

MASTER CONTRACT

2023- 2025

**BETWEEN THE SCHOOL BOARD OF
WINONA AREA PUBLIC SCHOOLS,
DISTRICT 861**

AND THE

**WINONA ADMINISTRATORS'
ASSOCIATION**



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**MASTER CONTRACT
2023-2025**

**ARTICLE I
DEFINITION OF AGREEMENT**

Section 1. Parties:

This agreement is entered into between Independent School District No. 861, Winona, Minnesota, hereinafter referred to as the School District and the Winona Administrators' Association, hereinafter referred to as the Association, to set forth the terms and conditions of employment for members of the Association for the duration of this agreement. This agreement shall be binding upon the School District and its successor personnel and upon any school district into which or with which this district shall be merged or combined, consistent with Minnesota State Law.

**ARTICLE II
DEFINITION OF TERMS**

Section 1. Employees:

Member of the association, hereinafter referred to as Principal, Assistant Principal, or Administrator, shall include: principals, assistant principals, and supervisory employees employed by the School District, who are required to be licensed by the State of Minnesota as a principal and who are employed for more than 14 hours per week and for more than 100 work days per year. This stipulation excludes the following: superintendents, directors, confidential employees, supervisors (those employees identified as off-schedule) who are not required to be licensed by the State of Minnesota as a principal, and all other employees excluded by law. Upon employment of a new administrator in the district, representatives of the Association and School District will meet to make a determination of eligibility for membership in the Association.

Subd. 1. Terms and Conditions

The words terms and conditions of employment mean the days of employment, the compensation therefore including fringe benefits and the Board's personnel policies affecting working conditions of the members of the Association but not educational policies of the School District. The term is subject to the provisions of PELRA regarding the rights of public employees and the scope of negotiations.

Subd. 2. Terms not defined

Terms not defined in this agreement shall have those meanings as defined by the PELRA, as amended.

**ARTICLE III
RECOGNITION**

The board recognizes the Winona Administrators' Association as the exclusive representative for its members as defined in Article II, Sec. 1., Subd. 1 and agrees that it will not meet and

negotiate with any other labor or employee organization concerning the terms and conditions of employment for this Association.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes that the School Board has responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the school board in conformity with the provisions of this Agreement.

Section 2. Reservation of Managerial Rights:

The foregoing statement 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 are reserved to the school board.

ARTICLE V
RESPONSIBILITIES AND OBLIGATIONS

Subd. 1.

It shall be the responsibility of all members of the Association covered by this agreement to discharge their responsibilities to the School Board, the faculty, and the students of the school system according to the job specifications for each administrative position. To this end, the superintendent or designee shall provide members of the Association annual notification of job descriptions.

Subd. 2.

It shall be the responsibility of all members of the Association to be informed on School District affairs. To this end, the board shall keep members of the Association informed by supplying them with financial reports indicating budget status, agendas, and minutes of School Board meetings, and special reports.

Subd. 3.

Association members shall meet regularly with the Superintendent of Schools to obtain recommendations and expedite policies of the district.

Subd. 4.

The exclusive representative shall select one (1) elementary and one (1) secondary administrator to meet and confer with a committee of the board consisting of the School Board Chair or their designee and the Superintendent to discuss policies and other matters relating to their employment which are not terms and conditions of employment in accordance with Minnesota Statute 179A.07. Administrative members of this committee shall be afforded released time without loss of pay for any meetings under this section that are called during the work day.

ARTICLE VI
IMPROVEMENT OF TECHNOLOGY AND PROFESSIONAL SKILL

The School Board shall expect the members of the Association to be up-to-date on the knowledge and technology of the professions.

Section 1. Local, State and National Meetings:

The School Board will provide time and funds for members of the Association to attend the appropriate local, state, and national meetings and workshops of their associations and other agencies and groups in accordance with established policy.

Section 2. Sabbatical Leave:

The School Board will provide for sabbatical leave for study, research, educational travel, and/or other approved projects. The projects must be related to the professional responsibility of the Association member. Such leave may be granted to the Association member with at least six consecutive years of experience in the district.

Subd. 1. Compensation:

Such person as may be granted a sabbatical leave shall be paid an amount equal to one-half the salary such person would receive in discharging his/her professional duties.

Subd. 2. Obligations of persons receiving sabbatical leave:

The person receiving a sabbatical leave of absence pursuant to these provisions must agree to return to the school system for at least two years after completion of the leave, or must, in the event of failure to return to the school system for such two year period, repay the salary received while on leave; provided, however, that in the event of such person becoming ill or injured and not being able to fulfill his/her professional duties after the sabbatical leave because of death, illness, or injury, the salary repayment may be waived by the board.

Subd. 3. Salary Reduction:

During such period of time that a person is on sabbatical leave, the amount of any payments made pursuant to this section by the School District shall be reduced by the amount earned which would be in excess of the salary received if said person were working in the district.

Subd. 4. Application:

Members will make application for sabbatical leave to the superintendent. The application shall include description of the intended sabbatical activity and the expected benefit to the administrator's performance. The superintendent will review the application. The decision of the School Board shall be final.

Subd. 5. Limitations:

Sabbatical leaves shall be limited to not more than one Association member during any one school year.

Subd. 6. Insurance:

The Association member on sabbatical leave may continue coverage in the district's insurance program by paying to the district the full premium at existing rates.

Subd. 7. Negotiations:

The Association member on sabbatical leave shall have his/her salary and other benefits negotiated as if they were on regular duty.

Section 3. In-Service:

The School District will arrange for an administrative workshop each fall approximately two weeks before the opening of the school year with the expenses paid by the district.

ARTICLE VII
ADMINSTRATIVE REIMBURSEMENT

It shall be necessary for members of the Association to travel on occasion. Reimbursement will be made by the School District for such authorized travel as follows:

Section 1. Out of District Travel:

Mileage, hotel reservations, commercial transportation, and meals shall be paid for and/or reimbursed in accordance with the Staff Development policy and Expense and Travel Reimbursement Guidelines.

Section 2. In-District Travel:

The district will reimburse a unit member for actual mileage, per the School Board approved reimbursement rate, when required to use his/her personal vehicle to travel between district buildings. Employees claiming mileage shall use the established figures between schools as outlined in the Winona Education Association (WEA) Master Agreement.

Section 3. Professional Improvement:

Professional improvement is encouraged by the district. The district will make up to \$1,500 available annually for professional improvement activities that are beneficial to the accomplishment of the specific responsibilities of the administrator. Unused resources at the conclusion of the fiscal year can be carried over to the next fiscal year to a maximum of \$3,000. The district shall also pay the dues of one state professional organization and its national affiliate. All allocation of these funds will receive prior approval from the Superintendent. The Superintendent can approve additional funding within the district budgeted allocation.

ARTICLE VIII
COMPENSASTION AND WORK DAYS

Section 1. Work Days/Calendar:

Administrators will have scheduled work days in the following amounts for each fiscal year beginning July 1 and ending June 30:

| | |
|------------------------------------|----------|
| Middle School Principal: | 225 Days |
| High School Principal: | 225 Days |
| ALC Principal: | 225 Days |
| Elementary Principal: | 211 Days |
| Middle School Assistant Principal: | 216 Days |
| High School Assistant Principal: | 216 Days |

The scheduled work days for the ALC Principal/Assistant Principal assignment may be prorated at the discretion of the Superintendent and the School Board.

It is an expectation that Administrators are scheduled to work on the same days as Teachers would otherwise be required to work. Administrators will request Superintendent approval of non-duty days using the District's absence management system in either half (1/2) or whole day increments. Unused non-duty days remaining at the end of the fiscal year will be forfeited.

Section 2. Holidays:

Administrators shall be entitled to 11 paid duty-free holidays each contract year as identified on a work calendar and approved by the Superintendent.

Section 3. Employment Beyond the Contract Year:

When an administrator is employed in a mutually agreed-to administrative capacity beyond his/her contract year, including summer school, compensation for such duties will be computed at a prorated daily rate.

Section 4. Strikes or Work Stoppages:

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

**ARTICLE IX
LEAVES**

Section 1. Medical Leave:

Members of the Association shall receive fifteen (15) days medical leave per year accumulating to two hundred thirty (230) days. Members of the Association starting employment after August 1st in any school year shall receive medical leave benefits on a pro-rated basis based on start date. The School Board upon request from the exclusive representative or Superintendent of Schools may grant additional sick leave to individuals who have used all their credited medical leave. Denial of additional medical leave is not grievable.

Subd. 1. Personal Illness or Injury: Accumulated medical leave may be used if the absence is due to personal illness, injury, quarantine, medical/dental appointments or disability resulting from pregnancy, termination of pregnancy, or child birth.

Subd. 2. Dependent Child: Use of medical leave for absences due to the illness of or injury to the employee's dependent child under the age of eighteen, or under age twenty still attending secondary school, shall be allowed for such reasonable periods as the employee's attention with the child is necessary, on the same terms as medical leave for the employee.

Subd. 3. Family Illness or Injury: An employee may use eight medical leave days for family illness or for fulfillment of her/his responsibilities as the medical power of attorney for a family or non-family member. Use of medical leave under this subdivision for care of a domestic partner shall be granted providing the domestic partnership has shared residency for at least one year. In addition, employees who have worked 12

months or more for the district can use up to 20 days per year of the employees personally accumulated medical leave for the care of relatives or for “safety leave”, in accordance with Minnesota Statutes 181.9413 for an adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step parent. For the purpose of this section, “safety leave” is for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

Subd. 4. Family and Medical Leave Act: In Accordance with the Family and Medical Leave Act (hereafter referred to as FMLA), the district will grant FMLA leave to eligible employees for any of the following reasons:

- The birth of a child and to care for the newborn within one year of birth;
- The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- To care for the employee’s spouse, child, or parent who has a serious health condition (the District shall recognize a domestic partner and spouse’s parent under this section);
- A serious health condition that makes the employee unable to perform the essential functions of his or her job;
- Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty”

To be eligible for FMLA leave, an employee must have worked at least 1,250 hours in the twelve months preceding the FMLA and have been employed by ISD 861 for at least 12 months prior to the FMLA leave.

An employee shall be granted this FMLA leave for up to 12 weeks per 12-month period from July 1 to June 30. During this 12-week period, the district shall continue payment of the district’s share of the insurance premiums. An employee may be granted an extension of such leave up to one year without pay.

Such employee can continue coverage in the district insurance programs by payment of the full premiums to the district at the group rate.

The employee shall provide the district with written notice at least 30 days in advance when the need for leave is foreseeable. Employees can request to use accumulated medical leave days in accordance with Section 1, can request to take leave without pay, or can request a combination thereof.

If the leave extends into two different school years, the superintendent shall assign the returning administrator to a position in the system for which the administrator is qualified. If this leave commences and ends during a single school year, the returning administrator shall assume the same position the administrator had upon leaving. If a position is abolished during the time of leave, the returning administrator shall be assigned to a position as comparable as possible to the position left.

In administering the medical leave policy, the district will follow all state laws in effect and applicable at the time.

Section 2. Bereavement Leave:

Full pay for absence not to exceed five (5) days shall be granted to all upon the death of an immediate family and for a friend or colleague. Immediate family is defined as mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, grandparents, and grandchildren of the Association member. The same application shall be made to the spouse's or colleague's relatives as they may apply. Additional bereavement leave may be granted at the discretion of the superintendent. This request must be submitted to the superintendent for approval. Denial of additional bereavement leave is not grievable.

Section 3. Leaves Without Pay:

Leaves of absence without pay may be granted by the School Board to Association members.

Subd. 1.

These leaves may be granted under the following conditions:

- a. The leave shall coincide with the district's school year,
- b. Leaves may be granted by the board providing the application is made not less than 2 months in advance of departure date and a suitable replacement can be obtained.

Subd. 2.

The Association member on leave without pay may continue coverage in the district insurance programs by paying to the district the full premiums at existing rates.

Subd. 3.

The Association member on a leave without pay of one year or less shall have his/her salary and other benefits negotiated as if they were on regular duty.

Subd. 4.

Sick leave accumulated prior to the leave of absence shall be retained.

Section 4. Medical Leave Donation:

A voluntary medical leave donation of up to 5 days may be made directly to an administrator if the following conditions are met:

- 1. The administrator receiving the donation shall submit to the district, medical certification of the inability to perform duties.
- 2. The administrator receiving the donation shall have used any other paid leave including personal/vacation leave and non-duty days, available to her/him prior to receiving a medical leave donation.
- 3. All requests for use of medical leave donation shall be subject to review by a committee made up of the superintendent, one other administrator designated by the superintendent, and one representative appointed by the Winona Administrators' Association.

ARTICLE X
INSURANCE AND OTHER BENEFITS

The selection of the insurance carrier and policies shall be made by the School District as provided by law.

Section 1. Liability Insurance:

Each member of the Association shall be covered under the district’s professional liability insurance policy. The district shall also provide and pay for a policy of insurance, which will cover the members of the Association for bodily injury and personal injury liability. The district shall also provide and pay for other liability coverage to the members of the Association as defined in the district school board liability insurance policy. All of the aforementioned coverage’s shall be in at least the sum of \$1,000,000.00.

Section 2. Health and Hospitalization:

Subd. 1. Single Coverage for Full-Time Employees:

The district shall make the following monthly contributions toward the insurance premium for individual coverage for each employee of the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan.

| 2023 (July 1, 2023 – December 31, 2023) | 2024 (January 1, 2024 – December 31, 2024) | 2025 (January 1, 2025 – June 30, 2025) |
|--|---|---|
| \$1,000.00 | \$1,041.66 | \$1,083.33 |

Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction. If the School District Contribution exceeds the premium cost, no reimbursement will be made to the employee. Employee shall have the option to choose any one of the district’s plans.

Each employee participating in the districts HDP will establish a qualifying Health Savings Account (HSA). The district will deposit the full single coverage annual deductible, not to exceed the IRS contribution limit, into the employee’s HSA at the beginning of the insurance plan year for each teacher employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan.

Fractional time employees employed for 60% of a full contract receive a prorated contribution toward their insurance benefits.

Subd. 2. Family Coverage for Full-Time Employees:

The district shall make the following monthly contributions toward the insurance premium for each employee of the district that qualifies for and is enrolled in a district group family coverage health and hospitalization plan.

| 2023 (July 1, 2023 – December 31, 2023) | 2024 (January 1, 2024 – December 31, 2024) | 2025 (January 1, 2025 – June 30, 2025) |
|--|---|---|
| \$1,333.33 | \$1,333.33 | \$1,333.33 |

If the School District contribution exceeds the premium cost, no reimbursement will be made to the employee. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Each employee participating in the districts High-Deductible Plan (HDP) will establish a qualifying Health Savings Account (HSA). The district shall deposit an amount equal to the deductible of the equivalent single coverage high-deductible plan, not to exceed the IRS contribution limit, into the employee's HSA at the beginning of the insurance plan year for the employee of the district who qualifies for and is enrolled in a district group family coverage health and hospitalization plan.

Fractional time employees employed for 60% of a full contract receive a prorated contribution toward their insurance benefits.

Section 3. Combined District Insurance Contribution:

In the event an administrator employed by the district who qualifies for insurance is married to a district employee who qualifies for insurance, the district shall offer a combined district insurance contribution to such employees at their request. The combined district insurance contribution is the amount equal to the district contribution for family for the administrator and the single contribution of the other employee.

Section 4. Term Insurance:

The School District shall pay the full premium for a \$50,000 term life insurance policy for all Association members; in addition, each administrator shall take an additional \$50,000 term life insurance policy from the current life insurance carrier to be paid by payroll deduction; an adjustment in salary covering the amount of the additional premium will be paid for by the district. Each member shall have the right to purchase up to an additional \$40,000 of term life insurance under this policy at the member's own expense. Additionally, dependent term insurance is available as described on Appendix B at the employee's expense.

Section 5. Conversion:

To the extent that the plan entered by the School District so provides, an Association member leaving the employment of the district may convert any insurance of this section to individual coverage.

Section 6. Long Term Disability:

The School District will provide an income protection insurance policy that will pay the Association member 2/3 of their salary with a maximum of \$4,000 per month to age 65 and after a 120-calendar day waiting period.

Section 7. Dental Insurance:

Subd. 1. Single Coverage:

The School District shall pay in full the annual premium for individual coverage for each administrator employed by the School District who qualifies for and is enrolled in the School District group dental plan.

Subd. 2. Family Coverage:

The School District shall contribute an amount equal to a percentage and maximum, based on the chart below, of the cost of the family dental insurance. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

| <u>Work Days</u> | <u>Percent Contribution</u> |
|------------------|--|
| 135 to 154 | 40 <i>or minimally the cost of single coverage</i> |
| 155 to 164 | 60 |
| 165 to 199 | 75 |
| 200 to 209 | 85 |
| 210 to 225 | 100 |

Section 8. Coverage:

Employees covered under this agreement who terminate employment with the district at the end of their contract year shall be covered by the insurance in this article and the district will continue its contribution toward the premium until September 1 of the year that the employee leaves.

Section 9. Premium Adjustments:

Any insurance premium adjustments made in other district contracts during this contract period will also apply to this contract.

Section 10. Salary Reduction:

The district will participate in Section 457 and 403b Plans with unit members from negotiated salary. Insurance companies with five or more participating employees can participate in the payroll deduction process.

Section 11. Deferred Compensation Matching Plan:

As authorized under the State Deferred Compensation Legislation (Minnesota Statutes 356.24), the district will match contributions to an eligible 457 or 406 (b) plan or plans, or combination thereof, up to \$1,000 annually during the administrator's probationary period or up to \$3,000 annually at such time as they attain tenure. The employer contribution has a lifetime maximum of \$60,000.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretation:

Subd. 1. Grievance:

A "grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract as required by the PELRA between Independent School District 861 and the exclusive representative. A grievance relating to a policy of the School District will be carried through Level II of this procedure.

Subd. 2. Aggrieved:

Any person or group of persons within the appropriate unit having a grievance.

Subd. 3. Grievance Committee:

The committee appointed by the exclusive representative.

Subd. 4. Disposed:

A settlement of a grievance to the satisfaction of both parties which has been reduced to writing.

Subd. 5. Extension:

Time limits specified in this procedure may be extended by mutual agreement.

Subd. 6. Days:

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

Subd. 7. 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. 8. Filing and Postmark:

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 9. Representative:

The aggrieved, the administrative supervisor, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 2. Timelines and Progression:

Subd. 1. Time Limitations and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. 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 grievance.

Subd. 2. Informal Discussion:

In the event that an individual or group of individuals believes that there is a basis for a grievance, they may first discuss the alleged grievance with the Superintendent, either privately or accompanied by a representative of the grievance committee without having reduced the grievance to writing.

Subd. 3. Adjustment of Grievance:

The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any Association member within the school district in the following manner:

Section 3. Types of Grievances:

Subd. 1. Level I:

The aggrieved shall file a grievance, in the form provided, with the Superintendent within twenty (20) days of knowledge of the event giving rise to the grievance. The Superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the grievance. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 2. Level II:

In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing in the form provided, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the option of the School Board, a committee of the board may be designated to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 3. 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 within ten (10) 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 reverse or modify such decision. Such notification automatically advances the grievance to Level II.

Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal to the next level.

Subd. 4. Arbitration Procedures:

In the event that the aggrieved and the School Board are unable to resolve any grievance, said grievance may be submitted to arbitration as defined herein:

- a. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II of the grievance procedure.
- b. 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.
- c. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (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 that an arbitrator be selected by the American Arbitrator Association. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the subsequent failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.
- d. 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, pursuant to rules of the American Arbitration Association. The board and the exclusive representative shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.

- e. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.
- f. 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. The parties shall share equally fees and expenses of the arbitrator, the cost of recording the proceedings, and any other expenses mutually agreed as necessary. A transcript shall be made of the hearing at the request of either party. The cost of such transcript shall be borne by the requesting party. The aggrieved person and one other member of the Association shall be entitled to attend arbitration proceedings without loss of pay.

ARTICLE XII VACANCIES, PROMOTIONS, TRANSFERS, AND REDUCTION IN ADMINISTRATIVE STAFF

Section 1. Vacancies and Promotions:

Written notice of any administrative vacancies in the district shall be provided to all members of the Association. Said notice shall include the number of contract days and educational level and/or additional duties of the vacancy.

Section 2. Transfer:

Requests by an administrator for transfer to a different position shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, building or position sought, and the applicant's qualifications. An administrator denied a transfer as requested may confer with the Superintendent, and upon request, shall have the denial in writing containing reasons for said denial and shall not be subject to the grievance procedure.

Subd. 1. Involuntary Transfer:

An involuntary transfer to another administrative position shall be made only where a satisfactory volunteer within the administrative group cannot be found after notification of the position has been announced.

Section 3. Modification of Assignments:

Each member of the Association shall be assigned a position having the job description the member contracted to perform. Any member of the Association whose work assignment is to be

changed shall be given a written notice of the proposed changes. Such notices shall contain a proposed job description and any other pertinent information. Following such notice, the member and the Superintendent shall confer regarding the proposed modification of the job description and any adjustment, if any, in salary which may occur, subject to approval by the board.

Section 4. Administrative Seniority:

Administrative seniority shall be based upon continuous employment with Independent School District No. 861 as a licensed administrator as defined in Article II of this agreement from the date of signed contract in this association. In all circumstances and regardless of the record date for seniority, Principals will have seniority rights over Assistant Principals. For the purposes of this section, an employee who is considered a Principal for any part of their assignment will be considered a Principal in terms of seniority.

A seniority list shall be provided to each member of the Association by October 1 each year. Position held and the record date of employment shall be included. Any administrator who may disagree with any of the data on the list shall have thirty (30) days from October 1 to supply written documentation supporting a request for the change in data on the seniority list. If a tie in seniority exists, the selection of the administrator for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, and other relevant factors.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE (“ULA”)

Section 1. Purpose:

The School District may place administrators on unrequested leave of absence, without pay and fringe benefits, because of the discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts, in accordance with the provisions of M.S. 122A.40.

Section 2. Placement on Unrequested Leave of Absence:

The School Board may place on ULA such administrators as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Notice shall be received by the administrator by June 30th of the school year prior to the commencement of such leave. Such leave of absence may continue for a period of three (3) years, after that the right to reinstatement shall terminate; provided the administrator's right to reinstatement shall also terminate if the administrator fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the principal and the School Board.

Section 3. Reinstatement:

Subd. 1. Process: No new administrator shall be employed by the School District while any qualified administrator is on ULA. Administrators placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in which they are qualified as such positions become

available. The order of reinstatement shall be in inverse order in which administrators were placed on ULA.

Subd. 2. Notices: When placed on ULA, an administrator must file their name and address, to which any notice of reinstatement or availability of position shall be sent, with the School District Human Resources office. Proof of service by the person in the School District depositing such notice to the administrator at the last known address shall be sufficient. The administrator on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach an administrator shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Re-employment: If a position becomes available for a qualified administrator on ULA, the School District shall mail the notice to such administrator, who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to accept re-employment, in writing, within such ten (10)-day period shall constitute a waiver on the part of the administrator to any further rights of employment or reinstatement, and that administrator shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease three (3) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified administrator.

Section 5. Procedure:

Any challenge by an administrator who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14., and, therefore, shall not be subject to the grievance procedure.

ARTICLE XIV TERMINATION OF EMPLOYMENT

Section 1. Insurance:

Continuation of insurance shall be as per Minnesota Statute 471.61 Subd. 2b.

Section 2. Post-Retirement Healthcare Account:

Administrators who have completed at least five (5) years of full-time service with District 861 and who are at least age 55 before September 1 in the school year during which an application for a retirement incentive is made shall be eligible for the retirement incentive upon submission of a written request for retirement to the school board. Eligible administrators will receive \$20,000 which will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. Administrators shall be eligible for an additional \$20,000 placed into a Post-Retirement Healthcare Account if they meet the requirements listed above and have at least ten (10) consecutive years of full-time services with District 861. The amount awarded will be placed in the administrator's account by September 1 of the year of retirement unless the request for retirement was not submitted by April 15th in which case one half of the retirement incentive will be placed in the administrator's account on the following January 15th and one half of the retirement incentive will be placed in the administrator's account

on July 15th of the subsequent fiscal year. In the event of a medical emergency forcing retirement a request may be made to the superintendent for a waiver of the retirement deadline. Administrators eligible for the retirement program shall have the payment amount reduced by the total matching 403(b) dollars paid by the district over the administrator's career.

Section 3. Retirement Incentive:

District 861 Retirement Incentive - Full-time administrators, who are at least 55 before September 1 and have worked a minimum of ten (10) consecutive years as an administrator in ISD 861, shall be eligible for retirement incentive pay pursuant to the provisions of Section 2 of this Article upon submission of written resignation accepted by the School Board.

Subd. 1.

Qualified administrators shall receive retirement incentive in an amount equal to 10% of their last contract year salary and \$10 for each day of unused sick leave to be deposited into a health care saving account administered by the State of Minnesota.

Section 4. Severance:

Administrators shall be eligible for severance pay of one-thousand (\$1,000) under the stipulations outlined in this section. In order to be eligible for this payment, the Administrator must complete the full term of their contract and provide the District with written notice of resignation on or before April 15th.

Section 5. Death of Employee:

In the event of death to an administrator the following benefit(s) will go to their surviving spouse, beneficiaries or the deceased's estate:

Subd. 1.

The opportunity to continue in the district's health and hospitalization program at their own expense, until eligible for Medicare.

Subd. 2.

A payment of \$10 for each day of unused sick leave to be paid by the district as soon after the death as possible.

Subd. 3.

In the event of death to an administrator who is on early retirement and who has not collected all of their early retirement monies, any remaining money shall be paid to the beneficiaries or the deceased's estate in a lump sum.

**ARTICLE XV
EFFECT OF LAWS, RULES AND REGULATIONS**

The exclusive representative recognizes that all administrators covered by this agreement shall perform their administrative services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by the School District rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the district, 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 Board 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.

**ARTICLE XVI
DURATION**

Section 1. Term and Reopening Negotiations:

This agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this agreement commencing on July 1, 2023, it shall give written notice of such intent no later than March 1, 2025. The parties shall commence negotiations no later than April 1, 2025.

Section 2. Effect:

This agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the administrators of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability:

The provisions of this agreement shall be severable, and if any provisions 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.

ARTICLE XVII
RATES OF PAY

The salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 2023-2024 to 2024-2025 school years only.

Section 1. Electronic Deposit:

Each employee's pay shall be deposited electronically in any Automatic Clearing House (ACH) bank in the United State of America. The electronic data shall be taken to the financial institution for processing two business days before each pay day. Each employee shall furnish to the School District the following information:

1. Bank routing number
2. Bank account number for employee
3. Type of account (savings, checking)

Electronic deposit will be the only method used to pay employees. A payroll remittance advice will be generated each pay day for each employee listing the same items normally listed on a payroll check stub.

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

WINONA ADMINISTRATOR'S
ASSOCIATION

INDEPENDENT SCHOOL DISTRICT 861

Dated this ____ day of December, 2023

Dated this ____ day of December, 2023

APPENDIX A
STEPS AND PLACEMENT ON THE SALARY SCHEDULE

2023-2024 STEP

| | |
|--------------------|----|
| Anderson, David | V |
| Cassellius, Emily | V |
| Danca, Jolene | V |
| Hanson, Justin | IV |
| Ignatius, Brittany | IV |
| Madsen, Luke | V |
| Warneke, Nathan | IV |
| Woller, Jay | V |

2024-2025 STEP

| | |
|--------------------|---|
| Anderson, David | V |
| Cassellius, Emily | V |
| Danca, Jolene | V |
| Hanson, Justin | V |
| Ignatius, Brittany | V |
| Madsen, Luke | V |
| Warneke, Nathan | V |
| Woller, Jay | V |

CAREER STEPS

Add \$2,500 to the base salary of any administrator with a doctorate.

APPENDIX B
SALARY SCHEDULES
2023-2024: Rate of Pay/Step Schedule

| Position | # of Days | Step III | Step IV | Step V |
|-------------------------------|------------------|-----------------|----------------|---------------|
| Assistant Principal MS | | | | |
| Work Days | 216 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 466.59 | \$ 484.95 | \$ 504.37 |
| Annual Salary | | \$ 105,917 | \$ 110,085 | \$ 114,491 |
| Assistant Principal HS | | | | |
| Work Days | 216 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 472.43 | \$ 491.28 | \$ 510.97 |
| Annual Salary | | \$ 107,242 | \$ 111,520 | \$ 115,989 |
| Elementary Principal | | | | |
| Work Days | 211 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 500.37 | \$ 520.32 | \$ 541.18 |
| Annual Salary | | \$ 111,082 | \$ 115,511 | \$ 120,142 |
| ALC Principal | | | | |
| Work Days | 225 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 487.92 | \$ 507.45 | \$ 527.88 |
| Annual Salary | | \$ 115,149 | \$ 119,759 | \$ 124,579 |
| MS Principal | | | | |
| Work Days | 225 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 510.69 | \$ 531.25 | \$ 552.74 |
| Annual Salary | | \$ 120,523 | \$ 125,375 | \$ 130,448 |
| HS Principal | | | | |
| Work Days | 225 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 533.06 | \$ 553.62 | \$ 575.10 |
| Annual Salary | | \$ 125,802 | \$ 130,654 | \$ 135,723 |

* WALS Assistant Principal: Number of Days may be prorated based on the assignment at the discretion of the Superintendent and the School Board.

*WALS Principal Salary Schedule is added effective July 1, 2019 and the number of days may be prorated based on the assignment at the discretion of the Superintendent and the School Board.

*Employees shall be eligible for one step advancement on July 1st of each year. Steps shall not be granted until such time as a contract is ratified by both parties. Steps may be withheld for cause as determined by the Superintendent.

*Career Increment – Effective July 1, 2022, career increments for association members shall be issued in the following increments based on administrative years completed at ISD 861: \$2,500 for 6-7 Years; \$3,500 for 8-9 Years; and \$4,500 for 10+ Years.

2024-2025: Rate of Pay/Step Schedule

| Position | # of Days | Step III | Step IV | Step V |
|-------------------------------|------------------|-----------------|----------------|---------------|
| Assistant Principal MS | | | | |
| Work Days | 216 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 480.59 | \$ 499.50 | \$ 519.50 |
| Annual Salary | | \$ 109,094 | \$ 113,387 | \$ 117,926 |
| Assistant Principal HS | | | | |
| Work Days | 216 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 486.60 | \$ 506.01 | \$ 526.30 |
| Annual Salary | | \$ 110,459 | \$ 114,865 | \$ 119,469 |
| Elementary Principal | | | | |
| Work Days | 211 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 515.38 | \$ 535.93 | \$ 557.41 |
| Annual Salary | | \$ 114,415 | \$ 118,976 | \$ 123,746 |
| ALC Principal | | | | |
| Work Days | 225 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 502.56 | \$ 522.68 | \$ 543.71 |
| Annual Salary | | \$ 118,603 | \$ 123,352 | \$ 128,316 |
| MS Principal | | | | |
| Work Days | 225 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 526.01 | \$ 547.19 | \$ 569.33 |
| Annual Salary | | \$ 124,139 | \$ 129,137 | \$ 134,361 |
| HS Principal | | | | |
| Work Days | 225 | | | |
| Holidays | 11 | | | |
| Daily Rate of Pay | | \$ 549.05 | \$ 570.23 | \$ 592.35 |
| Annual Salary | | \$ 129,576 | \$ 134,573 | \$ 139,795 |

* WALS Assistant Principal: Number of Days may be prorated based on the assignment at the discretion of the Superintendent and the School Board.

*WALS Principal Salary Schedule is added effective July 1, 2019 and the number of days may be prorated based on the assignment at the discretion of the Superintendent and the School Board.

*Employees shall be eligible for one step advancement on July 1st of each year. Steps shall not be granted until such time as a contract is ratified by both parties. Steps may be withheld for cause as determined by the Superintendent.

*Career Increment – Effective July 1, 2022, career increments for association members shall be issued in the following increments based on administrative years completed at ISD 861: \$2,500 for 6-7 Years; \$3,500 for 8-9 Years; and \$4,500 for 10+ Years.

APPENDIX C
GRIEVANCE FORMS

Level I Grievance Report Form

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Building _____ Assignment _____

(This form is to be filed in duplicate to the school superintendent.)

Grievance # _____ (for use by the Grievance Committee only)

Date filed _____

Grievance Representative

Additional statement may be attached if necessary.

Date knowledge of Grievance occurred: _____

Statement of Grievance: _____

Relief Sought: _____

Disposition by Superintendent: _____
Signature of Grievant _____ Date _____

Position of Grievant: _____
Signature of Superintendent _____ Date _____

Position of Grievance Committee: _____
Signature of Grievant _____ Date _____

Signature of Grievance Rep. _____ Date _____

Level II Grievance Report Form

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Building _____ Assignment _____

(This form is to be filed in duplicate to the school clerk and President of School Board.)

Grievance # _____ (for use by the Grievance Committee only)

Date filed _____

Grievance Representative

Additional statement may be attached if necessary.

Date knowledge of Grievance occurred: _____

Relief Sought: _____

Signature of Grievant

Date

Disposition by School Board: _____

Signature/School Board President Date

Position of Grievant: _____

Signature of Grievant

Date

Position of Grievance Committee: _____

Signature of Grievance Rep.

Date

Request for Arbitration Form

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Building _____ Assignment _____ Principal _____

(This form is to be filed in duplicate to the Superintendent of Schools.)

Grievance # _____ (for use by the Grievance Committee only)

Date filed _____

Grievance Representative

Additional statement may be attached if necessary.

Date knowledge of Grievance occurred: _____

Date Decision Rendered by School Board: _____

Statement of Grievance _____

Relief Sought: Arbitration

Signature of Grievant Date

End of Agreement