

# **MASTER AGREEMENT**

**JULY 1, ~~2019~~ 2021 - JUNE 30, ~~2021~~ 2023**

**BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 191  
BURNSVILLE, MINNESOTA**

**AND**

**BURNSVILLE PRINCIPALS ASSOCIATION**

**Burnsville - Eagan - Savage Public Schools**

## TABLE OF CONTENTS

<p><b>B</b></p> <p>Bereavement .....13</p> <p><b>C</b></p> <p>Compensation..... 3</p> <p>Continuation of Benefits ..... 6-7</p> <p><b>D</b></p> <p>Definition ..... 1</p> <p>Dental Insurance ..... 7</p> <p><b>F</b></p> <p>Family Illness Absence.....13</p> <p>Flexible Benefit Plan ..... 8</p> <p><b>G</b></p> <p>Grievance Procedure ..... 16-17</p> <p><b>H</b></p> <p>Health and Accident Insurance ..... 5</p> <p>Holidays..... 4</p> <p><b>J</b></p> <p>Jury Duty .....12</p> <p><b>L</b></p> <p>Leaves and Absences ..... 11-15</p> <p>Life Insurance..... 5</p> <p>Long Term Disability..... 6</p> <p><b>M</b></p> <p>Matching Contribution ..... 10-11</p> <p>Maternity Absence.....14</p> <p>Mileage .....7</p>	<p><b>P</b></p> <p>Parental Leave..... 14-15</p> <p>Personal Business Absence .....12</p> <p>Personal Illness..... 12-13</p> <p>Personnel Files..... 15-16</p> <p>Professional Activity Leave .....11</p> <p><b>R</b></p> <p>Rights..... 2-3</p> <p><b>S</b></p> <p>Salary Schedule Placement ..... 3</p> <p>Seniority..... 8</p> <p>Special Service Compensation ..... 5</p> <p>StepAdvancement.....3</p> <p>Substitutes for Principals..... 8</p> <p><b>T</b></p> <p>Tax Sheltered Annuity/Deferred Compensation Plans ..... 8</p> <p>Tuition ..... 3-4</p> <p><b>V</b></p> <p>Vacation..... 4</p> <p><b>W</b></p> <p>Work Year ..... 4</p> <p>Worker's Compensation .....13</p>
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**BOARD OF EDUCATION**  
**INDEPENDENT SCHOOL DISTRICT 191**  
**BURNSVILLE, MINNESOTA**

and

**BURNSVILLE PRINCIPALS ASSOCIATION**

**Preamble**

THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Burnsville Principals Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as revised, is to provide the terms and conditions of employment for principals for the duration of the Agreement.

**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all principals who work more than fourteen (14) hours per week and more than sixty-seven (67) days per year. A principal, associate principal, and principal or associate principal on special assignment or any other professional employee required to hold a principal's license from the state department shall be referred to as a "principal" within this master agreement.

**ARTICLE II**  
**COPIES OF RECORD**

There shall be two (2) signed copies of the final contract for the purpose of record, one retained by the Board, one by the Association.

**ARTICLE III**  
**STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL BOARD**

Section 1. All principals covered by this Agreement shall perform the professional services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the School District. The School Board and its properly designated representatives have the obligation and duty to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 2. All principals covered by this Agreement, the School Board, 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 provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect.

Section 3. The School Board agrees not to meet and negotiate with any organization other than the Burnsville Principals Association as long as that organization is the exclusive representative of the principals of Independent School District 191.

Section 4. It is further understood that the foregoing enumeration of the School Board's responsibilities and obligations is not exclusive and the School Board expressly reserves all its statutory authority not expressly delegated in the Agreement.

#### **ARTICLE IV PRINCIPALS RIGHTS**

Section 1. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his/her representative to the expression or communication of view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or circumvent the rights of the Association, nor shall it be construed to require any principal to perform labor or services against his/her will.

Section 2. Principals shall have the right to form and join employee organizations, and shall have the right not to form and join such organizations. Principals in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment with the School Board.

Section 3. Recognizing that principals have the right to meet and confer with the Board regarding any and all policies and practices of the District, the Board or its designee agrees to meet and confer with the principals on matters not covered in this Agreement at least every four (4) months. It shall be the responsibility of the Principals' Association to request such meetings and provide a proposed agenda.

Section 4. Any principal who is a member of the Association, or who has applied for membership, may sign and deliver to the Human Resources Office an assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization, the Board shall deduct dues from each regular salary check of the principal ending in June.

Section 5. With respect to all sums deducted by the Board, the Board agrees to remit to the Association said amount, accompanied by an alphabetical list for whom such deductions have been made.

Section 6. Duly authorized representatives of the Association shall be permitted to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operations.

Section 7. The Association shall have the right to use school facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. The user shall request equipment from the responsible individual and have time and use determined when checked out.

Section 8. The Association shall have the right to use the District mail service, mailboxes, e-mail and voicemail for communications; such communication to be unimpaired and uncensored.

Section 9. The Board agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certified personnel, agendas and minutes of all Board meetings, census and membership data, (names and addresses of all principals salaries paid thereto and substantiating data).

## **ARTICLE V COMPENSATION**

### Section 1. Basic Rates of Pay:

#### Subd. 1. Status of Salary Schedules:

The salary schedules contained in this article are adopted by the School Board for the term of this Agreement. The Schedules shall remain in effect until a successor agreement is negotiated. Step advancement is contingent upon and subject to the terms of the successor agreement.

#### Subd. 2. Salary Schedule - Placement

Initial placement is the responsibility of the Executive Director of Human Resources or designate.

#### Subd. 3.

For the salary schedule for the ~~2019-2020~~ 2021-2022 and ~~2020-2021~~ 2022-2023 contract year, see Appendix A and Appendix B attached hereto.

Section 2. Step Advancement: Step advancement for principals whose initial placement is step (1) one of the salary schedule is granted after a principal successfully completes one (1) year as a principal in ISD #191. For purposes of Section 2 and Section 3 of this article, a principal must start by January 1st. Longevity (Steps 15 and 20) is granted for years of professional service in the district.

Section 3. Principal Career Steps: A principal is eligible for a career step after completing the appropriate years of service as a principal. Career step amounts will be pro-rated for principals that work less than full-time.

Effective July 1, 2015, the following career steps apply:

- A. \$2,000 in the 5<sup>th</sup> year of employment as a principal
- B. \$3,500 in the 10<sup>th</sup> year of employment as a principal

### Section 4. Tuition:

Sub 1. For individuals hired prior to January 1, 2013, the employer will reimburse employees for credits taken beyond the MA +60 or Specialist lane subject to the prior approval of the Executive Director of Human Resources. Reimbursement will not be paid to employees on leave. Reimbursement shall be at the rate of graduate school tuition for the University of Minnesota, adjusted annually for the year in which the course was taken.

Subd 2. Employees hired after January 1, 2013 are eligible for up to two thousand five hundred dollars (\$2,500) in tuition reimbursement per school year for post-graduate coursework that is

germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources.

Subd 3. Effective July 1, 2013, employees who have earned a doctorate from an accredited college or university will receive an additional five thousand dollars (\$5,000) per year above the MA60 salary schedule, if the Board determines that the doctorate relates to the employee's position with the District.

Section 5. Certificate, Retirement Fund Certificate, and Transcript of College Credits: Each principal must submit a copy of a valid Minnesota Certificate, a retirement fund certificate, and a transcript of all college credits. This material will be kept on file in the District office during the entire time that the principal is employed in the school system. Before a principal can be granted a step or lane advancement, all requirements above must have been fulfilled.

Section 6. Work Year: The work year for principals shall be twelve (12) months. In the event a principal works for less than twelve months, the employee's compensation, sick leave, and vacation shall be calculated on a prorated basis. Health, life, and dental insurance shall be the same as for a full time employee, provided an administrator works at least thirty (30) hours per week.

Section 7. Vacation

Subd. 1. Annual Vacation:

Each full-time principal shall have twenty-eight (28) vacation days. Principals hired after July 1, 1998, shall have vacation days:

1st	Year Principal	23
2nd	Year Principal	25
3rd	And Following Years	28

Subd. 2. Effective upon ratification of the contract, a member of the Unit who terminates employment during a fiscal year is entitled to vacation benefits earned during that previous fiscal year. The member may elect to vacation out until the end of the current month. A member will be paid for any remaining, earned, but unused vacation days at the time of termination for any reason other than cause. A member who uses unearned vacation must reimburse the District at the time of termination.

Subd. 3. Accumulation and Termination:

All vacation time must be taken within twenty four (24) months of the start of the fiscal year in which it is received or be forfeited. Principals who sever employment for any reason other than cause, will be paid for accrued but unused vacation days at the rate at which they were earned.

Section 8. Holidays: Each full-time member of this Unit shall have ten (10) holidays each year. They are: Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, and Memorial Day. Each principal subject to the approval of his/her immediate supervisor shall schedule the additional holiday.

Section 9. Snow Days: In the event the superintendent declares a snow day and classes are cancelled, principals may take a vacation day or a personal day.

## Section 10. Compensation for Special Services:

Subd. 1. When principals choose to teach courses through Community Education, they will be compensated at the rate normally used to compensate other professional instructors.

Subd. 2. When principals render special services that either the Association or the District deem well beyond the scope of their normal job description, Association leaders and District administration shall meet and confer on terms and conditions for the revised job description.

## **ARTICLE VI GROUP INSURANCE**

### Section 1. Health and Accident Insurance

Subd 1. For all principals who have a full-time assignment, who are employed by the District, who qualify and are enrolled in the District plan, the District contribution for individual or dependent coverage shall be as follows:

a. For all principals who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder shall be borne by the employee. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

b. For all principals who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 83% of the dependent, (composite) premium. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder shall be borne by the employee. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

### Section 2. Life Insurance

Subd. 1. Each full-time member of this unit will be provided with \$250,000 term insurance with the District covering the cost of \$100,000 and employees covering the cost of \$150,000.

Subd. 2. Any member of the Unit, upon retirement, may elect to continue group term insurance under the provisions of Minnesota Statute § 61A.092 or may convert the term life insurance to an individual life insurance contract. Any extension or conversion is subject to the terms and conditions established by the insurance carrier. The premium costs for the employee shall be the responsibility of the employee by

monthly prepayment to the District.

Section 3. Long Term Disability: The School District will contribute forty percent (40%) of the premium for a long term disability policy. Disability pay and eligibility will be governed by the policy in effect. If the principal requests it, the District will pay to those participants who have accumulated over thirty (30) days of sick leave the remaining fraction of regular income with one-third (1/3) days subtracted from the total number of remaining sick leave days until a maximum of seventy-five (75) days of unused sick leave has been used or the principal requests such payment to be discontinued.

Section 4. Liability Insurance: The School District will continue to provide liability insurance coverage for principals. Subject to the limitations on liability set forth in the Minnesota Statutes, the District shall defend and indemnify members of the Unit for damages, including punitive damages, claimed or levied against the member, provided that the member: 1) was acting in the performance of the duties of the position, and 2) was not guilty of malfeasance in office, willful neglect of duty or bad faith. Indemnification of members of the unit provided under this section shall be modified in accordance with any amendments to M.S. §466.07.

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to describe coverage generally and benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Continuation of Benefits

Subd. 1. Retirement. Upon retiring from the District with at least ten (10) years of full-time service in the District, an employee who is at least fifty-five (55) years of age may continue to participate in the group health insurance plan and group dental insurance plan that the District makes available to active employees of the District during that period of time. For any employee hired after January 1, 2011, the District will not contribute toward the employee's health insurance premium after the employee retires. For employees hired before January 1, 2011, the amount and duration of the District's contribution toward the employee's health insurance premium after retirement will be as follows:

- A. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than sixty (60), then for a period of nine (9) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that the District contributed on behalf of the employee for the month immediately before the employee retired.
- B. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than forty (40), then for a period of eight (8) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that it contributed on behalf of the employee for the month immediately before the employee retired.



- C. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than thirty (30), then for a period of seven (7) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute toward the monthly premium for dependent or single coverage in a dollar amount that is equal to fifty percent of the dollar amount it contributed on behalf of the employee for the month immediately before the employee retired.
- D. If the employee's years of service in the District plus the employee's years of service as a principal in the District are thirty (30) or less, then the District will not contribute any amount toward the monthly premium for single or dependent coverage.
- E. In the event of the death of a retired principal with dependent coverage, the percentage of contribution for health and dental coverage will continue for eligible dependents until the date coverage would have ended for the retired principal.

*For example an administrator who works as a principal in the District for ten years would have 10 years of district service and 10 years as a principal for a total of 20 years. A principal who works 5 years as a teacher and then 25 years as a principal would have 30 years of District service plus 25 years as a principal for a total of 55.*

Subd. 2. Leaves of Absence: An employee on a School District approved unpaid leave of absence shall be permitted to participate in group insurance programs, to the extent permitted by the carrier, but shall pay all premiums during the term of the leave.

Subd. 3. Disabled Employee: An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier and the School District shall make normal contractual contributions for H & A insurance, as provided by law, for the duration of the disability.

## Section 7. Dental Insurance

Subd. 1. Single Coverage: The District shall provide dental insurance currently in effect in the School District, for individual coverage for each regular employee who qualifies for and is enrolled in the base group plan. The employee must indicate the desire to participate by written notification to the Office of the Executive Director of Human Resources.

Subd. 2. Family Coverage. The District shall provide dental insurance currently in effect in the School District for family coverage for each regular employee who qualifies for and is enrolled in the group plan. The employee must indicate the desire to participate by written notification to the Office of the Executive Director of Human Resources.

## **ARTICLE VII MISCELLANEOUS**

Section 1. Mileage and Miscellaneous Expense Reimbursement. The District will reimburse principals for eligible mileage and business expenses incurred as the result of performing job-related responsibilities. Reimbursement shall be consistent with District policy.

Section 2. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to principals. Regulations and procedures are available in the Human Resources Office and are contained in Board of Education policy DLBA. The Board policy and regulations are updated annually for compliance with State and Federal Laws.

Section 3. Flexible Benefit Plan: The School District will maintain a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. Board policy and accompanying regulations are updated annually to comply with IRS Regulations.

Section 4. Substitutes for Principals: At the discretion of the Executive Director of Human Resources and dependent upon the availability of substitutes, the District will provide substitutes for principals where members of the Unit are absent from work for periods exceeding ten (10) consecutive working days.

Section 5. Extension of Employment: At the discretion of the Executive Director of Human Resources, an employee whose position has been discontinued may be asked to continue in his/her present assignment in order to permit the completion of responsibilities. The duration of this extension shall be determined by the Executive Director of Human Resources. The decision to extend time is to be made prior to June 1.

Section 6. Seniority Procedure: The first date of continuous employment in any certified capacity shall be the date of service in this District for purposes of placement on the seniority list. In the event of a staff reduction affecting members of this unit whose first date of employment commenced on the same date, and thus have equal seniority, the principals with the lower license file number as required by the State Department of Education shall be deemed senior.

Subd. 1: Probation: Individuals, who have achieved continuing contract status as a licensed teacher in ISD #191 and are then selected for a principal position, must execute a waiver of continuing contract status and agree to serve an additional probationary period of one year in the promotional position. In the event the individual is not confirmed in the promotional position the individual shall return to the previous continuing contract position. Continuing contract status for others will be as per MN Statute 122A.40

Subd. 2. Seniority for members employed after July 1, 1995: For purposes of placement of individuals on unrequested leave of absence, seniority as a member of this bargaining unit shall be based on continuous service (including authorized leaves) as a member of this bargaining unit only.

Subd. 3. Seniority non-waiver: Nothing in this agreement shall be interpreted as a waiver by an individual principal of any claim to a position in the teacher bargaining unit.

Section 7. Unrequested Leave Of Absence Procedure: The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year.

Subd. 1. Definitions:

- A. For the purpose of this Article, a "principal" shall mean a continuing contract principal associate or assistant principal.
- B. For purposes of this Article, "seniority" shall mean employment under a continuing contract as principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority standing, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.
- C. Notwithstanding any other provision of this Article, a continuing contract principal who has held seniority as a principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

Subd. 2. Placement on Unrequested Leave of Absence. Principals shall be placed on unrequested leave in reverse order of their hiring on the seniority list. Principals may not assert a seniority right into a promotional position. Principals may assert a seniority right into a position that is not promotional.

Subd. 3. Reinstatement:

- A. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are certified and for which they are qualified pursuant to the provisions of this Article. The principal with the highest amount of seniority so certified and qualified shall be reinstated first.
- B. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the Association of principals.
- C. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly certified and qualified as provided in this Article to fill such vacancy.
- D. Notification shall be by certified mail to the last known address of the principal as recorded in the Human Resources office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within ten (10) days of the date of notification, the principal shall be removed from the recall list.
- E. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

- F. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.
- G. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within ten (10) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

Subd. 4 Termination of Recall Rights.

A principal's recall rights will terminate if any of the following occur:

1. Voluntary removal by a principal of his/her name from the recall list which must be a written request.
2. Resignation of position.
3. Retirement.
4. Discharge or termination of the principal.
5. The expiration of three (3) years from the commencement of the ULA without having been recalled.
6. The expiration or revocation of a valid license.

Subd. 5 Insurance Participation.

Any principal placed on unrequested leave of absence shall remain eligible for all principal insurance benefit plans if he/she is not employed in another job in which insurance benefits are available. The principal must pay the entire premium during the period of such leave. If a principal is on an ULA and a spouse is employed by the district, the District will only contribute the portion identified under family coverage. Dual employment language will not apply.

Subd. 6 Hearing Rights.

Any challenge by a principal who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subjected to the grievance procedure.

**ARTICLE VIII  
RETIREMENT**

Section 1. Matching Contribution Eligibility (Effective November 3, 1994). A District match to an approved Minnesota deferred compensation program is available to principals hired on or after July 1, 1988. Principals are eligible for the match in their first year of employment, provided they have started by December 1st at a .5 FTE contract or more. Contributions as permitted by M.S. §356.24 will be made as follows:

Subd. 1. Effective July 1, 2016, the District will match up to \$3,250 per year to an approved program for each principal hired after July 1, 1988. In the event a principal works less than a full year or less than full-time, the match will be pro-rated based on fiscal FTE.

Subd. 2. Employees who work less than full-time will receive a pro-rated match to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

## **ARTICLE IX PROFESSIONAL ACTIVITY LEAVE**

Section 1. A professional activity leave may be granted for a period of up to one (1) year at the sole discretion of the School Board.

Section 2. Applications shall include a description of the benefit to the District educational program if the leave is granted. Applications must be submitted to the Office of the Executive Director of Human Resources by May 1 to be eligible for the subsequent year.

Section 3. A committee composed of one (1) Board member, the Executive Director of Human Resources, and one (1) unit member appointed by the unit membership shall hear all applicants within thirty (30) days of the deadline date and make recommendations to the Board of Education within thirty (30) days of the conclusion of the interview.

Section 4. Applications for a professional activity leave shall be compensated at seventy (70%) of current salary computed on the number of working days involved.

Section 5. To be eligible for a professional activity leave, a principal must have been employed in the District as a principal for at least five (5) years.

Section 6. Principals granted a professional activity leave shall pledge themselves to two (2) years, or prorated for leaves of less than one (1) year service in the District following termination of the leave, or pay back a prorated portion of monies paid while on leave if early release is requested.

## **ARTICLE X LEAVES AND ABSENCES**

Section 1. General Leave: Leaves may be granted for a period of up to two (2) years without pay or fringe benefits upon recommendation of the Executive Director of Human Resources and approval of the Board of Education. Insurance may be continued, subject to the rules of the carrier and at cost to the employee. This article is not subject to the grievance procedure.

At the time a leave is granted, a date will be established for tentative return to the School District and the position will be determined insofar as possible. Upon return, the individual will have all benefits reinstated.

Section 2. Leave for Military Duty:

Subd. 1. Leave for Military Duty: Principals called to required military duty by appropriate orders shall be granted leave of absence without pay for said duty and shall be returned to an appropriate and comparable assignment upon return. Credit will be allowed on the salary schedule for each year of required military service. Principals in the employ of the District, who enlists in a branch of the military at a time when his/her being drafted is imminent, shall receive similar benefits as if he/she had been drafted. Principals on extended enlistment, or those who

reenlist after completing their military obligation, do not qualify for any benefits referred to in this policy.

Subd. 2. Leave for Military Duty - Reserve Training: Any officer or employee of the School District, who shall be a member of a branch of the military service, shall be entitled to leave of absence from his/ her employment without loss of pay, seniority status, efficiency rating, vacation and sick leave, or other benefits for the time that he/she is engaged with such military leave, or other benefits for the time that he is engaged with such military organization in training, or active service ordered or authorized by proper authority pursuant to law, but not to exceed a total of fifteen (15) days in any calendar year. Copies of said orders must be submitted to the Executive Director of Human Resources in advance. For those persons whose contract year is not a complete calendar year, this leave is applicable only for the time of the specified days of the contract year.

Section 3. Extended Leave of Absence: Members of this unit may apply for such leave according to Minnesota Statute covering such leave. Conditions contained in that Statute shall be applicable if such leave is granted by the District.

Section 4. Jury Duty: Principals will receive any regular pay from the School District during the time of service on jury duty. Any sum given the principal for service on jury duty as a travel expense is to be retained by the principal. Any pay will be docked in the same amount as the sum retained for jury service.

#### Section 5. Personal Business Absence

Subd. 1. General: The general purpose of approved personal business absence leave is to provide added protection for the principal, that he/she not suffer loss for personal business affairs, the time and occurrence of which are not reasonable within his/her control and requires the personal attention of the principal and necessitates absence from work. This absence shall not be used for vacation, recreation or leisure time activities. Confirmation of the use of this absence may be required when used sequentially with school holidays or vacations.

#### Subd. 2. Procedure:

- a) Principals planning to use personal business absence shall notify the Executive Director of Human Resources, at least eighteen (18) hours in advance, except in a case of emergency approved as such retroactively by the Executive Director of Human Resources.
- b) A request made at least eighteen (18) hours in advance will automatically be granted.
- c) A retroactive request shall be ruled upon by the Executive Director of Human Resources. Such request should state the reason for absence. The decision of the Executive Director of Human Resources in such cases is final.

Subd. 3. Limitations: At the beginning of each school year, each principal shall be credited with two (2) days, cumulative to three (3) days. Leave will be pro-rated when principals work less than a full year.

#### Section 6. Personal Illness

Subd. 1. Each principal in this District will be granted twelve (12) days annual sick absence at the beginning of each contract year. Unused sick absence days may accumulate to three hundred (300)

days. In the event the illness or injury necessitates absence beyond thirty (30) consecutive days, income protection insurance will ensue in accordance with the existing policy. When a principal works less than a full year, personal illness absence will be pro-rated from the point in time a principal is eligible for LTD benefits. Excess days, if any, will be available upon return.

Section 7. Worker's Compensation: Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick absences will provide on a prorated basis, or until he/she is eligible for long term disability.

Section 8. Bereavement Absence: A maximum of (5) days per school year (not cumulative) shall be allowed for each death in any five (5) of the twelve (12) categories of bereavement family. A maximum of three (3) days per school year (not cumulative) shall be allowed for the other categories noted in the bereavement family.

The term "bereavement family" is interpreted to mean: parent/step-parent or guardian of employee, of spouse, or of those who dwell under the same roof and comprise a family or domestic establishment, spouse of employee, those who dwell under the same roof and comprise a family or domestic establishment, brother, step-brother, sister, step-sister, child, spouse of child, grandchildren, grandparents of employee or spouse or of those who dwell under the same roof and comprise a family or domestic establishment, spouse's sibling, aunt, uncle, or dependent living in the immediate household and relatives of the same degree of those who dwell under the same roof and comprise a family or domestic establishment.

Section 9. Family Illness Absences:

Subd. 1. A maximum of five (5) days per school year (cumulative to six (6)) for illnesses in the family for each full-time principal. The term family is interpreted to mean anyone of personal significance to a principal. Family illness leave will be pro-rated when principals work less than a full year.

Subd. 2. Principals who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's family member for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets.

Section 10. Professional Absence: Principals may be allowed to attend professional meetings and other activities of a professional nature with full pay.

Wherein principals attend meetings on behalf of the school and upon the instruction of central administration, expenses shall be paid by the school. Such authorization should be obtained ahead of time.

Wherein principals attend meetings, or visitations, etc., of a professional nature at the expense of the School District, a written report suitable for publication, or distribution among the professional staff, is expected so that all may benefit by the professional experience.

### Section 11. Maternity Absence

Subd. 1. The start of a physical disability absence for childbirth shall be determined by the principal's physician. The end of a physical disability absence for childbirth shall be determined by the principal's physician, estimated at the time of the child's birth.

Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the principal must provide the above information to Human Resources no later than the start of the certified disability (usually the birth of the child). Estimated start-end times are always open to modification by the physician.

Subd. 3. The principal is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents.

Subd. 4. A principal on maternity absence shall continue to receive all benefits while absent and shall receive sick pay to the limit accumulated by the principal, but not to exceed thirty (30) days. In the event a principal is medically disabled due to pregnancy, delivery or recovery for more than 30 days and is eligible to receive long term disability benefits, she may supplement LTD pay with accrued sick leave as per Article VI, Section 3, Long-Term Disability.

### Section 12. Parental Leave

Subd. 1. Parental leave of absence shall be available to principals for the purpose of caring for a child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the principal's child, or in the case of adoption, when the child is physically turned over to the principal/parent. Only one (1) parent is eligible for parental leave for each pregnancy.

#### Subd. 2.

a) At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take parental leave. This election may be changed at any time before the end of maternity absence.

b) Upon filing an application for adoption of a child, the employee shall be required to notify the employer, in writing, of the principal's intention to take a parental leave. Such notice is to include the estimated date when such leave shall become effective.

Subd. 3. In connection with election to take parental leave, the principal shall submit a request for such leave in writing. Such request shall include an estimated commencement date and a return date. The estimated commencement date shall be the day following the physician's estimated date of cessation of disability, or, in the case of an adoption, the estimated date when the child will be turned over to the parent. The return date must coincide with a quarter or semester break.



Subd. 4. The actual commencement date of parental leave shall be the return date from maternity absence, or in the case of an adoption, the date when the child is physically turned over to the principal/parent.

Subd. 5. If a principal complies with all the provisions of this Section, parental leave shall be granted by the employer. The employer shall notify the principal in writing of its action.

Subd. 6. By mutual agreement, the length of the parental leave may be altered.

Subd. 7. A principal returning from parental leave shall be reemployed in the principal's former position if available. If that position is not available, then to a position for which the principal is qualified.

Subd. 8. The principal must return on the return date stated in Subd. 3 unless the principal requests another return date within ninety (90) days of the commencement of the parental leave.

Subd. 9. A principal returning from parental leave will be placed on the next higher step on the salary schedule when the parental leave commences provided the principal has served three-fourths (3/4) year in that school year. A principal serving less than three-fourths (3/4) year will return at the same step that the principal was on when the leave commenced. A principal returning to employment after a parental leave will be credited with the amount of sick absence accumulated at the commencement of the leave.

Subd. 10. A principal on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provision, but shall pay the entire premium for such programs as the principal wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the District pursuant to this Section, except as provided by law.

Subd. 11. A parental leave of absence granted under this Section shall be a leave without pay.

Subd. 12. At the principal's request, a parental leave may commence at a date preceding childbirth. In such cases, principals shall not be eligible for sick absence benefits as established by the Section on Maternity Absence.

Subd. 13. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

## **ARTICLE XI PERSONNEL FILES**

### Section 1.

Subd. 1. All evaluations and files relating to an individual shall be available during regular business hours to that employee.

Subd. 2. Employees shall be given an opportunity to read and sign all evaluations generated within the District before they are entered in the permanent file.

Subd. 3. Contents of files may be examined subject to the availability of a supervisor.

Subd. 4. An employee may attach a signed explanation, rebuttal or amplification to any materials and such documents shall become a part of the individual file.

Subd. 5. Any in-district generated material may be reproduced at the request of the individual. Cost of reproduction shall be borne by the individual.

Subd. 6. The administrator charged with the responsibility for evaluating members of the Principals' Unit is the only individual permitted to carry out such evaluation and to place documentation from such evaluation in the file of the Unit member. All other documents may not be placed in personnel files without the knowledge of the Unit member. With the exception of annual evaluations, all documents must be placed in the personnel file by June 30<sup>th</sup> of the year in which they were generated.

## **ARTICLE XII GRIEVANCE PROCEDURE**

Section 1. A claim by an employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. Days within this article are defined as working days.

Section 2. Level I: In the event that an employee or the Association believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. The grievor shall meet with the grievant within ten (10) days of the receipt of the completed proper form and render a written decision within five (5) days of the meeting. A copy of the decision will be placed in the file.

Section 3. Level II: In the event the grievant or the Association is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing to the Executive Director of Human Resources within five (5) days after the decision in Level I has been rendered and disseminated. Within ten (10) days upon receipt of the appeal, the Executive Director of Human Resources shall meet with the grievant. The Executive Director of Human Resources shall respond, in writing, within fifteen (15) days after the meeting.

Section 4. Level III: If the employee or the Association is not satisfied with the disposition of the grievance by the Executive Director of Human Resources, the alleged grievance may be submitted to arbitrator. Notification of dissatisfaction shall be made, in writing to the Executive Director of Human Resources within ten (10) days after his/her decision has been rendered. The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) days from the notification date that arbitration will be pursued, the P.E.R.B. Board, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee may have an Association representative either join or represent him/her at any level at the employee's discretion.

Section 6. If a grievance is not responded to at Levels I and/or II within the time limits and the limits have not been mutually waived, the alleged grievance automatically moves to the next level.

Section 7. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement.

Section 8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 9. No reprisals of any kind will be taken by the Board of the School Administration against any employee because of his participation in this grievance procedure.

Section 10. When mutually agreed, grievances may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

Section 11. The Executive Director of Human Resources may appoint a designee to act at Level II.

### **ARTICLE XIII PUBLICATION OF CONTRACT**

Copies of this Agreement shall be printed at the Board's expense and distributed to every Unit member now or hereafter employed during the life of the Agreement.

### **ARTICLE XIV DURATION**

Section 1. This contract shall be effective as of July 1, 2019, and shall continue in effect through June 30, 2021, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. This Agreement constitutes the full and complete agreement between the School Board and the Burnsville Principals' Association. The provisions herein relating to terms and conditions of employment supersede and take precedence over 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. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions thereof under different circumstances.

Section 4. This contract shall constitute the full, complete commitments between both parties and may be altered, changed, added to, deleted from, the signed agreement to this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement:

For: Burnsville Principals Association

For: ISD #191

\_\_\_\_\_  
President, BPA

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Chief Negotiator, BPA

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director of Human Resources

<b>APPENDIX A</b>		
<b>Salary Schedule</b>		
<b>2021-2022</b>		
	<b>Licensed</b>	<b>MA +60</b>
<b>Associate</b>		
<b>Step 1</b>	\$ 124,000	\$ 128,100
<b>Step 2</b>	\$ 126,000	\$ 132,300
<b>Elementary</b>		
<b>Step 1</b>	\$ 129,100	\$ 133,300
<b>Step 2</b>	\$ 130,800	\$ 137,600
<b>Junior High</b>		
<b>Step 1</b>	\$ 134,200	\$ 138,600
<b>Step 2</b>	\$ 136,200	\$ 143,200
<b>Senior High</b>		
<b>Step 1</b>	\$ 143,300	\$ 147,800
<b>Step 2</b>	\$ 145,000	\$ 154,100
<b>All Principals</b>		
<b>Longevity 15th</b>	\$ 750	\$ 750
<b>Longevity 20th</b>	\$ 1,500	\$ 1,500

<b>APPENDIX B</b>		
<b>Salary Schedule</b>		
<b>2022-2023</b>		
	<b>Licensed</b>	<b>MA +60</b>
<b>Associate</b>		
<b>Step 1</b>	\$ 125,300	\$ 129,400
<b>Step 2</b>	\$ 127,300	\$ 133,700
<b>Step 3</b>	\$ -	\$ -
<b>Elementary</b>		
<b>Step 1</b>	\$ 130,400	\$ 134,700
<b>Step 2</b>	\$ 132,200	\$ 139,000
<b>Step 3</b>	\$ -	\$ -
<b>Junior High</b>		
<b>Step 1</b>	\$ 135,600	\$ 140,000
<b>Step 2</b>	\$ 137,600	\$ 144,700
<b>Step 3</b>	\$ -	\$ -
<b>Senior High</b>		
<b>Step 1</b>	\$ 144,800	\$ 149,300
<b>Step 2</b>	\$ 146,500	\$ 155,700
<b>Step 3</b>	\$ -	#REF!
<b>All Principals</b>		
<b>Longevity 15th</b>	\$ 750	\$ 750
<b>Longevity 20th</b>	\$ 1,500	\$ 1,500

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019, 2021 through June 30, 2021 2023.

2. This MOU applies to the following employees as indicated:

Kelly Ronn  
Renee Brandner  
Don Leake

3. Notwithstanding the collective bargaining agreement Appendix A and Appendix B, identified employees shall be eligible for the following language:

- a. The identified employees will be eligible and placed on the schedule for the tier, lane, and step obtained in FY 2018 as long as they are employed in District 191. If future negotiated agreements change the structure of the salary schedule while these individuals are employed, it is understood that these employees shall be considered and placed on the schedule as holding the positions held in FY 2018.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021 2023.

Burnsville Principal Association  
Burnsville, MN 55337

Independent School Dist. 191  
200 W. Burnsville Parkway  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019 2021 through June 30, 2021 2023.
2. The Union and the School District agree the service provided by "Amplify" is an independent option for certain healthcare services separate from the District's medical insurance plan. This service provides no aggregate value to the medical insurance coverage provided to district employees. The "Amplify" service was added to provide employee choice for care as an independent option to the medical insurance coverage and is completely dependent on "Amplify" being able to provide their services to district employees. This service is unrelated to the District's medical insurance plan.
3. The School District may end its relationship with "Amplify" at any time and it is understood that the termination of that relationship does not impact the aggregate value of the District's medical plan or negotiated employee benefits.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021 2023.

Burnsville Principal Association  
Burnsville, MN 55337

Independent School Dist. 191  
200 W. Burnsville Parkway  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_