MASTER AGREEMENT TERMS AND CONDITIONS OF EMPLOYMENT

INDEPENDENT SCHOOL DISTRICT 197

AND

WEST ST. PAUL PRINCIPALS' ASSOCIATION

July 1, 2017 through June 30, 2019

ARTICLE I PURPOSE

Section 1. Parties: This Master Agreement is entered into between Independent School District 197, a Minnesota municipal corporation, Mendota Heights, Minnesota, hereinafter referred to as the School District, and the West St. Paul Principals' Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide terms and conditions of employment for members of the principals' bargaining unit during the duration of this Agreement.

ARTICLE II EXCLUSIVE REPRESENTATIVE

<u>Section 1.</u> <u>Recognition:</u> In accordance with the P.E.L.R.A., the School District recognizes the Association as the exclusive representative of principals and associate principals employed by the School District, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in the provision of this Agreement.

<u>Section 2.</u> <u>Appropriate Unit:</u> The Association shall represent all the principals and associate principals of the School District as defined in this Agreement or the P.E.L.R.A.

ARTICLE III DEFINITIONS

<u>Section 1.</u> <u>School District:</u> As used herein includes School Board or designated representatives.

<u>Section 2.</u> <u>Terms and Conditions of Employment:</u> Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions of benefits, and the School District's personnel policies affecting the working conditions of the members of the bargaining unit, but does not include the educational policies of the School District.

Section 3. Principal: Shall mean all professional employees of the School District who devote more than 50% of their time to administrative and supervisory duties. The term principal as used herein shall not include superintendent, assistant superintendent, director, confidential employees, part-time employees whose services do not exceed the lesser of 14 hours per work or 35% of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a

period not in excess of 100 working days in any calendar year, emergency employees and all other employees. Unless specifically noted otherwise, all references to principal in this Agreement will include associate principals and the Activities Director.

<u>Section 4.</u> <u>Other Terms:</u> Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

<u>Section 5.</u> For the purposes of severance and retirement, principals who were hired as employees of the district prior to September 1, 1999, and are part of the principals bargaining unit as of July 1, 2013, are entitled the benefits listed under Article XIV of this Agreement.

ARTICLE IV SCHOOL DISTRICT RIGHTS

<u>Section 1. Inherent Managerial Rights:</u> The School 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 School District, its overall budget, utilization of technology, the organization structure and the selection, direction, and number of personnel.

<u>Section 2. Management Responsibilities</u>: The School District shall efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement shall perform all duties and related responsibilities as reasonably prescribed by the School District. The School District and its duly designated officials have the right, obligation and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District and its duly designated officials insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

<u>Section 4. Managerial Rights Not Covered by this Agreement:</u> The foregoing enumeration of School District responsibilities 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 modified by this Agreement are reserved to the School District.

ARTICLE V PRINCIPAL AND ASSOCIATION RIGHTS

- <u>Section 1.</u> <u>Right to Views</u>: Any principal or representative of the principal may express or communicate a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment so long as such action does not interfere with the performance of the duties of employment or circumvent the rights of the Association.
- <u>Section 2.</u> <u>Right to Join:</u> Any principal shall have the right to form or join labor or employee organizations, and shall have the right not to form or join such organizations.
- <u>Section 3.</u> <u>Right to Exclusive Representative:</u> Any principal in an appropriate unit may participate by secret ballot in designation of any exclusive representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such principals as provided in the P.E.L.R.A.
- Section 4. Request for Dues Check Off: Any principal may request and be allowed dues check off for the Association, provided that dues check off and the proceeds thereof shall not be allowed to any principal organization that has lost its right to dues check off pursuant to M.S. 179.64, Subd. 6. Upon receipt of a properly executed authorization of the principal involved, the School District will deduct from the principal's paycheck the dues that the principal has agreed to pay to the Association during the period provided in said authorization.
 - <u>Subd. 1</u> Participation in the program is contingent upon submission of a properly executed authorization to the School District by October 1 of the school year for which the deductions are to be made.
 - <u>1.1</u> Dues deductions will be made in eight equal monthly installments beginning in November and ending in June of each year.
 - <u>Subd. 2</u> The School District will make a single monthly payment to the treasurer of the Association.
 - <u>Subd. 3</u> Principals choosing to join the Association after October 1, shall make their payments for dues on an individual basis directly to the Association for the remainder of the school year in which such decision is made.
- <u>Section 5.</u> <u>Personnel Files:</u> Upon request, a principal shall have the right to examine during the regular school business hours, the principal's own evaluation and files generated within the School District.

- <u>Subd. 1</u> <u>Confidential Material:</u> No detrimental material relative to a principal's service, conduct, character, or morality will be placed in the personnel file of that principal unless notification of such action has been sent to the principal.
- <u>Subd. 2 Right to Respond to Material in Personnel File:</u> The principal will have the right to respond, in writing to any material filed in the principal's personnel file and such response will be made a part of that file.
- <u>Subd. 3</u> <u>Reproduction of Material in Personnel File:</u> The principal will have the right to reproduce, at their own expense, any material generated within the School District, which has been placed in the principal's personnel file
- <u>Section 6.</u> <u>Principal Rights Not Covered by This Agreement:</u> Nothing contained in this Agreement shall be construed to restrict or deny to any principal rights granted under Federal, State or other applicable laws or regulations.
- <u>Section 7. Seniority:</u> The seniority date on the seniority list for principals hired on or after July 1, 2012, will be based on the first day of employment as a principal or associate principal in ISD 197. The seniority date on the seniority list for principals hired before July 1, 2012, will be based on the first date of employment as an employee of ISD 197.

ARTICLE VI COMPENSATION

- Section 1. 2015-2017 Base Salary Schedule: The salaries for principals employed under regular contract by the School District for the 2017-2018 school year are stated in Schedule A, attached hereto, and shall be a part of the Agreement for the 2017-2018 school year. The salaries for principals employed under regular contract by the School District for the 2018-2019 school year are stated in Schedule B attached hereto, and shall be a part of the Agreement for the 2018-2019 school year.
 - <u>Subd. 1</u> A principal under regular contract will be paid a base salary according to column and step in this schedule for which the principal is qualified.
- <u>Section 2.</u> <u>Relationship to Continuing Contract:</u> The base salary schedule contained in Schedule A shall not be construed to be part of the individual continuing contract.
- <u>Section 3.</u> <u>Step Placement:</u> A principal under regular contract will be placed on the appropriate step of the base salary schedule in accordance with the following:
 - <u>Subd. 1 Initial Employment:</u> At the time of initial employment, a principal shall be placed on the first step of the appropriate column of the base salary schedule applicable to the position for which the principal is employed.

<u>1.1</u> The School Board, upon recommendation of the Superintendent, may approve credit for previous administrative experience for placement on the base salary schedule.

<u>Subd. 2 Step Advancement:</u> Subject to the provisions of Sections 4 and 5 of this Article, principals will be eligible to advance a step on the base salary schedule provided they have been employed at least 3/4 of the previous school year.

Section 4. Granting of Annual Increment: The granting of an annual increment shall be dependent upon satisfactory service by the Principal. The School District may withhold step advancement, column changes or any other salary increase provided that the principal is notified of such action prior to July 1 preceding the duty year for which such action is taken.

<u>Section 5.</u> Subject to the provisions of Sections 4 and 5 of this Article, principals will receive the base contract salary for their appropriate step on the salary schedule. No reduction of basic salary will be made if principals do not reach the annual goals established as the basis of the performance appraisal.

Section 6. Procedure for Earning a Doctorate:

<u>Subd. 1</u> Principals earning a doctoral degree after July 1 will be paid on a prorated basis for the remainder of the year in which it is earned.

<u>Subd. 2 Procedure for Advancement to Doctoral Level:</u> A principal will be compensated for the costs of graduate courses taken to earn a doctoral degree. Reimbursement will be limited to 50% of the doctoral degree to a maximum of three (3) courses per contract year at a tuition rate not to exceed the University of Minnesota rate for resident graduate students.

Requests for compensation must be submitted to the Superintendent with a letter of acceptance to a doctoral program from an accredited college or university, and a proposed course of study leading to satisfaction of all requirements for the degree.

<u>Section 7.</u> <u>Reassignment to Classroom or Other Teaching Position:</u> The following rules shall be applicable in determining the salary of a principal, as defined in Article III, Section 3 of this Agreement, reassigned to a classroom or other teaching position.

<u>Subd. 1 Degree or Intermediate Column Placement:</u> Principals reassigned to a classroom or other teaching position will be placed on the same degree or intermediate column of the teachers' salary schedule as their placement on the

principals' salary schedule prior to the effective date of such reassignment.

- <u>1.1</u> Degrees and additional credits recognized for placement on the principals' salary schedule shall be applicable for placement on the teachers' salary schedule.
- <u>Subd. 2 Step Placement:</u> Principals reassigned to a classroom or other teaching assignment will be placed on the appropriate step of the teachers' salary schedule commensurate with the total allowable experience.
 - 1.1 Total allowable experience will be defined as the sum of the number of full years of experience within the School District and the number of years of outside experience granted for initial placement on either salary schedule.

<u>Section 8.</u> <u>Summer School:</u> Elementary principals who are required to provide summer school supervision on days that they are otherwise not on duty will receive 40% of their daily rate of pay for the approximate half day summer school program.

ARTICLE VII SALARY PAYMENTS AND PAYROLL DEDUCTIONS

- <u>Section 1.</u> <u>Salary Payments:</u> Salaries for each contract year will be paid in 26 installments.
 - <u>Subd. 1 Pay Dates:</u> Salary payments will be made every other Friday according to the payment schedule determined by the School District.
 - 1.1 A minimum of 10 duty days must be worked by the principal as of the first salary payment.
 - <u>Subd. 2 Summer Checks:</u> Principals under contract for less than a full year may elect on a form provided by the School District to receive the remaining checks due on the pay date following the completion of the contracted duty days.
 - <u>Subd. 3 Payment During Vacations:</u> When the date for a regular salary payment occurs during a vacation period, the payment will be mailed so that it is normally received on the scheduled pay date.
 - <u>3.1</u> If the scheduled payroll date falls on the Friday of the fall teacher organization conventions, Thanksgiving vacation and/or spring vacation, salary payments will be made on the last duty date prior to the convention or vacation break.

<u>Subd. 4 Payment Location:</u> Salary checks will be sent to the building to which the principal is assigned. The School District will make electronic banking available to the principals. Principals may choose to participate.

<u>Subd. 5 Pay Deductions:</u> Whenever a pay deduction is made for a Principal's absence the contract salary divided by the number of contracted duty days shall be deducted for each day's absence.

<u>Subd. 6 Extra-curricular or Coaching Payments:</u> Principals who receive pay for extra-curricular or coaching assignments will normally receive that pay split equally over the course of the principal's regular payrolls unless the principal indicates in writing to the human resources department prior to the start of the assignment that they wish to receive pay over the course of the activity time or in a lump sum at the conclusion of the assignment.

<u>Section 2.</u> <u>Payroll Deductions:</u> Payroll deductions will be permitted for those items enumerated in this section.

<u>Subd. 1 Uniform Deductions:</u> Payroll deductions when made will be uniform for each payroll period the deduction is taken.

1.1 Insurance premium deductions are not covered by this subdivision.

<u>Subd. 2 Payroll Deduction Forms:</u> Principals requesting deductions must fill out a request form provided by the School District. This form will show the amount of the deduction authorized and must be signed by the principal making the request. Once the request is filed, it may not be changed for that school year.

<u>Subd. 3 Deduction Pursuant to Law:</u> Deductions pursuant to law will be made for the following:

- 3.1 Social Security
- 3.2 Teachers' Retirement Association
- 3.3 State and Federal Withholding for income tax purposes
- 3.4 Tax Sheltered Annuities

<u>Subd. 4 Deduction Where the School District has a Financial Interest:</u> Deductions for this area will include the following if the principal is paying a portion of the premium.

- 4.1 Group Health and Hospitalization Insurance
- 4.2 Life Insurance
- 4.3 Long Term Disability Insurance
- 4.4 Dental Insurance
- <u>Subd. 5 Deductions for Professional Organization Dues:</u> Dues for Association dues will be made if requested in accordance with Article V, Section 4.
- <u>Subd. 6 Deduction for Flexible Benefit Plans:</u> Deductions for participation in any district-sponsored flexible benefit plan will be made if requested in accordance with this article.

ARTICLE VIII GROUP INSURANCE

- <u>Section 1.</u> <u>Selection of Carrier:</u> The School Board reserves the right to select the insurance carrier and the policy for any group insurance coverage provided for the principal.
- <u>Section 2.</u> <u>Insurance Anniversary Dates:</u> The anniversary date for the group insurance policies of the School District is July 1 of each year or as determined by the School Board and the insurance carriers on which date changes in coverage and rates will become effective.
- <u>Section 3.</u> <u>Group Insurance Participation Eligibility:</u> A principal must be employed a minimum of seven (7) hours per day, five (5) days per week and 38 weeks per year to be eligible to participate in any of the group insurance programs.
- Section 4. Group Insurance Contributions: The School District contributions toward the premiums for the group insurance programs as provided in this Article will be made during the 12 month period beginning on July 1 of one year and ending on June 30 of the following year for principals who are employed by the School District, meet the eligibility requirements as stated in Section 3 of this Article and participate in the coverage for which the contribution is provided.
- <u>Section 5.</u> <u>Duration of Insurance Contributions:</u> A principal is eligible for School District contributions as provided in this Article as long as the principal is employed by

the School District and meets the eligibility requirements as stated in Section 3 of this Article. Upon termination of employment during the school year, all School District participation and contributions shall cease effective on the last working day. Principals employed for a portion of the year to complete a full-time assignment will be eligible for a pro-rata share of the School District contributions cited in this Article.

<u>Section 6.</u> <u>Health and Hospitalization Insurance:</u> The School District will contribute toward the premium cost of the Group Health and Hospitalization Insurance as follows:

<u>Subd. 1. Effective July 1, 2017 through June 30, 2019:</u> The School District will contribute toward the premium cost of the group health and hospitalization insurance as follows:

Subd. 2.1. Individual Coverage: The School District will contribute on a monthly basis 100% of the lower premium individual option and 95% of the higher premium individual option for the 2017-2019 fiscal years toward the premium cost for individual health and hospitalization insurance coverage for each principal employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Subd. 2.2. Two-Party Coverage: The School District will contribute 85% of the lower premium two-party option and 80% of the higher premium two-party option, toward the premium cost for each principal employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for two-party coverage. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Subd. 2.3. Dependent Coverage: The School District will contribute 85% of the of the lower premium family option and 80% of the higher premium family, toward the premium cost for dependent coverage for each principal employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any

additional cost of the premium will be borne by the employee and paid by payroll deduction.

<u>Section 7.</u> <u>Life Insurance:</u> The School District will contribute the sum of \$3.12 per thousand per fiscal year or the total premium cost whichever is lower toward the premium cost of life insurance as listed below for each principal employed by the School District who qualifies for and is enrolled in the School District group insurance plan. Any additional cost of the premium will be borne by the principal and paid by payroll deduction.

<u>Subd. 1</u> <u>Amount of Coverage:</u> The amount of life insurance coverage for each principal will be \$150,000 for the 2017-2018 school year and \$300,000.00 for the 2018-2019 school years. A principal may purchase additional life insurance at the principal's expense but at the district rate for supplemental life insurance up to the amount permitted by the insurance carrier.

Section 8. Long-term Disability Insurance: The School District will contribute a sum equal to .008 times the individual contract salary per year or the total premium cost whichever is lower toward the premium cost for long-term disability insurance coverage for each principal employed by the School District who qualifies for and is enrolled in the School District long-term disability insurance plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

<u>Section 9. Dental Insurance:</u> The School District will contribute the sum of \$425 for the 2017-2018 school year and up to \$720 not to exceed the single monthly premium for single coverage per year for the 2018-2019 fiscal year contract periods toward the premium cost for individual coverage for each principal employed by the School District who qualifies for and is enrolled in the School District group dental plan.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1 Yearly Sick Leave Allowance: Principals will earn sick leave at the rate of 15 days per year for the first four years of employment by the School District and 12 days per year each year thereafter. If during the first four-year period of employment of the principal a personal medical emergency occurs which requires an absence beyond the accumulated sick leave, a written request may be submitted to the Superintendent for consideration for an advance of sick leave days up to a total of 60 days for the initial four year period. In the event the employment of the principal is terminated prior to the beginning of the 5th year, monies owed the district would be paid through the deduction from monies owed

the principal. In the event the monies owed the principal do not cover the costs, the district shall be reimbursed in total within 3 months of the date of termination of employment by the principal.

<u>Subd. 2 Cumulative Sick Leave:</u> Unused sick leave days may accumulate to a maximum credit of 360 days per principal.

<u>Subd. 3</u> <u>Use of Sick Leave</u>: Sick leave with pay if earned will be allowed by the School District whenever a principal's absence is due to illness or accident which prevented the principal's attendance and performance of duties on that day or days.

<u>Subd. 4 Use of Sick Leave for Family Illness:</u> Absence due to the serious illness of a principal's spouse, certified permanent member of household, child, parent, spouse's parent or foster parent shall be allowed and charged to sick leave.

<u>Subd. 5</u> <u>Medical Certificate:</u> The School District may require a principal to furnish a medical certificate either from the school health officer or from a qualified physician as to evidence of illness indicating the 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 for the School District. In the event that a medical certificate will be required, the principal will be so advised.

<u>Subd. 6</u> <u>Sick Leave Payment:</u> Sick leave will be approved only upon submission of a signed request for such payment using the request form available in each building.

<u>Subd. 7 Unearned Sick Leave:</u> Sick leave to be earned during the year will be credited to the principal at the beginning of the year. In case of voluntary separation or removal for cause of a principal to whom sick leave has been advanced in excess of that earned, the principal will be required to refund the amount paid for the period of such excess.

<u>Subd. 8</u> <u>Use of Sick Leave with Long-Term Disability Insurance:</u> Principals participating in the long-term disability insurance program of the School District may charge 1/3 day against their accumulated sick leave for each day beyond the 60-duty day waiting period to attain full salary not to exceed a period of 120 duty days of full salary in any school year through the combination of sick leave and long-term disability insurance benefits.

Section 2. Funeral Leave:

<u>Subd. 1</u> Up to six (6) days of funeral leave with pay will be allowed by the School District per year. In case of exceptional emergency, additional days may be granted by the superintendent or designee.

<u>Subd. 2</u> Funeral leave will not be charged against sick leave and is not cumulative.

Section 3. Personal Leave:

<u>Subd.1</u> A principal may elect to take a maximum of three (3) prearranged, accumulative, days each year for personal leave for any reason. These work days must be submitted in writing and approved by the superintendent. Under exceptional circumstances and with approval of the superintendent, a principal who has accumulated unused personal leave days may use up to five of those accumulated leave days in any year.

<u>Subd. 2</u> Personal leave may not be used to engage in a strike, picketing, bannering or in any other concerted activity regarding conditions of professional service or policies of the School District or in activities which disrupt the normal activities of any school building.

<u>Subd. 3 Payment for an Unused Day:</u> Principals who do not use all of their personal days earned in a fiscal year, may be reimbursed for up to one (1) day each year at his/her average daily rate of pay. Principals who wish to be reimbursed for this unused day must notify the human resources department in writing by June 30. Payment for this day will be made by August 15th of the fiscal year immediately following the year the day was earned.

<u>Section 4.</u> <u>Leave of Absence Without Pay:</u> A leave of absence without pay for professional or personal reasons such as parental leave may be approved by the School Board upon recommendation of the administration.

<u>Subd. 1</u> Leave of absence without pay will be considered for such purposes as graduate study, travel abroad, exchange teaching or other purposes approved by the School Board.

<u>Subd. 2</u> A principal on leave of absence without pay will not accumulate sick leave and other benefits.

<u>Subd. 3</u> A principal on leave of absence without pay may participate in the group insurance coverage provided in this Agreement for which the principal is qualified by paying 100% of the premium cost in advance each month.

- <u>Subd. 4</u> The duration of a leave of absence without pay shall be for up to one year. Under unusual circumstances a one-year extension of the leave of absence without pay will thereby terminate the principal's employment with the School District.
- <u>Section 5.</u> <u>Leave of Absence for Disability:</u> Principals eligible for the long-term disability insurance coverage provided in this Agreement who incur such a disability will be granted a leave of absence for disability without pay for up to 24 months from the date of expiration of sick leave or from the date of income protection benefits eligibility whichever comes first.
 - <u>Subd. 1</u> A leave of absence for disability will not be extended beyond 12 months unless there is positive evidence supported by medical opinion that the principal will be able to return to full-time active employment within a reasonable period of time.
 - <u>Subd. 2</u> A principal on leave of absence for disability may participate in the group insurance coverage provided in this Agreement for which the principal is qualified by paying 100% of the premium cost in advance each month.
 - <u>Subd. 3</u> At the expiration of the 12-month leave of absence for disability the principal's employment will be terminated if the disability still exists and the leave has not been extended.
- <u>Section 6.</u> <u>Leave of Absence for Professional Growth:</u> Professional growth programs which contain improvement components of value to both the School District and the principal may be submitted for consideration on an individual basis.
 - <u>Subd. 1</u> In order to be granted a leave of absence for professional growth the principal shall agree to satisfy the following requirements:
 - 1.1 The principal shall have been accepted in an accredited graduate school or shall be proposing to pursue a program of study which is of value to the School District.
 - 1.2 The leave of absence for professional growth must be used for study in fields pertinent to the principal's current assignment or other area as determined by the School District.
 - <u>1.3</u> The principal shall submit a detailed program which leads to an advanced degree or stated objective the principal intends to pursue.

- 1.4 Any leave of absence for professional growth with apparent scheduling conflicts must be mutually agreed to before such a leave shall be considered.
- <u>Subd. 2</u> <u>Length of Leave</u>: The leave of absence for professional growth may not exceed a period of one year.
- <u>Subd. 3 Salary:</u> The salary if any to be paid to the principal during the period of the leave of absence for professional growth shall be determined by the School Board at the time the request is considered.
- <u>Subd. 4 Insurance</u>: The principal will be permitted to continue to participate in the group insurance program in which the principal was enrolled at the time the leave of absence for professional growth is granted.
 - 4.1 The contributions if any by the School District toward the premiums of the insurance programs as outlined in Article VIII in which the principal is participating will be determined by the School Board at the time the request is considered.
- <u>Subd. 5 Approval:</u> The request for a leave of absence for professional growth will upon the recommendation of the Superintendent be considered by the School Board and may be approved at their sole discretion.
- <u>Subd. 6 Return Requirement:</u> As a condition of the leave, the principal must agree to return to the School District for the period of time established when the leave of absence for professional growth is granted.
 - 6.1 A principal who fails to return for the specified period shall repay the School District for salary and fringe benefit payment if any received during such leave.

Section 7. Child Care Leave:

- <u>Subd. 1</u> A child care leave may be granted by the School District subject to the provisions of this section to one (1) parent of an infant child provided such parent is caring for the child on a full-time basis.
- <u>Subd. 2</u> A Principal making application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least three calendar months before commencement of the intended leave.
- Subd. 3 If the reason for the child care leave is occasioned by pregnancy a

Principal may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However a Principal shall not be eligible for sick leave during a period of time covered by child care leave. A pregnant Principal will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

<u>Subd. 4</u> The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year (i.e., winter or spring vacation, semester or quarter break, end of a grading period, end of the school year or the like). The availability of a Principal may also be considered by the School District in the granting of a child care leave or the duration thereof.

<u>Subd. 5</u> In making a determination concerning the commencement and duration of a child care leave, the School Board shall not in any event be required to:

- 5.1 Grant any leave more than twelve (12) months in duration including a period of physical disability.
- <u>5.2</u> Permit the Principal to return to his or her employment prior to the date designated in the request for child care leave.

<u>Subd.</u> 6 A Principal returning from child care leave shall be reemployed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

<u>Subd. 7</u> Failure of the Principal to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the Principal mutually agree to an extension of the leave.

<u>Subd. 8</u> 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 School District to have opportunity to evaluate a Principal's performance. The parties agree, therefore, that periods of time for which the Principal is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9 A Principal who returns from child care 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 at the commencement of the beginning of the leave. The Principal shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Section 8. Adoption Leave:

- <u>Subd. 1</u> The School Board shall grant an adoption leave to any Principal who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried Principals regardless of gender.
- <u>Subd. 2</u> Upon learning of the date of home placement, the Principal shall submit a written application for adoption leave to the School Board including commencement date and return date. Adoption leave will commence on the date of home placement and may be for a period of up to one year.
- Subd. 3 The provisions of Article IX, Section 7, Subds. 4–9 shall apply.

ARTICLE X PAID VACATIONS AND HOLIDAYS

- <u>Section 1. Vacation:</u> Principals employed under a 12-month contract shall earn paid vacation at the rate of 25 days per full year. Principals employed under 46 week contracts or less shall not earn paid vacation.
 - <u>Subd. 1 Vacation Selection:</u> Use of vacation days must be approved in advance by the Superintendent or designee.
 - 1.1 Vacation days for full-year principals will be credited at the beginning of the fiscal year for that fiscal year.
 - 1.2 Earned vacation may be used during the first 12-month period of employment.
 - 1.3 Not more than five days of earned vacation may be used by a principal and only under exceptional circumstances and with prior approval from the Superintendent while students are in attendance during the regular school year.
 - <u>Subd. 2 Pro-rata Vacation:</u> Vacation days for less than a full year of employment shall be earned on a pro-rata basis as outlined in School District policy.
- <u>Section 2. Paid Holidays:</u> Principals who are scheduled to work less than 205 days shall earn the following five (5) paid holidays: Labor Day, Thanksgiving and the following Friday, President's Day and Memorial Day. All principals who work 205 days or more

shall receive the following ten (10) paid holidays: Labor Day, Thanksgiving Day and the following Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Presidents' Day, MLK Jr. Day, and Memorial Day. 12-month principals shall also receive Independence Day as one (1) additional paid holiday.

<u>Subd. 1</u> When a holiday falls on Saturday or Sunday another day shall be observed as the holiday date.

<u>Subd. 2 Substitute Holidays:</u> If any of the listed paid holidays is a duty day as defined by the school calendar, a substitute day will be provided.

<u>Section 3.</u> <u>Vacation Reimbursement:</u> A principal upon termination of contract shall be reimbursed by the School District for unused accumulated vacation days at a rate per day equal to the daily rate of pay for the school year during which the contract was terminated.

<u>Subd. 1 Maximum Accumulation:</u> The maximum accumulation of unused vacation shall not exceed the number of days defined by School District regulation.

<u>Subd. 2 Payment for Unused Days:</u> 12-Month Principals who do not use all of their vacation days in a fiscal year, will be reimbursed for up to a maximum of 4 days pay per year at the average daily rate of pay. Payment for these days will be made by August 15th of the fiscal year immediately following the year the days were earned.

ARTICLE XI DUTY YEAR

Section 1. Duty Days: The School District shall establish the calendar for each school year. Determination of the specific days to be worked by principals shall be determined between the principal and the Superintendent of Schools. Associate principals shall determine the specific days to be worked with the building principal. Principals shall perform services on such days as determined by the Superintendent of Schools, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority has determined to do so.

<u>Subd. 1 Scheduling of Duty Days - Flexibility:</u> The duty day schedule for principals shall be established by the Superintendent of Schools.

Section 2. Duty Year: The duty year for principals shall be as follows:

<u>Subd. 1</u> Secondary Principal – 12 months consisting of 232 days.

<u>Subd. 2</u> Associate Secondary Principal – 230 days (46 weeks) or 205 days (39 weeks), or 190 days (38 weeks) inclusive of prescribed paid holidays.

<u>Subd. 3</u> Elementary Principal – 230 days (46 weeks) inclusive of prescribed paid holidays.

The parties agree to reconvene to discuss any change in the number of duty days for these positions.

<u>Section 3. Extended Work Year:</u> If a principal or associate principal agrees to work beyond the contractual work year, and after approval by the Superintendent, the principal will be compensated at the daily rate of pay.

<u>Section 4.</u> <u>Conference Comp Days:</u> Principals who work the same evening schedule as teachers during parent conferences will be eligible for the same conference comp days as teachers. No deduction from vacation leave, sick leave, or personal leave will be made for these days.

ARTICLE XII PUBLIC OBLIGATION

<u>Section 1.</u> <u>Continuous Operation of Schools:</u> The parties to this Agreement recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the schools is of paramount importance.

<u>Section 2.</u> <u>Prohibited Practices:</u> The Association agrees that during the term of this Agreement neither the Association nor any individual principal shall engage in any practices prohibited by the P.E.L.R.A.

ARTICLE XIII GRIEVANCE PROCEDURE

<u>Section 1.</u> <u>Grievance Definition:</u> A "grievance" shall mean an allegation by either of the parties to this Agreement either the Association or a principal which results in a dispute or disagreement as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: Either party may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf but the

grievant must be present when the grievance is heard at Levels I and II.

Section 3. Definitions and Interpretations:

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

<u>Subd. 2</u> <u>Days:</u> Reference to days regarding time periods in this procedure shall refer to calendar days.

<u>Subd. 3</u> <u>Computation of Time:</u> In computing any period of time prescribed or allowed by this Article 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. The date of the act, event, or default shall be on that date upon which the grievant knew or should have known of the events of conditions on which it is based.

<u>Subd. 4 Filing and Postmark:</u> The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States within the time period.

<u>Section 4.</u> <u>Time Limitation and Waiver:</u> Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee setting forth facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten days after the date of the event giving rise to the grievance. Failure to appeal a 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.

<u>Section 5.</u> <u>Adjustment of Grievance:</u> The parties shall adjust all grievances which may arise during the course of employment of any principal in the following manner:

<u>Subd. 1 Informal Level:</u> An effort shall first be made to adjust an alleged grievance informally between the appropriate parties.

<u>Subd. 2 Level I:</u> If the grievance is not resolved through informal discussions, the Superintendent shall give written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subd. 3 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 10 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent shall meet at a time that is mutually acceptable to both parties within 10 days after receipt of the appeal. Within 10 days after the meeting the Superintendent shall issue a decision

in writing to the parties involved.

- Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board provided such appeal is made in writing within 10 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, a time that is mutually agreeable to both parties to hear the grievance shall be set within 15 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. A subcommittee of the School Board may hear the appeal at this level. The School Board or subcommittee shall render its decision at an open session. The School Board shall furnish three copies of the decision without charge to the Association.
- <u>Subd. 5.</u> <u>Initiation:</u> A grievance shall be initiated at the lowest level of administration authorized to resolve the dispute. Nothing in this procedure shall be construed to limit such initiation at any appropriate level.
- <u>Subd. 6.</u> <u>Denial of Grievance</u>: Failure by the School Board designees at Level I and II to issue a decision within the time periods provided shall constitute a denial of the grievance and the grievant may appeal it to the next level.
- <u>Section 6.</u> <u>Board Grievances:</u> In the event that the School Board is the grievant under this procedure, such grievance shall be filed at a special meeting between the parties called for that purpose. Failure to resolve the dispute at this meeting shall allow the School Board to move directly to arbitration.
- <u>Section 7.</u> <u>Arbitration Procedure:</u> In the event that the parties are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.
 - <u>Subd. 1 Intention:</u> Any intention to submit a grievance to arbitration must be in writing signed by the grievant and such intention must be filed with the other party within 10 days following the decision in Level III of the grievance procedure.
 - <u>Subd. 2 Prior Procedure Required:</u> No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure.
 - <u>Subd. 3 Selection of Arbitrator:</u> Upon the proper submission of a grievance under the terms of this procedure, the parties shall within 10 days after the request to arbitrate attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to submit a list of five arbitrators pursuant to Minn. Stat. § 179.70, Subd. 4, providing such request is

made within 20 days after the request for arbitration. The failure to request a list of arbitrators from the PERB within the time period provided herein shall constitute a waiver of the grievance.

<u>Subd. 4 Hearing:</u> 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 argument relating to the issue before the arbitrator.

<u>Subd. 5 Decision:</u> The decision by the arbitrator shall be rendered within 10 days after the close of the hearing. In cases properly before the arbitrator, the decision shall be final and binding upon the School District, Association and the Principals, subject however to the provision of the P.E.L.R.A.

Subd. 6 Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to its 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 both parties and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The School District shall provide the physical facilities for the hearing when requested by the arbitrator, but custodial and other costs in excess of those involved in the every day operation of the schools shall be included in the shared expense of arbitration. It shall be the intent of both parties to hold all hearings during non-duty hours whenever possible.

<u>Subd. 7 Jurisdiction and Authority of Arbitrator:</u> The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Agreement. The decision of the arbitrator shall be subject to all the limitations of arbitration decisions set forth in the P.E.L.R.A.

ARTICLE XIV RETIREMENT – SEVERANCE PAY PRE SEPTEMBER 1, 1999

Section 1. Eligibility: Principals and associate principals as defined in Article III, Section 3, and who were hired prior to September 1, 1999, who have completed at least ten years of continuous service to the School District and who are at least 55 years of age or have 30 years of service in education including at least ten years of continuous service to the School District shall be eligible for severance payment pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

- <u>Subd. 1 Leaves of Absence:</u> Time spent on approved leaves of absence as provided in Article IX, Sections 4, 5 or 6, and extended leaves of absence granted by the School District under the Teacher Mobility program shall be included in the calculation of years of continuous service.
- <u>Subd. 2 Discharge for Cause:</u> This Article shall not apply to any principal discharged for cause by the School District.
- <u>Subd. 3</u> <u>Effective Date:</u> This Article shall be effective for those principals who elect retirement on or after the end of the 1978–79 school year.
- <u>Section 2.</u> <u>Basis of Severance Payment:</u> Full-time principals who meet Retirement/Severance Pay eligibility requirements as stated in Article XIV, Section 1, shall receive as severance payment, the maximum amount of 110 days pay or the lesser of any limitations established by Minnesota statute.
 - <u>Subd. 1</u> Payment for unused sick leave will be paid at twice the Principal's daily salary rate during the last full year of service up to a maximum of 30 sick days.
 - <u>Subd. 2</u> An additional 50 days severance pay will be paid at the principal's base daily salary rate during the last full year of service, if the principal receives positive performance reviews during the two years preceding retirement.
 - <u>Subd. 3 Base Daily Salary Rate:</u> The base daily salary rate shall be determined by dividing the salary in Schedule A or Schedule B, whichever is applicable, of this Agreement for which the principal is eligible during the last full year of service prior to retirement, by the number of duty days as defined in Article XI, Section 2.
 - 3.1. Additional compensation for extracurricular assignments, extended employment, and any other assignments shall not be included when determining base daily salary rate.
- <u>Section 3.</u> Payment: Principals who provide the School District with written notification of retirement by April 1, shall receive the severance payment in a single amount on or about January 15 of the year immediately following termination. Payment will be delayed by seven months if notification is received after April 1; however a severance calculation agreement will be provided to the principal prior to July 31 after date of retirement.
 - <u>Subd. 1 Deductions:</u> Deductions shall be made from the severance payment only as required by law.
- <u>Subd. 2</u> <u>Beneficiary:</u> In the event of the death of the principal, payment due under this paragraph will be paid to the estate of the deceased as though employment was terminated

on the date of death.

Section 4. Reimbursement for Unused Sick Leave: Principals as identified in Section 1 shall be eligible for payment of accumulated unused sick leave upon retirement at twice the principal's daily rate of pay during the last year of service up to a maximum of 35 sick days not used under Article XIV.

<u>Subd. 1 Payment:</u> The Principal who provides the School District with written notification of retirement by April 1, shall receive the payment for unused sick leave in a single amount on or about September 30 of the fiscal year immediately following date of retirement. Payment will be delayed by ten months if notification is received after April 1.

<u>Subd. 2 Deductions</u>: Deductions shall be made from the sick leave payment only as required by law.

<u>Subd. 3 Beneficiary</u>: In the event of the death of the principal, payment due under this paragraph will be paid to the estate of the deceased as though employment was terminated on the date of death.

Section 5. Insurance: Principals who meet the eligibility requirements of Section 1 of this, shall be eligible to participate in the existing group health and hospitalization, dental and life insurance programs in which they were enrolled prior to retirement. Principals who are hired prior to September 1, 1999, shall receive the School District's contributions to the premiums for dental and life insurance coverage in an amount equal to the contributions made in the last full fiscal year of employment until the age of Medicare. The School District will make contributions to the premiums for health and hospitalization coverage up to the amount available in the year the insurance option was eliminated from the contract (\$7,200 if the retiree has single coverage or \$13,600 if the retiree has dependent coverage) to the age of Medicare.

<u>Section 6.</u> <u>Health Care Contribution:</u> Principals who meet the eligibility requirements of Section 1 of this Article, shall receive a payment of \$15,000 on or about August 15 following the date of retirement into the Health Care Savings Plan provided under the Minnesota State Retirement System.

<u>Subd. 1 Beneficiary</u>: In the event of the death of the principal, payment due under this paragraph will be paid to the estate of the deceased as though employment was terminated on the date of death.

ARTICLE XV RETIREMENT – SEVERANCE PAY ON OR POST SEPTEMBER 1, 1999

Section 1. Eligibility: Full-time principals and associate principals as defined in Article III, Section 3, and who were hired on or after September 1, 1999, who have completed at least ten years of continuous service to the School District and who are at least 55 years of age or have 30 years of service in education including at least ten years of continuous service to the School District shall be eligible for reimbursement of unused sick leave payment pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

<u>Subd. 1 Leaves of Absence:</u> Time spent on approved leaves of absence as provided in Article IX, Sections 4, 5 or 6, and extended leaves of absence granted by the School District under the Teacher Mobility program shall be included in the calculation of years of continuous service.

<u>Subd. 2</u> <u>Discharge for Cause:</u> This Article shall not apply to any principal discharged for cause by the School District.

<u>Subd. 3</u> <u>Effective Date:</u> This Article shall be effective for those principals who elect retirement on or after the end of the 1978–79 school year.

<u>Section 2.</u> Reimbursement for Unused Sick Leave: Principals who meet the eligibility requirement of Section 1 of this Article shall be eligible for payment of accumulated unused sick leave upon retirement at twice the principal's daily rate of pay during the last year of service up to a maximum of 35 sick days.

<u>Subd. 1 Payment:</u> Principals who provide the School District with written notification of retirement by April 1, shall receive the payment for unused sick leave in a single amount on or about September 30 of the fiscal year immediately following date of retirement. Payment will be delayed by ten months if notification is received after April 1.

<u>Subd. 2 Deductions</u>: Deductions shall be made from the sick leave payment only as required by law.

<u>Subd. 3 Beneficiary</u>: In the event of the death of the principal, payment due under this paragraph will be paid to the estate of the deceased as though employment was terminated on the date of death.

Section 3. Health Care Savings Plan: Principals shall be eligible to participate in the existing group health and hospitalization, dental and life insurance programs in which

they were enrolled prior to retirement with no contribution from the district towards premiums. As of July 1, 2013, principals who meet the eligibility requirement of Section 1 of this Article shall receive 5% of their salary into the Health Care Savings Plan provided under the Minnesota State Retirement System. As of July 1, 2014, principals who meet the eligibility requirement of Section 1 of the Article shall receive annually \$1200 of their salary into the Health Care Savings Plan provided under the Minnesota State Retirement System. As of July 1, 2017, principals who meet the eligibility requirement of Section 1 of the Article shall receive annually \$1500 of their salary into the Health Care Savings Plan provided under the Minnesota State Retirement System. Of July 1, 2018, principals who meet the eligibility requirement of Section 1 of the Article shall receive annually \$1800 of their salary into the Health Care Savings Plan provided under the Minnesota State Retirement System.

Section 4. Selection of Health Care Savings Plan: Principals hired on or after September 1, 1999, and who meet the eligibility requirements of Section 1 of this Article, shall have a one-time offer to choose, by July 1, 2014, between the percentage of salary into the Health Care Savings Plan provided under the Minnesota State Retirement System or a payment of \$15,000 into the Health Care Savings Plan provided under the Minnesota State Retirement System on or about August 15th, following the date of retirement. This offer to choose between an on-going percentage of salary or a payment of \$15,000 into the Health Care Savings Plan provided under the Minnesota State Retirement System on or about August 15th following the date of retirement will occur through a form distributed by the Director of Human Resources upon ratification and board approval of this contract.

<u>Section 5. New Principal Health Care Savings Plan:</u> On the first day of the second year of employment, principals hired after July 1, 2014, will receive 5% of salary from previous year into a Health Care Savings Plan provided under the Minnesota State Retirement System. Thereafter, effective July 1 2017, the annual amount shall be \$1500 and effective July 1, 2018, the annual amount shall be \$1800 to be placed into the Health Care Savings Plan provided under the Minnesota State Retirement System.

ARTICLE XVI EMPLOYEE MATCH

Section 1. Matching Annuity Program: All members of the bargaining unit may participate in the District matching annuity program as provided in Minn. Stat. § 356.24 according to the following provisions:

<u>Subd. 1. Eligibility:</u> Only tenured principals may participate in this matching annuity plan.

Subd. 2. District Contribution: As of July 1, 2017, the School District will match up to the amount of \$3,500.00 for each tenured lead principal for each fiscal year in an approved 403(b) annuity on a dollar for dollar basis. The School District will match up to the amount of \$2,900.00 for tenured assistant principals for each fiscal year in an approved 403(b) annuity on a dollar for dollar basis. The district's matching amount is not considered as reportable salary on the W-2 or for high five retirement.

<u>Subd 3. Phase-in Provisions:</u> Current principals (hired before August 31, 1999) will have continued eligibility for provisions in Article XIV – Early Retirement – Severance Pay. District contributions to matching annuity will be subtracted from severance payment. Principals hired on or after September 1, 1999, will not have the district contributions to matching annuity subtracted from their severance payment.

NOTE: District contributions to matching annuity program belong to the individual principal during and after employment in District 197.

District procedures will be followed when participating in the matching annuity program.

ARTICLE XVI MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT

<u>Section 1.</u> <u>Organizational Dues:</u> The School District will pay for membership in a national and/or state professional organization of choice for principals.

<u>Section 2. Conference Attendance</u>: Conference attendance will be in accordance with management regulations. Generally, principals and associate principals may attend a national convention every two years and no more than seven (7) principals or associate principals will attend in any one year. The budget for conference attendance will be made at the district level.

ARTICLE XVII DURATION

Section 1. Terms and Reopening Negotiations: This Agreement will remain in full force and effect for the period commending on July 1, 2015, through June 30, 2017, and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor Agreement is not entered into prior to the commencement of their duty year in 2015, the principals shall be compensated according to the last individual contract executed between each principal and the School District until such time that a successor

Agreement is executed. If either party to this Agreement desires to modify or amend this Agreement commencing on July 1, 2017, it shall give written notice of such intent no later than May 1, 2017. The written notice of intent to modify or amend shall include a specific statement of proposed changes. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement. If notice of intent to modify or amend is not given by either party, this Agreement shall renew itself for a one-year period.

<u>Section 2.</u> <u>Effect:</u> This Agreement constitutes the full and complete Agreement between the School District and the Association representing the principals of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

<u>Section 3.</u> <u>Finality:</u> Any matters relating to the current contract term whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed to by the parties.

<u>Section 4.</u> <u>Severability:</u> The provisions of this Agreement shall be severable and if any provision thereof or the application of any such provisions 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:	For:
ISD #197 Principal's Association	Independent School District 197
Negotiator '	Chair Jephanie Ble Cherk
Negotiator	
Dated this day of, 2018	Dated this day of, 2018.

SCHEDULE A

PRINCIPALS' SALARY SCHEDULE 2017-2018

Principal Salary for 2017-2018

STEPS	SENIOR 12 month	MIDDLE 12 month	ASST SH 230 days	ASST MS 230 days	ELEMENTARY 230 days
1	\$130,913	\$124,598	\$113,380	\$111,190	\$118,943
2	\$132,458	\$126,143	\$114,902	\$112,713	\$120,488
3	\$134,003	\$127,688	\$116,425	\$114,235	\$122,033
4	\$137,796	\$131,155	\$119,348	\$117,041	\$125,203

A Specialist Degree in Educational Leadership salary lane is added at \$500 above the existing salary lane.

A Ph.D/Ed.D salary lane is added at \$4,000 above the existing salary lane.

Longevity: Principals who have begun their fifth (5th) year or more of full-time employment as a principal in the School District as of September 1 of each year, shall be paid an annual amount of \$1,500 during the 2002–2003 year and every year thereafter. This amount will be in addition to their placement on the salary schedule and will be considered as part of the base pay for purposes of determining average daily rate of pay.

<u>Performance Pay:</u> In addition to the base salaries indicated in Schedule A, Principals may earn up to an additional 3% of salary for the 2017-2019 fiscal year in a Pay for Performance program based on District-wide Goals set by the District and 4% of salary for the 2015-2016 fiscal year in a Pay for Performance program based on Individual Growth Goals subject to the approval of the Superintendent or supervising principal.

<u>Daily Rate of Pay Calculations:</u> 12-month Lead Principal daily rate of pay will be calculated at 232 days. Assistant Principal daily rate of pay will be calculated at 227 days.

SCHEDULE B

PRINCIPALS' SALARY SCHEDULE 2018-2019

Principal Salary for 2018-2019

STEPS	SENIOR 12 month	MIDDLE 12 month	ASST SH 230 days	ASST MS 230 days	ELEMENTARY 230 days
1	\$133,139	\$126,716	\$115,307	\$113,080	\$120,965
2	\$134,710	\$128,287	\$116,855	\$114,629	\$122,536
3	\$136,281	\$129,859	\$118,404	\$116,177	\$124,108
4	\$140,139	\$133,385	\$121,377	\$119031	\$127,331

A Specialist Degree in Educational Leadership salary lane is added at \$500 above the existing salary lane.

A Ph.D/Ed.D salary lane is added at \$4,000 above the existing salary lane.

<u>Longevity</u>: Principals who have begun their fifth (5th) year or more of full-time employment as a principal in the School District as of September 1 of each year, shall be paid an annual amount of \$1,500 during the 2002–2003 year and every year thereafter. This amount will be in addition to their placement on the salary schedule and will be considered as part of the base pay for purposes of determining average daily rate of pay.

<u>Performance Pay:</u> In addition to the base salaries indicated in Schedule B, Principals may earn up to an additional 3% of salary for the 2017-2019 fiscal year in a Pay for Performance program based on District-wide Goals set by the District and 4% of salary for the 2017-2019 fiscal year in a Pay for Performance program based on Individual Growth Goals subject to the approval of the Superintendent or supervising principal.

<u>Daily Rate of Pay Calculations:</u> 12-month Lead Principal daily rate of pay will be calculated at 232 days. Assistant Principal daily rate of pay will be calculated at 227 days.