the decision making process of negotiations. The Superintendent is to keep the members informed of any actions of business at the conclusion of each negotiations meeting between the local SEEA and the Board of Education. Therefore, the Employer shall instruct its negotiators to meet with the administrator’s organization with sufficient frequency to receive this input and shall keep the Association informed on a current basis of all demands presented and action taken thereon.

ARTICLE XV MANAGEMENT RIGHTS

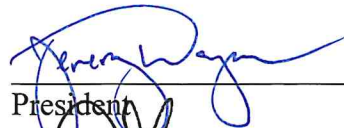
Section 15.1 Authority and Power of the Employer. The Laws of the State of Minnesota have vested in the Employer the full authority to manage and direct the operation of the school district, and to adopt, modify, or repeal policies, rules and regulations for the district. All such management and direction of the Employer shall continue unimpaired, except as limited by a specific provision of this Contract.

Section 15.2 Provision Contrary to Law. Any portion of this Contract which violates any provision of the laws of Minnesota or the United States, or any rules or regulation promulgated there under, either now or hereafter, shall be null and void and without force and effect. The provisions of the contract shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held invalid, it shall not effect any other provisions of this Contract or the application of such provision under other circumstances. The Employer and the Association shall meet to attempt to negotiate an amended clause to replace any invalid provision.

ARTICLE XVI DURATION AND RENEGOTIATION OF CONTRACT

Section 16.1 Term of Contract. This Contract shall become effective as of July 1, 2022, and shall continue in full force and effect to include June 30, 2024, and thereafter, except as modified in accordance with the provisions of this Article XVI.

IN WITNESS THEREOF, the parties have executed this Agreement as follows:
Sibley East Principals Association Independent School District 2310



President

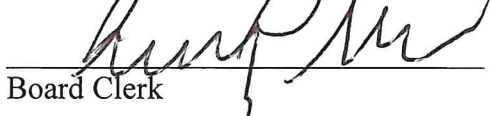


Secretary

Dated this 10 of August



Board Chair



Board Clerk