

# **AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT 196**

**and**

**PRINCIPALS' ASSOCIATION OF ROSEMOUNT**

**PRINCIPALS**

Effective July 1, 2024  
Through June 30, 2026

## TABLE OF CONTENTS

### ARTICLE I – PURPOSE

Section 1.	Parties .....	1
------------	---------------	---

### ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1.	Recognition.....	1
Section 2.	Appropriate Unit.....	1

### ARTICLE III – DEFINITIONS

Section 1.	School Board.....	1
Section 2.	Positions Included in Unit.....	1
Section 3.	Principals or Employees .....	1
Section 4.	Superintendent .....	1
Section 5.	Other Terms .....	1
Section 6.	Association .....	1
Section 7.	PELRA.....	1

### ARTICLE IV – DISTRICT RIGHTS

Section 1.	Inherent Managerial Rights.....	1
Section 2.	Management Responsibilities .....	1
Section 3.	Effect of Laws, Rules and Regulations .....	2
Section 4.	Reservation of Managerial Rights.....	2

### ARTICLE V – COMPENSATION

Section 1.	Salary .....	2
Section 2.	Status of Salary .....	2
Section 3.	Travel Allowance.....	2
Section 4.	College Credits .....	2
Section 5.	Holidays.....	2
Section 6.	Work Year .....	2
Section 7.	Contract Period .....	2
Section 8.	Professional Organization Fees.....	2
Section 9.	Vacation.....	2
Section 10.	Method of Payment.....	3
Section 11.	Conventions .....	3
Section 12.	Stipend Incentive .....	3
Section 13.	Longevity Incentive .....	3
Section 14.	Part Time Principals.....	3
Section 15.	Daily Rate of Pay .....	4

### ARTICLE VI – GROUP INSURANCE

Section 1.	Selection .....	4
Section 2.	Health and Hospitalization Insurance .....	4
Section 3.	Term Life Insurance.....	4
Section 4.	Income Protection .....	4
Section 5.	Dental Insurance .....	5
Section 6.	Claims Against the District.....	5
Section 7.	Duration of Insurance Contribution .....	5

### ARTICLE VII – LEAVE OF ABSENCE

Section 1.	Sick Leave .....	5
Section 2.	Worker's Compensation .....	6

Section 3.	Bereavement .....	6
Section 4.	Military Leave.....	6
Section 5.	Parenting Leave .....	6
Section 6.	Required Jury Duty .....	7
Section 7.	Emergency Leave .....	7
Section 8.	Insurance While on Leave .....	7

#### ARTICLE VIII – SEVERANCE

Section 1.	Severance Pay .....	7
Section 2.	Insurance for Principals Eligible for Severance.....	8
Section 3.	Accumulated Leave Contributions for the Savings Plan.....	8
Section 4	Death Benefit .....	9

#### ARTICLE IX – 403(b)/457(b) MATCHING CONTRIBUTION PLAN

Section 1	Matching Contribution Plan.....	9
Section 2	Purpose .....	10
Section 3	Legal Authority.....	10
Section 4	Principal Authorization.....	10
Section 5	Eligibility .....	10
Section 6	Vendors.....	10
Section 7	Participation.....	10
Section 8	ISD 196 Matching Contribution .....	10
Section 9	Compliance .....	10

#### ARTICLE X – REASSIGNMENT, UNREQUESTED LEAVE OF ABSENCE AND REINSTATEMENT

Section 1	Purpose .....	10
Section 2	Determination of Seniority .....	10
Section 3	Staff Change .....	11
Section 4	Continuing Contract Rights .....	11
Section 5	Reinstatement.....	11
Section 6	Unemployment Benefits .....	12

#### ARTICLE XI – GRIEVANCE PROCEDURE

Section 1.	Grievance Definition.....	12
Section 2.	Representative.....	12
Section 3.	Definitions and Interpretations.....	12
Section 4.	Time Limitation and Waiver.....	12
Section 5.	Adjustment of Grievance .....	13
Section 6.	School Board Review .....	13
Section 7.	Denial of Grievance .....	13
Section 8.	Arbitration Procedure.....	13

#### ARTICLE XII – PUBLIC OBLIGATION

Section 1.	First Obligation.....	14
Section 2.	Work Stoppage .....	14

#### ARTICLE XIII – DURATION

Section 1.	Terms and Reopening Negotiations .....	14
Section 2.	Effect.....	14
Section 3.	Finality .....	14
Section 4.	Severability .....	14

SCHEDULE A

2024-25 Principal’s Salary Schedule .....	16
2025-26 Principal’s Salary Schedule.....	16

## ARTICLE I

### PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District 196, Rosemount, Minnesota, hereinafter, referred to as the District, and the Principals' Association of Rosemount, hereinafter referred to as exclusive representative, 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 District recognizes the Principals' Association of Rosemount as the exclusive representative of principals employed by the 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 exclusive representative shall represent all the principals of the District as defined in this Agreement and in said Act.

## ARTICLE III

### DEFINITIONS

Section 1. School Board: "School Board or Employer" shall mean the School Board of Independent School District 196, or its designee.

Section 2. Positions Included in Unit: Positions included within the principals' appropriate unit are as follows: Principals and Assistant Principals as defined by Minn. Stat. (1998) Section 179A.03, Subd.12 as amended, and who are employed in such positions in the District. Such persons excluded by law shall be excluded from the unit.

Section 3. Principals or Employees: "Principals or Employees" shall mean personnel included in the unit stipulated in Article II.

Section 4. Superintendent: "Superintendent" shall mean the Superintendent of Schools, or designee.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined in the P.E.L.R.A.

Section 6. Association: "Association" shall mean the Principals' Association of Rosemount.

Section 7. P.E.L.R.A.: "P.E.L.R.A." shall mean the Public Employment Labor Relations Act of 1971, as amended.

## ARTICLE IV

### DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, the overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative and the School Board recognize that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative and the School Board also recognize that the School Board and 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 Department 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 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

## ARTICLE V

### COMPENSATION

Section 1. Salary: The salaries for 2024-2025 and 2025-2026 are set forth in Schedule A. In placing an individual on the salary schedule for any job classification, the District may consider such factors as previous work experience and compensation history.

Section 2. Status of Salary: 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.

Section 3. Travel Allowance: Principals shall be reimbursed for all private automobile usage which is incurred in connection with the District business at the rate per mile which was excludable from federal income tax on the July 1 immediately preceding the date of such usage.

Section 4. College Credits: Principals shall be reimbursed for courses directly related to the principal's area. The lesser of \$150.00 or the actual tuition cost per graduate quarter hour earned shall be granted upon submittal of transcript(s) and tuition statement(s) to the coordinator of Human Resources. Such reimbursement is subject to the prior approval of the superintendent or his/her designee.

Section 5. Holidays: Principals are entitled to fifteen (15) paid holidays. Said holidays are to be designated by the Superintendent of Schools.

Section 6. Work Year: The duty year for all principals shall be 52 weeks with the following work and vacation days:

High School Principals	235 work days, 25 vacation days
SES Principal	230 work days, 30 vacation days
Middle School Principals	230 work days, 30 vacation days
Elementary School Principals	225 work days, 35 vacation days
Middle School Assistant Principals	230 work days, 30 vacation days
High School Assistant Principals	230 work days, 30 vacation days

Section 7. Contract Period: The contract period for principals shall be as set forth in Article V, Section 6, above, except as otherwise modified by School Board action pursuant to Article X of the Agreement.

Section 8. Professional Organization Fees: The District shall pay the cost of membership in one (1) national organization and its state affiliate. Additional organizations may be granted to a principal upon approval by the superintendent or his/her designee.

Section 9. Vacation: Each principal shall receive a yearly paid vacation as set forth in Section 6 above. It is recommended that all vacation for a contractual year be taken prior to December 31 of the subsequent school year. Vacation may be carried beyond December 31 of the subsequent school year, for a period not to exceed twelve (12) months. Vacation unused by December 31 of that following year will be forfeited. Vacation days shall be subject to the approval of the Superintendent or his/her designee.

On December 10<sup>th</sup> of each contract year the District shall direct seven (7) days of each principal's accrued vacation pay to be paid out under the "savings plan" as provided for in Article VIII, Section 3 of this employment agreement not to exceed the total number of vacation days payable at the time of separation. Principals reaching age 55 on or before December 10<sup>th</sup> shall increase the number of vacation days directed to the "savings plan" to seventeen (17) days, up to the limit payable upon separation. Any days paid out under the "savings plan" shall be deducted from the principal's accrual and shall reduce the maximum payout to the principal at the time of separation from the District in the same number of days.

Eligibility for this payment under the "savings plan" shall cease once the days of vacation contributed to the "savings plan" reaches the maximum number of days allowed for payout under this Section. Payment for any accrued and unused vacation, to a maximum number of days (not to exceed two times the annual accrual), shall be paid to the principal upon separation from the District.

Principals at the time of open enrollment may elect to sell three (3) future vacation days per year. The cash value of these days will be paid on the first feasible paycheck of the new fiscal year following the open enrollment period. These days are not subject to the savings plan described above nor shall they reduce the maximum payout at separation as described above.

Principals who separate employment and have ever sold any vacation days back to the District, other than through the "savings plan," and all principals hired after 7/1/2014 may only use up to their annual accrual (one year's worth) of vacation days during their final twelve months of employment. All remaining accrued vacation days shall be forfeited.

EXAMPLE: An Elementary School Principal is retiring following the end of the 2015-16 school year. He/she has 25 unused vacation days carried over from the 2014-15 school year (eligible for carryover until December 31, 2016) and another 25 vacation days accrued and unused from the 2015-16 school year (had "sold" 3 days vacation and had 7 days contributed to the "savings plan" in December 2015 and had not used any vacation during the 2015-16 year) for a vacation balance of 50 days. This principal has had a total of 57 days paid out to the "savings plan" as of the date of his/her retirement. This principal could use 35 vacation days vacation prior to his/her retirement date and would receive payment for 13 days (70 max accrual minus 57 days paid to "savings plan") upon his/her 2016 separation as outlined in Article VIII, Section 3.

Vacation is prorated relative to the period of time of leave or separation with the District.

Section 10. Method of Payment: All principals shall be paid in twenty-four (24) payments, such paydays to be on the 15th and last day of each month. In the event that pay dates fall on the weekend or holiday, the payday shall be the preceding workday.

Section 11. Conventions: Principals have the option of attending a state or national convention/workshop each year with prior approval of the superintendent or his/her designee.

Section 12. Stipend Incentive: The principals shall be compensated for advanced education according to the following schedule:

<u>Degree</u>	<u>Effective 7/1/2024</u>	<u>Effective 7/1/2025</u>
Doctorate	\$6,833	\$7,106
Education Specialist	\$5,465	\$5,684

Section 13. Longevity Incentive: Full time principals shall be compensated for continuous years of service as a principal according to the following schedule.

<u>Years Completed (as of September 1 of each year)</u>	<u>Effective 7/1/2024</u>	<u>Effective 7/1/2025</u>
9 or more	\$6,626	\$6,891
6, 7, 8	\$5,602	\$5,826

Section 14. Part Time Principals: Principals who are less than full time as principals shall receive salary, stipends and benefits on a prorated basis.

Section 15. Daily Rate of Pay:

Subd. 1. For the purposes of calculating payroll, the daily rate of pay shall be the gross salary of a principal at the time, divided 260 days (Gross Annual Salary/260).

Subd. 2. For the purposes of calculating the payout of unused vacation, the daily rate of pay for principals shall be the gross annual salary of a principal at the time, divided by (the quantity) 260 minus vacation days (Gross Annual Salary/(260-Vacation Days)).

ARTICLE VI

GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the District as provided by law.

Section 2. Health and Hospitalization Insurance: The District contribution toward health and hospitalization insurance shall be as follows:

Subd. 1. Individual Coverage: Effective July 1, 2024 the District shall contribute \$928 per month toward the premium for individual coverage for each full-time principal employed by the District who qualifies for and is enrolled in the District group health and hospitalization plan. Effective July 1, 2025 the District shall increase this amount to \$1,002 per month. After June 30, 2026, 50% of any future premium increases shall be borne by the principal and paid by payroll deduction and the remaining 50% of such premium increase shall be borne by the District (pending the next contractual agreement).

Subd. 2. Employee Plus One Dependent Coverage: Effective July 1, 2024 the District shall contribute \$2,060 per month toward the premium for employee plus one dependent coverage for each full-time principal employed by the District who qualifies for and is enrolled in the District group health and hospitalization plan. Effective July 1, 2025 the District shall increase this amount to \$2,225 per month. After June 30, 2026, 50% of any future premium increases shall be borne by the principal and paid by payroll deduction and the remaining 50% of such premium increase shall be borne by the District (pending the next contractual agreement).

Subd. 3. Employee Plus Dependents Coverage: Effective July 1, 2024 the District shall contribute \$2,732 per month toward the premium for employee plus dependents coverage for each full-time principal employed by the District who qualifies for and is enrolled in the District group health and hospitalization plan. Effective July 1, 2025 the District shall increase this amount to \$2,951 per month. After June 30, 2026, 50% of any future premium increases shall be borne by the principal and paid by payroll deduction and the remaining 50% of such premium increase shall be borne by the District (pending the next contractual agreement).

Subd. 4. For active principals participating in the high deductible health plan option, the District shall contribute to an HRA/VEBA account for the employee an amount representing the difference between the premium (individual, employee plus one dependent or employee plus dependents, whichever the employee is enrolled in) for the high deductible plan, and the District contribution toward insurance as provided in Article VI, Section 2, Subd. 1-3. This provision shall be in effect so long as the District offers a high deductible plan and the contributions listed in Article VI, Section 2, Subd. 1-3 exceed the cost of the high deductible plan premium by at least \$10 per month.

Section 3. Term Life Insurance: The School Board shall pay the full premium equal to four times the principal's gross annual salary to the nearest \$1,000 of term life insurance coverage for each full-time principal employed by the District who qualifies for and is enrolled in the District's group term life insurance plan (or coverage as allowed by the life insurance carrier based on age).



Section 4. Income Protection: The income of the principal who becomes disabled from sickness or accident will be insured after 90 calendar days to the extent of 66 2/3% of gross salary less other disability benefits. Benefits to disabled principals will be determined and paid as described in the long-term disability policy. All principals eligible for and enrolled in the District's long-term disability insurance plan as of the date of this Agreement and all future eligible principals shall be enrolled in this long-term disability plan and shall pay the full premium cost for this coverage by payroll deduction. In the event a principal has exhausted all sick leave before the start date of long term disability payment, he/she may utilize sick days transferred from a principals' sick bank (accrued sick days). Principals transferring sick days to a sick bank are responsible for any tax consequences of such transfer.

Section 5. Dental Insurance: The School Board shall pay the full premium for individual or family coverage for each full-time principal employed by the District who qualifies for and is enrolled in the District group dental insurance plan.

Section 6. Claims Against the District: It is understood that the 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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: A principal is eligible for the District contribution as provided in this Article as long as the principal is employed by the District. Upon termination of employment, all District compensation shall cease, except as provided in Article VIII, Section 2, Subd. 1 and Subd. 2.

## ARTICLE VII

### LEAVES OF ABSENCE

#### Section 1. Sick Leave:

Subd. 1. A full-time principal shall earn sick leave at the rate of 1.5 days per month worked, in the employ of the District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Unused sick leave days may accumulate to a maximum of 300 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever a principal's absence is found to have been due to illness of the principal or the principal's child which prevented attendance at school and performance of duties on that day or days.

Subd. 4. The District may require a principal to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a principal for sick leave is reserved to the District. In the event that a medical certificate will be required, the principal will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Subd. 6. Sick leave pay shall be approved only upon submission of an electronic request.

Subd. 7. Up to five (5) days sick leave per occurrence may also be used for serious illness or injury to the principal's spouse, mother, father, brother, sister, parent, grandparent, grandchild, all in-laws of the same degree and legal conservatee (with legal documentation).

PAR employees may use accrued sick leave for the reasons identified in MN Statute 181.9447 regarding Earned Safe and Sick Time. This provision is not intended to increase or decrease the amount of time provided for elsewhere in this section except as otherwise required by law. This provision shall be in effect only as required by MN Statutes 181.9445 through 181.9448 and is

subject to any requirements or limitations therein. To the extent any different or additional leave benefits are otherwise required by law, the District will comply with the legal obligations.

Subd. 8. Payment for Sick Leave. If a principal qualifies for retirement, accrued but unused sick leave days shall be paid to the principal upon separation from the District based upon the paragraph below. Qualification for retirement requires the principal to have fifteen (15) or more years of service in the district, at least five (5) years as a principal, 0.5 FTE or greater and reached age 55.

Prior to separation, principals who qualify for retirement on or before December 10<sup>th</sup> in that year are eligible for payment for sick leave into the "savings plan." On December 10<sup>th</sup> of each contract year, the District shall direct twenty (20) days of sick leave pay to be paid out under the "savings plan" as provided for in Article VIII, Section 3 of this employment agreement. Any payment of sick days paid out under the "savings plan" shall be deducted from the principal's accrual and shall reduce the number of maximum payout days at separation by the same amount. Principals who have less than 80 days of sick leave shall be ineligible for this payment. Payment of sick leave days is limited to a maximum of 208 days for a principal hired as a principal on or before July 1, 2004, and up to 175 days if hired as a principal after July 1, 2004. The 250 day maximum for purposes of sick leave coverage as outlined in Article VII, Section 1, Subd 2., will not be reduced under any "savings plan" election (only the maximum eligibility for severance will be reduced). Eligibility for this payment under the "savings plan" shall cease once the days of sick leave contributed to the "savings plan" reaches the maximum number of days allowed for severance pay pursuant to Article VIII.

During the 2004-2006 contract, certain principals were allowed to pay-out sick leave to the "savings plan." These days will stay in the "savings plan" and reduce the number of sick days that can be paid out. If a principal receives a payout for any sick leave days and then separates from employment prior to becoming eligible to retire as defined in Article VIII, Section 1, Subd. 1, the principal must repay the District for any sick leave days paid out through the "savings plan" as provided for in Article VIII, Section 3, of this Agreement.

Section 2. Worker's Compensation: Pursuant to M.S. 176, a principal injured on the job in the service of the District and collecting worker's compensation insurance may draw sick leave and receive full salary from the District, 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 accrued sick leave.

Section 3. Bereavement: Up to five (5) days leave, per occurrence, shall be allowed for death in the principal's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent depending upon the circumstances. Immediate family is defined as the principal's spouse, child, parent, brother, sister, or other relative living in the same household as the principal and in-laws of the same degree.

Section 4. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 5. Parenting Leave:

Subd. 1. A parenting or pregnancy leave may be granted by the District subject to the provisions of this Section, to a biological or adoptive parent in conjunction with the birth or adoption of a child or to a female principal for prenatal care, or incapacity due to pregnancy, childbirth or related health conditions.

Subd. 2. A principal making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the parenting leave is occasioned by pregnancy, a principal may elect to utilize sick leave during the period of the principal's prenatal care, incapacity due to pregnancy, childbirth or related health conditions pursuant to the sick leave provisions of this Agreement. A pregnant principal who elects disability leave shall provide at the time of her leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The leave shall begin at a time requested by the principal, provided the leave begins within 12 months after the birth or adoption of the child. However, in the event the child

must remain in the hospital longer than the mother, the leave shall not begin more than six weeks after the child leaves the hospital.

Subd. 5. The leave shall not exceed 12 months. In the event the principal requests parenting leave for a period in excess of twelve weeks, such additional leave time may be granted at the sole and exclusive discretion of the superintendent whose decision is final and binding and not subject to the grievance procedure unless the leave will last through the end of the school year in which case the leave shall be automatically granted.

Subd. 6. A principal returning from parenting or pregnancy leave shall be re-employed in an equivalent position for which the principal is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the principal to return pursuant to the date determined under this Section shall constitute grounds for termination from the District.

Subd. 8. Probationary Period. The parties agree that the applicable periods of probation for principals as set forth in Minnesota Statutes are intended to be periods of actual service enabling the District to have opportunity to evaluate a principal's performance. The parties agree, therefore, that the period of time for which the principal is on unpaid leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Return from Leave. A principal who returns from unpaid leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The principal shall accrue additional experience credit or leave time provided at least half of the number of principal duty days of continuous service takes place during the school year of the leave.

Subd. 10. Insurance-Unpaid Leave. A principal on unpaid 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 the principal wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the District pursuant to this Section.

Subd. 11. Leave under this Section shall be without pay or fringe benefits.

Section 6. Required Jury Duty: Any principal who is required to serve as a juror shall be granted a leave with pay while serving on jury duty contingent upon the principal paying to the Board any fees received, minus travel allowance, for such jury service. The principal may seek to be excused from jury duty.

Section 7. Emergency Leave: A principal may be granted a leave for emergency reasons. Such leave shall not be deducted from the accumulated leave or vacation or sick leave. Emergencies which qualify for use of this leave allowance are those extraordinary situations that arise requiring the principal's attention which cannot be attended to outside of work hours and which are not covered under other provisions.

Section 8. Insurance While on Leave: While on an unpaid leave of absence, the principal has the option of continuing any of the insurance programs at the principal's own expense as a member of the group if permitted by the insurance carrier.

## ARTICLE VIII

### SEVERANCE

#### Section 1. Severance Pay

Subd. 1 Principals who have completed at least fifteen (15) years of service in the District, (at least five (5) of which are in administration as a principal 0.5 FTE or greater) and who have reached age 55 shall be eligible for severance pay. Principals who have completed fifteen (15) years of service in the District,

reached age 55, but have less than five (5) years of experience as a principal (0.5 FTE or greater) will have severance pro rata to their last five (5) years of service. (1 year = 20%, 2 years = 40%, 3 years = 60%, 4 years = 80% and 5 years = 100%.) The daily rate of pay shall be based on their gross annual salary in their final year of employment. Part time principals will receive severance pro rata based on their part time status.

Severance pay shall not be granted to any principal who is discharged or terminated. Under no circumstance shall total severance pay exceed one year's salary. Persons qualifying for severance pay are referred to as resigned principals in Article VIII.

Subd. 2 Eligible full time principals as defined in Subd 1., upon resignation shall receive severance pay equivalent to his or her daily rate of pay times the number of unused sick leave days, not to exceed 208 days for those principals hired on or before July 1, 2004 (those principals hired as principals after July 1, 2004 can accumulate a maximum of 175 days) or the proportionally reduced number of days pursuant to Subd. 1. Eligible principals working less than full time shall receive severance pay on a prorated basis. The severance pay will be minus any previously paid out option of unused sick leave, as per Article VII Section 1 Subd. 1 Sick Leave, into the deferred savings option.

Subd. 3 For purposes of calculating the payout of sick leave the daily rate, for principals hired on or before July 1, 2004, shall be the gross salary of a principal at the time, divided by (the quantity) 260 minus vacation days (Gross Salary/(260-Vacation Days)). The daily rate of pay for principals hired after July 1, 2004 is equal to the gross salary of a principal divided by (the quantity) 260 minus vacation days plus paid holidays (Gross Salary/(260 days – vacation days + paid holidays)).

## Section 2. Insurance for Principals Eligible for Severance

Subd. 1. Medical Group Plan: Any principal of the District who is a member of the District health and hospitalization and dental group plan, who has fifteen (15) years of employment in the District, at least five (5) years as a principal (0.5 FTE or greater), and who resigns after reaching the age of 55 may continue as a member of the aforementioned insurance group until the resignee reaches the age of eligibility for Medicare. For individuals who resign after June 30, 2009, the district will contribute a sum equal to that contributed for active principals plus up to an additional \$50 for the appropriate level of coverage per month toward the premiums for individual or employee plus one dependent health and family dental coverages until the resignee reaches the age of eligibility for Medicare. Should the principal reach the age of eligibility for Medicare or die prior to the onset of Medicare for the spouse, the spouse shall be eligible to purchase medical and dental coverage until the earliest of the following dates: the spouse reaches the age of eligibility for Medicare or is eligible for coverage under any other group plan.

Subd. 2. Term Life Insurance: Any principal of the District who is a participant in the District term life insurance plan, who has fifteen (15) years of employment in the District, at least five (5) years as a principal (0.5 FTE or greater), and has resigned after reaching the age of 55 may continue term life insurance in an amount equal to the resignee's annual salary rate at the time of resignation through age 70. The option to continue life insurance will be provided by the District with the full cost of the premium to be paid by the resignee principal, provided it is available through the District's carrier. (As of 7/1/2010, carrier contract allows retiree coverage to age 70.)

Subd. 3. Continuing Rights: The rights and benefits outlined in this Section are deemed to fully vest in the principal on the first day the resignation becomes effective. The District acknowledges and recognizes that the principal is reasonably relying on receiving all of the benefits set forth in this Section.

Subd. 4. Eligibility: All provisions in Article VIII apply only to those principals who are eligible for severance under Article VIII, Section 1, Subd. 1.

## Section 3. Accumulated Leave Contributions to the Savings Plan:

Principals shall receive the following contributions of accrued and unused leave.

(1) Annual Contribution. The District shall make employer contributions not to exceed seven (7) days per contract year (37 days for employees who qualify for retirement per Section 1 of this Article) based on Article V, Section 9 and Article VII, Section 1, Subd. 8. to a 403(b) plan. These amounts will be contributed on December 10<sup>th</sup> of each contract year. No amount shall be deposited in excess of the applicable IRS limits on annual contributions to the plan in which the employee participates. To the extent the amount to be contributed under this provision exceeds the applicable IRS limits, the leave shall remain in the accrued leave account.

(2) Contribution Upon Termination of Employment. Upon termination of employment: (i) the cash equivalent of any accrued and unused vacation up to a maximum of the days as specified in Article V, Section 9, and less any days already contributed under paragraph (1) above, and (ii) the accrued and unused sick leave described in Article VIII, Section 1, Subd. 2, will be contributed to the plans identified below in accordance with the following table. The plans identified below shall be separate from and in addition to any other plans of the same type maintained by the District not wholly and solely funded with converted sick leave and vacation. The value of the converted days of vacation shall be determined based upon the principal's salary at the time of termination of employment.

<b>Payment Date</b>	<b>457(b) plan</b>	<b>403(b) plan Special Pay Plan</b>	<b>Cash</b>
The month following the last date of employment; however, the 457(b) contribution shall be made on the last paycheck	Balance, up to the maximum allowed by law as calculated by the 457(b) representative.	Balance, up to the maximum allowed by law as calculated by the 403(b) representative.	N/A
January 15 <sup>th</sup> of the year immediately following the year including last date of employment	N/A	Balance, up to the maximum allowed by law as calculated by the 403(b) representative.	Any remaining payment

Section 4. Death Benefit: The benefit available upon a principal's death depends upon the date of death. If a principal dies after having satisfied all of the requirements for benefits under Section 1, subdivision 1 of this Article but prior to the date of the initial contribution, the death benefit shall be the contributions made in accordance with the chart except for the amount that would have been contributed to the 403(b) plan. That amount shall be payable to the principal's designated beneficiary, or if none, to the principal's estate. If a principal dies after the date of the initial contribution, the death benefit shall be the amount that would have been contributed to the 403(b) plan for that year but for the principal's death. That amount shall be payable to the principal's designated beneficiary, or if none, to the principal's estate. If the principal dies prior to having satisfied all of the requirements for benefits under Section 1, Subd. 1 of this Article, there shall be no death benefit under this Section 4.

## ARTICLE IX

### 403(b)/457(b) MATCHING CONTRIBUTION PLAN

Section 1. Matching Contribution Plan: The matching contribution plan (hereinafter referred to as "Matching Plan") is established in accordance with Section 457(b) and 403(b) of the Internal Revenue Code and subject to applicable provisions of Minnesota statutes. Principals may elect to participate in the Matching Plan with one or more of the companies designated as an ISD 196 403(b) and/or 457(b) provider.

Section 2. Purpose: An annual ISD 196 contribution shall be payable to a principal's matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

Section 3. Legal Authority: Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

Section 4. Principal Authorization: ISD 196 contribution is not payable unless the Principal completes an ISD 196 form to authorize a matching salary reduction in the amount that they are eligible to receive in Section 8 for the same period.

Section 5. Eligibility: Principals contracted for 0.5 FTE or more shall be eligible for the full matching ISD 196 contribution as defined in Section 8 provided the principal authorizes salary reduction of an equivalent amount paid to the plan for the same period.

Section 6. Vendors: The parties agree that the following vendors will be eligible to receive contributions from employees and the employer:

403(b) Account(s)  
Fidelity  
MetLife

457(b) Account(s)  
MN Deferred Comp Plan  
MetLife

ISD 196 contribution and matching principal contribution will be made to the company of the principal's choice. It shall be the responsibility of the principal to make all arrangements required by the vendor to ensure that proper payment is made by ISD 196.

Section 7. Participation: Participation in the plan shall be voluntary.

Section 8. ISD 196 Matching Contribution: The amount of ISD 196 matching contribution shall be up to \$2,000 per year effective July 1, 2024.

Section 9. Compliance: In order to monitor compliance with federal and state tax laws concerning the amount of income a principal may shelter, PAR and ISD 196 agree that a third party administrator of 403(b) and 457(b) programs may be utilized to monitor such compliance and that (1) principals participating in ISD 196 matching contribution plan or ISD 196 savings plan may be required to supply account information as required to monitor such compliance, and (2) only vendors who also agree to cooperate with the third party administrator in maintaining plan compliance will be utilized.

## ARTICLE X

### REASSIGNMENT, UNREQUESTED LEAVE OF ABSENCE AND REINSTATEMENT

Section 1. Purpose: The purpose of this Section is to implement the provisions of M.S. 122A.40 Subd. 10 and shall constitute a plan for placing principals on unrequested leave without pay or benefits at the end of a school year. In the event a principal, subject to this agreement, must be reassigned or placed on unrequested leave because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, the following provisions shall apply.

Section 2. Determination of Seniority: Determination of seniority for purposes of reassignment or placement on unrequested leave shall be based solely on date of hire as a principal and assignment within the principal's bargaining group. Date of hire will be the date on the exhibit approved by the School Board. For purposes of this Article, all principal assignments shall fall within one of the following levels and reassignment and placement on unrequested leave will be based on this order:

1. High School Principal
2. Middle School Principal
3. Elementary Principal/SES School Principal
4. High School Assistant Principal
5. Middle School Assistant Principal



For purposes of the order of reassignment, placement on unrequested leave and reinstatement of those principals with the same date of hire as a principal, ties shall be broken using the following criteria:

1. Date of hire to the District
2. File folder number on file with the Minnesota Department of Education. The principal with the lowest file folder number will have seniority.

Section 3. Staff Change: If a staff change in a building requires reassignment, the selection of the principal to be reassigned shall be the least senior principal at that level in that building. Such principal shall be reassigned to a vacant position within that same level if available; otherwise such principal shall displace the least senior principal at the same level. If the displaced principal is the least senior principal at that level, he/she may displace the least senior principal at the next lower level. If the displaced principal continues to be the least senior principal at this level then this process would continue at the next lower level and so on until the principal displaces a less senior principal at a lower level. If the displaced principal is the least senior at their level and all lower levels that they are licensed for, then they will be placed on unrequested leave of absence. Under no circumstances shall a principal displace a principal with a greater FTE or at a higher level.

Before making an involuntary transfer from any school building, the District will seek a volunteer from among those principals who are at the same level who are licensed for the vacant position. If no satisfactory volunteer is found pursuant to the criteria for selection, the principal who is qualified and licensed for the vacant position who is lowest on the seniority list at that level shall be transferred.

If a principal is transferred to a lower level due to the bumping process, the pay for that principal shall be commensurate to the new level.

Section 4. Continuing Contract Rights: A principal who has acquired continuing contract rights must not be placed on unrequested leave of absence while a probationary principal is retained in a position for which the principal who has acquired continuing contract rights is licensed.

Principals who have acquired continuing contract rights shall be placed on unrequested leave of absence in the inverse order in which they were employed at that level by the District.

A principal placed on unrequested leave of absence may engage in any legal occupation during the period of this leave.

Section 5. Reinstatement: A principal placed on unrequested leave of absence must be reinstated to the position from which he/she was given leave of absence or, if not available, to an available position in the bargaining group for which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A principal must not be reinstated to a position in a field in which the principal holds only a provisional license, while another principal who holds a nonprovisional license in the same field remains on unrequested leave.

Part-time principals have seniority rights prorated to their PAR contract FTE. The District shall not be required to create part-time positions from full-time positions. However, if a principal accepts recall to a position with a lesser FTE than their seniority rights provide, they may remain on unrequested leave for the remaining unassigned portion of their FTE.

When placed on unrequested leave, a principal shall provide the District Human Resources office his/her name, email and address to which any notice of reinstatement or availability of position shall be sent. Notice of recall shall be provided to a principal on unrequested leave via email and certified mail to such principal's last known address and it shall be the responsibility of any principal on unrequested leave to monitor their email and provide for forwarding of mail or for address changes. Failure of a notice to reach a principal on unrequested leave shall not be the responsibility of the District if the notice has been emailed and mailed as provided herein.

Failure to reply in writing within such ten (10) calendar days period shall constitute a waiver on the part of such principal regarding the position(s) offered and shall constitute waiver on the part of that principal to any further rights of employment or reinstatement and shall forfeit any further reinstatement or reemployment rights. However, if notice of available position is given to any principal on or after July 1st of any school year, such principal may decline the recall without waiving his/her rights to further employment or reinstatement and shall maintain his/her seniority date without interruption. Except as otherwise provided in this paragraph, an employee who does not accept recall to a specific position in the manner required by the paragraphs above, shall lose all recall rights with the employer.

The unrequested leave of absence of a principal who is placed on unrequested leave of absence and who is not reinstated shall continue for a period of five years, after which the right to reinstatement shall terminate. The principal's right to reinstatement shall also terminate if the principal fails to file with the School Board by April 1 of any year a written statement requesting reinstatement.

Appointment of a new principal must not be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy, unless the principal fails to advise the School Board within ten (10) calendar days of the date of notification that a position is available to that principal who may return to employment and assume the duties of the position to which appointed on a future date determined by the School Board.

The District shall be free to fill any position on a temporary basis pending the completion of the recall procedure.

Principals whose names appear on the unrequested leave list possess reinstatement rights to positions constituting eighty (80) or more work days per contract year.

Section 6. Unemployment Benefits: Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

## 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, through the exclusive representative and the District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The District may be represented during any step of this procedure by its designated representative. The principal shall be represented during any step of this procedure by the exclusive representative. Only the exclusive representative shall process a grievance through any step, including arbitration, of this grievance procedure. A principal does not have access to the grievance procedure without the exclusive representation.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined, as all weekdays not designated as holidays by state law.

Subd. 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.

Subd. 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 is postmarked first-class mail of the United States Postal Service or electronically time stamped within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. 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 District's designee before filing a grievance.



Section 5. Adjustment of Grievance: The District and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the director or his/her designee shall hear the grievance within ten days of receipt of the grievance and give a written decision on the grievance to the parties involved within ten days after hearing the grievance. The director shall hear the grievance through a meeting between the director, principal and representative of the exclusive representative.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent provided 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 Superintendent, the Superintendent shall hear the grievance through a meeting between the Superintendent, principal and a representative of the exclusive representative. within twenty days after receipt of the appeal. Within twenty days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

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 intention 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 District 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 District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 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.

Subd. 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.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance, the parties shall, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request the Bureau of Mediation Services to provide a panel of seven arbitrators. The parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The Exclusive Representative will make the first strike.

Subd. 4. Submission of Grievance Information:

a) The arbitrator shall establish a prehearing schedule that includes the submission of the following by the parties:

- (1) The issues involved.
- (2) Statement of facts.
- (3) Position of the grievant.
- (4) Position of the District
- (5) The written grievance appeal and denials issued pursuant to Section 5, Article X of the grievance procedure.

Subd. 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 de novo.

Subd. 6. Decision: 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 the P.E.L.R.A. and subject to judicial review as provided by law. 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. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 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.

Subd. 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.

## ARTICLE XII

### PUBLIC OBLIGATION

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

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

## ARTICLE XIII

### DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2024 through June 30, 2026 and thereafter pursuant to the PELRA. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2026 it shall give written notice of such intent. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

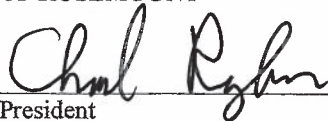
Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and the exclusive representative representing the principals of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the District to continue or discontinue existing or past practices, or prohibit the District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

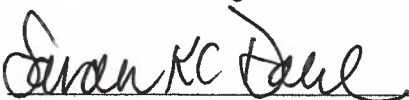
Section 3. Finality: Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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  
PRINCIPALS' ASSOCIATION  
OF ROSEMOUNT

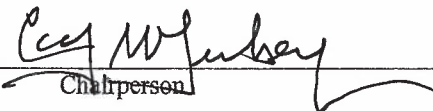
  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chief Principal Negotiator

Dated this 5<sup>th</sup> day of  
August, 2024

For  
INDEPENDENT SCHOOL  
DISTRICT 196

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

Dated this 5<sup>th</sup> day of  
August, 2024

## SCHEDULE A

### PRINCIPALS' SALARY SCHEDULE

2024-25

<u>Category</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Middle School Assistant Principal	\$140,562	\$145,415	\$150,265
High School Assistant Principal	\$143,126	\$148,122	\$153,115
Elementary/SES School Principal	\$146,157	\$151,275	\$156,393
Middle School Principal	\$151,240	\$156,685	\$162,126
High School Principal	\$160,441	\$166,394	\$172,352

### PRINCIPALS' SALARY SCHEDULE

2025-26

<u>Category</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Middle School Assistant Principal	\$146,184	\$151,232	\$156,276
High School Assistant Principal	\$148,851	\$154,047	\$159,240
Elementary/SES School Principal	\$152,003	\$157,326	\$162,649
Middle School Principal	\$157,290	\$162,952	\$168,611
High School Principal	\$166,859	\$173,050	\$179,246