Master Agreement

For the

2013-2015

School Years

Between

Independent School District No. 721

&

The Principals/Assistant Principals

New Prague, Minnesota

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MASTER AGREEMENT – THE BUILDING PRINCIPALS/ ASSISTANT PRINCIPALS

INDEPENDENT SCHOOL DISTRICT 721 NEW PRAGUE, MINNESOTA 56071

2013-2015

This administrative contract is entered into by the School Board of Independent School District No. 721 of New Prague, Minnesota, 56071, hereafter referred to as the "Board" and the Principals/Assistant Principals, hereafter, unless otherwise noted, referred to as "Principals," of District 721.

ARTICLE I

STATEMENT OF POLICY

The Board and the Principals/Assistant Principals have mutual goals: to provide an educational program of excellence to the students within the New Prague Public Schools; and to maintain a school operation that is efficient and equitable to the clientele and patrons of the New Prague Public Schools. The Board and the Principals/Assistant Principals agree to meet in good faith to negotiate hours of employment, the compensation therefore, and the economic aspects of employment.

ARTICLE II

PROFESSIONAL RESPONSIBILITIES OF PRINCIPALS

Section 1. Responsibilities:

The Principals/Assistant Principals agree to discharge their responsibilities to the Board, the faculty, and students of the New Prague School District according to the job specification for each principal's position, and in a manner which exemplifies the fullest professional concern for the clientele and educational program of the School District. It shall be the responsibility of all Principals/Assistant Principals to be informed on School District affairs so that the Board shall have the benefit of professional recommendations concerning the decisions that must be made. The Board shall expect the Principals to be up-to-date on the knowledge and technology of the profession.

<u>Subd.1.</u> The Board will provide time and funds for Principals/Assistant Principals to attend the local and state meetings and workshops of their associations and other agencies and groups upon approval of the Superintendent. As a minimum, each Principal shall be entitled to attend one national professional conference of his/her choice each year and each Assistant Principal every other year. These funds will be provided from district staff development funds.

<u>Subd.2.</u> The Board will pay dues for membership in the state and national professional organization; annual licensure fee for each Principal/Assistant Principal; and memberships in local, state, or national professional or service organizations as determined by the Superintendent.

<u>Subd. 3.</u> The Board will reimburse tuition, up to 9 semester hours per year, to each Principal/Assistant Principal who enrolls and successfully completes a course related to his or her job assignment at an accredited college or university.

<u>Subd. 4.</u> The Board will reimburse each Principal/Assistant Principal, at the established mileage rate, for use of private vehicles in the performance of their duties.

ARTICLE III

MEET AND CONFER

The Board agrees to meet and confer with the Principals/Assistant Principals to discuss policies and those matters related to employment. Either party can call these meetings at any time. Either party regarding such meetings, unless both parties agree to meet immediately, must give 72 hours prior notice.

ARTICLE IV

CONTRACT YEAR AND PAID HOLIDAYS

Section 1. Contract Year:

The contract year for all Principals/Assistant Principals shall be July 1 – June 30. Principals shall be granted 20 non-duty days during the contract year. Assistant Principals shall be granted 30 non-duty days during the 2013-2014 contract year. Beginning the 2014-2015 contract year, Assistant Principals shall be granted 28 non-duty days. Non-duty days may be carried over until January 1 of the following year. Non-duty days shall be approved via electronic Time Off system.

Section 2. Paid Holidays:

There will be eleven (11) paid holidays year to coincide with the school calendar as adopted by the School Board:

New Year's Day Thanksgiving Day

President's Day Friday after Thanksgiving

Good Friday Christmas Eve Day

Memorial Day Christmas Day

Independence Day New Year's Eve Day

Labor Day

When a holiday falls on Saturday or Sunday, that day shall not be considered a holiday for the employees of the District and the holiday will be observed no a day established by the School District. The School District reserves the right to schedule work on any of the above-named holidays as long as a different day is established to be observed as a replacement holiday.

ARTICLE V COMPENSATION

Section 1. Salary Schedule:

<u>Subd. 1.</u> A newly hired Principal/Assistant Principal shall be afforded the opportunity of having representation from the Association's bargaining unit at the time of salary agreement with the Board. The salary adjustment granted to bring a lower paid Principal/Assistant Principal into a proper compensation relationship with other Principals/Assistant Principal will not be included in calculating the total package cost of increases granted to the Association as a group.

Subd. 2. Salary Schedule

Employees hired after contract ratification:

Elementary	Middle	High School	Middle School	High School
School	School	Principal	Assistant	Assistant
Principal	Principal		Principal	Principal
BASE	1.035%	1.065%		
\$112,900	\$116,852	\$120,239	\$91,731	\$98,788

<u>Subd. 3.</u> The above salaries are the guidelines for the hiring of new Principals/Assistant Principals. The District reserves the right to hire above these salaries, but may not hire below them, except if a position would be part-time, in which case the salary would be pro-rated from the above schedule.

<u>Subd. 4.</u> After initial employment, future increases in salary for Principals/Assistant Principals will increase from their current salaries for the current year of the contract, and not the above schedule.

Section 2. Longevity:

Principals/Assistant Principals will be entitled to longevity payments according to the following years completed schedule:

4	Years	\$2,000
8	Years	\$3,000
11	Years	\$4,000

ARTICLE VI

GROUP INSURANCE

Section 1. Health Insurance:

<u>Subd. 1.</u> The School District shall contribute up to the sum of \$12,236 for the 2013-2014 contract year and \$12,848 for the 2014-2015 contract year to be used for premium payment for individual or family coverage. The employee must enroll in a minimum of a single plan. If not using the full contribution for premium expense the employee will receive the excess contribution placed in the Post Retirement Health Care Savings Plan. Any additional cost of the premium beyond the District contribution shall be borne by the employee and paid by payroll deductions.

<u>Subd. 2. Paid Deductible:</u> The School District will reimburse a portion of the medical deductible for all members of this unit. For single coverage, the District will begin reimbursement pay for all dollars after the first \$250 paid by the employee. For family coverage the District will begin reimbursement pay for all dollars after the first \$500 paid by the employee. Reimbursement will be paid by the District after submission of documentation by the insurance company of deductible owed.

Section 2. Dental Insurance:

The School District shall contribute up to the sum of \$893 for the 2011-2012 contract year and \$920 for the 2013-2015 contract years toward the premium for single or family coverage for all Principals/Assistant Principals who elect, qualify for and are enrolled in the District's dental health plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deductions. Principals/Assistant Principals may participate in the District's group insurance dental program for a period not to exceed fifteen (15) years after retirement.

Section 3. Term Life Insurance:

During the period of this agreement, any increase in insurance protection granted to any employee group other than the Principals/Assistant Principals in the employ of the District, which bargained for and expressed as part of a written contract, shall insure to the benefit of employees subject to this agreement, provided the insurance protection of such other employee group other than Principals/Assistant Principals is greater than the protection provided under this article after such insurance is made effective. Such increase in insurance for other employee groups shall be made effective, at the same time, for the Principals/Assistant Principals. For Principals/Assistant Principals, the District will provide a \$150,000 term policy. This term policy will pay double the specified amount in the event of accidental death. Each Principal/Assistant Principal may personally purchase additional group insurance coverage if the insurer permits.

Section 4. Long Term Disability:

The School District will pay the full premium for each Principal/Assistant Principal working more than half time, a long-term disability insurance plan, providing a benefit of two-thirds (2/3) of the employees regular monthly compensation, with a waiting period of not more than sixty (60) calendar days after the date of disability. Benefits shall continue, pursuant to the terms and conditions of the policy.

Section 5. Worker's Compensation: A Principal/Assistant Principal receiving compensation under Worker's Compensation may elect to apply accumulated sick leave credits to make up the difference between the Worker's Compensation payments and such Principal's salary.

Deductions from sick leave will be made on a prorated basis according to the additional payments to the Principal. In no event shall the additional compensation paid to the Principal

result in the payment of total daily, weekly, or monthly compensation in excess of such Principal's basic salary.

ARTICLE VII LEAVES

Section 1. Sick Leave:

Sick leave for Principals shall be earned at the rate of twenty (20) days per year. Sick leave for Assistant Principals shall be earned at the rate of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of two hundred forty (240) days. Documentation of such leave shall be made via electronic Time Off system. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness of an employee's child. Sick leave for the care of other relatives (adult child, spouse, sibling, parent, stepparent or grandparent) will adhere to Minnesota Statute 181.9413 up to a maximum of 160 hours during a school year. Additional days can be granted at the discretion of the District Administration. Any Principal/Assistant Principal returning to the District after a leave shall retain all accumulated sick leave.

Section 2. Catastrophic Leave:

The District, upon approval of the Superintendent, shall provide an annual pool of no more than fifteen (15) days sick leave to be utilized by Principals/Assistant Principals who have exhausted all accumulated sick leave and are not yet eligible for LTD benefits. This pool is non-cumulative.

Section 3. Personal Leave:

Principals/Assistant Principals will receive three (3) days non-accumulative of personal leave yearly. These days may not be used the first week, nor the last three weeks of the students' school year, without the Superintendent's approval. No more than one Principal/Assistant Principal may be gone on the same day, without prior approval of the Superintendent. Documentation of such leave shall be made via electronic Time Off system.

Section 4. Emergency Leave:

Each Principal/Assistant Principal may be granted an emergency leave with pay at the discretion of the Superintendent of no more than five (5) days per year, non-accumulative, for situations that arise requiring the Principal's personal attention that cannot be covered under the provisions

of this agreement. An absence when school is not in session due to being snow bound is to be considered an emergency in this agreement. Documentation of such leave shall be made via electronic Time Off system.

Section 5. Bereavement Leave:

The employee may be granted up to five (5) days of leave per incident, non-cumulative, with pay (at the discretion of the Superintendent) for a death in your immediate family. The immediate family shall include spouse, parent, child, sibling, aunt/uncle, niece/nephew, grandparents, grandchildren, and corresponding in-laws. In unusual circumstances, the Superintendent may grant additional days of bereavement leave. Approval of such leave shall be made via electronic Time Off system.

Section 6. Sabbatical Leave:

<u>Subd. 1.</u> The Board, at its discretion, may grant a Principal/Assistant Principal a sabbatical leave if in the opinion of the Board the program submitted by the Principal/Assistant Principal would benefit the District. The Principal/Assistant Principal will become eligible for a sabbatical after five (5) years of administrative experience in the District.

<u>Subd. 2.</u> The Principal/Assistant Principal shall submit a written request prior to February 1, including a detailed outline of the program of study, to the Board. The Principal/Assistant Principal will receive written notice from the Board as to the disposition of the request by March 1.

<u>Subd. 3.</u> A Principal/Assistant Principal who is granted a sabbatical leave must commit himself/herself to serve in the New Prague Area Schools for an amount of time commensurate with the length of the sabbatical leave following the termination of the leave. The Principal/Assistant Principal shall repay all salary and fringe benefits received during the sabbatical leave if he/she does not return to work as agreed upon.

<u>Subd. 4.</u> Upon completion of the sabbatical leave, the Principal/Assistant Principal shall return to the position occupied prior to the leave, or to a similar position previously agreed upon and shall receive credit for the service just as he/she would have had he/she been serving in the school system.

<u>Subd. 5.</u> While on an approved sabbatical leave, the Board shall pay the Principal/Assistant Principal 50% of the salary he/she would receive during the time for which the sabbatical is granted. The Board will also pay the premiums for life, disability, medical, and hospital

insurance carried by the District for its employees and the District's share of TRA and social security payments.

Section 7. Maternity Disability Leave:

<u>Subd. 1.</u> Principals/Assistant Principals may utilize available sick leave, subject to the provisions of this Section, for periods of disability related to pregnancy, miscarriage, or childbirth.

<u>Subd. 2.</u> A pregnant Principal/Assistant Principal shall notify the personnel office in writing no later than the end of the fifth month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Section 8. Unpaid Child Care/Adoption Leave:

<u>Subd. 1.</u> The Board subject to the provisions of this Section and applicable state and federal laws shall grant unpaid child care/adoption leave.

<u>Subd. 2.</u> Child care/adoption leave shall be granted because of the birth or adoption of a child and to care for such child.

<u>Subd. 3.</u> A Principal/Assistant Principal making application for child care/adoption leave shall inform the personnel office in writing of the intention to take a leave once the adoption application has been approved and again as soon as possible after notification of the child's expected arrival date. The application shall include the beginning date and the return date for the child care/adoption leave. If, due to unforeseen circumstances, the desired commencement of the proposed leave is less than one hundred twenty (120) days, the terms of the adoption leave shall be determined by the mutual agreement of the Principal/Assistant Principal and the Superintendent.

<u>Subd. 4.</u> If the reason for the child-care leave is occasioned by pregnancy, a Principal/Assistant Principal may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant Principal/Assistant Principal will also provide at the time of the leave application a statement from the physician indicating the expected day of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician.

<u>Subd. 5</u>. In making a determination concerning the commencement and duration of a child care/adoption leave, the Board shall not, in any event, be required to grant any leave more than twelve (12) months in duration.

<u>Subd. 6.</u> A Principal/Assistant Principal returning from child care/adoption leave shall be reemployed in a position for which the Principal/Assistant Principal was qualified prior to the leave, provided the Principal/Assistant Principal returns on the date approved by the Board.

<u>Subd. 7.</u> Leave under this Section shall be without pay or fringe benefits except as required by state or federal law. A Principal/Assistant Principal on child care/adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she/he wishes to retain commending with the beginning of the child care/adoption leave. The right to continue participation in such group insurance programs, however, will terminate if the Principal/Assistant Principal does not return to the District pursuant to this Section. Child care leave runs concurrently with FMLA and other leaves.

<u>Subd. 8.</u> The parties agree that periods of time for which the Principal/Assistant Principal is on child care/adoption leave shall not be counted in determining the completion of probationary period.

<u>Subd. 9.</u> A Principal/Assistant Principal who returns from child care/adoption leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement and the commencement of the beginning of the leave. The Principal/Assistant Principal shall not accrue additional experience credit for pay purposes or leave time during the period of the child care/adoption leave.

Section 9. Leave of Absence:

If a Principal/Assistant Principal, for personal or private reasons, requests a leave of absence for one school year, the Board shall reinstate the Principal/Assistant Principal to the same position or a position commensurate with the one vacated. A Principal/Assistant Principal planning to request a leave of absence must have notified the Board in writing by April 1, or a date agreed upon during the school year prior to the leave. The Principal shall receive no pay for this year's time.

Section 10. Aging Parent Leave:

An unpaid leave to allow a Principal/Assistant Principal to assist an aging parent shall be granted by the Board subject to the provisions of the Family Medical Leave Act. The length of this leave shall be subject to mutual agreement of the Principal and the Superintendent.

ARTICLE VIII

MISCELLANEOUS BENEFITS

Section 1. Deferred Compensation:

<u>Subd. 1.</u> Full time Principals/Assistant Principals shall be entitled to a matching District contribution to the Minnesota Deferred Compensation Plan (MN Stat. No. 352.96 and 356.24) of \$2,000 yearly. Commencing with the 2014-2015 contract year, full time Principals/Assistant Principals shall be entitled to a matching District contribution to the Minnesota Deferred Compensation Plan (MN Stat. No. 352.96 and 356.24) of \$3,000 yearly.

<u>Subd. 2.</u> In the event of the Principal's death prior to leaving the employment of the District, all severance pay earned shall be paid to the Principal's named beneficiary(ies) or to his/her estate if a beneficiary has not been named. Such payment shall be made within sixty (60) days of the Principal's death.

Section 2. Wellness:

<u>Subd. 1.</u> Principals hired before July 1, 2014, who have completed 10 (ten) years of continuous service with the District, and a resignation has been accepted for reasons other than retirement, are eligible for Wellness compensation. This compensation equals the lesser of 50% of unused sick leave or \$20,000.

<u>Subd. 2.</u> Principals/Assistant Principals who have completed 10 (ten) years of continuous service with the District and resignation has been accepted due to retirement are eligible for Wellness compensation. This compensation equals the lesser of 60% of unused sick leave or \$40,000.

Section 3. Post Retirement Health Care Savings Plan:

Principals/Assistant Principals of District #721 will be able to participate in the Post Retirement Health Care Savings Plan (MN.2001, Chapter 352.98). For the duration of this contract, 100% of the wellness and retirement benefit (Article VII, sections 2 and 3) due to a member of this group upon resignation, shall be placed in Post Retirement Health Care Savings Plan account. Principals/Assistant Principals may participate in the District's group insurance health program for a period not to exceed fifteen (15) years after retirement.

Section 4. Retirement Benefit:

The District, upon acceptance of resignation of a Principal due to retirement, shall contribute \$35,000 into the Post Retirement Health Care Savings Plan (MN.2001, Chapter 352.98). The

District, upon acceptance of resignation of an Assistant Principal due to retirement, shall contribute \$20,000 into the Post Retirement Health Care Savings Plan (MN.2001, Chapter 352.98).

Section 5. Survivors Benefit:

If, after the acceptance of a resignation due to retirement, the Principal/Assistant Principal dies before receiving payment, the balance due for Wellness and Retirement Benefit shall be paid to the Principal's/Assistant Principal's named beneficiary(ies), or lacking same, to the surviving spouse of the Principal/Assistant Principal, if any; otherwise, to the estate of the deceased Principal/Assistant Principal. A Principal/Assistant Principal after completing 10 (ten) years of continuous service to the District, dies prior to submitting a resignation due to Retirement shall have the Wellness and Retirement Benefit paid to the Principal's/Assistant Principal's named beneficiary(ies), or lacking same, to the surviving spouse of the Principal/Assistant Principal, if any: otherwise, to the estate of the deceased Principal/Assistant Principal. No benefits under this Article shall be granted to any Principal/Assistant Principal who has been discharged by the District.

ARTICLE IX

GRIEVANCE PROCEDURE

In the event a Principal/Assistant Principal wishes to file a grievance, the chain pursuing the grievance is as follows: Superintendent, Principals' Committee of the Board, and finally the full Board. The BMS grievance procedure shall be applicable whenever a public employee and the exclusive representation of public employees cannot reach agreement on a grievance procedure as required by PELRA.

ARTICLE X

STRIKES AND WORK STOPPAGES

The Principals/Assistant Principals covered in 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 insuring the safety of personnel and property. In no event will the compensation for Principals/Assistant Principals be halted or suspended due to strikes or work stoppages of other district employees.

ARTICLE XI

PROCEDURES AND ADJUSTMENT OF THIS AGREEMENT

On or before one hundred twenty (120) calendar days prior to the expiration of this Agreement, the Board and the Principals/Assistant Principals shall begin to meet and confer for the purposes of updating and improving this administrative contract.

ARTICLE XII

DURATION OF THE CONTACT

This Agreement shall become effective as of July 1, 2013, and shall continue in full force and effect to and including June 30, 2015.

IN WITNESS THEREOF, we have	IN WITNESS THEREOF, we have
subscribed our signatures	subscribed our signatures
this day of, 2014.	this day of, 2014.
Negotiator	Chairperson
Negotiator	Clerk
	Chief Negotiator