

# **Master Contract**

**2019-2020  
2020-2021**

## TABLE OF CONTENTS

<b>ARTICLE I – PURPOSE OF CONTRACT .....</b>	<b>1</b>
<b>ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE .....</b>	<b>1</b>
Section 1 – Recognition.....	1
Section 2 – Selection of Negotiators .....	1
<b>ARTICLE III – DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE IV – BOARD OF EDUCATION RIGHTS.....</b>	<b>2</b>
Section 1 – Management Rights.....	2
Section 2 – Management Responsibilities .....	2
Section 3 – Effect of Rules, Regulations, Laws, and Policies .....	3
Section 4 – Reservation of Management Rights.....	3
<b>ARTICLE V – EMPLOYEE RIGHTS .....</b>	<b>3</b>
Section 1 – Expression, Rights, And Limits.....	3
Section 2 – Right to Join.....	3
Section 3 – Copywriting and Publishing.....	3
<b>ARTICLE VI – PLACEMENT, COMPENSATION, REIMBURSEMENTS AND ALLOWANCES.....</b>	<b>4</b>
Section 1 – Initial Placement .....	4
Section 2 – Professional Association Allowance .....	4
Section 3 – Mileage Reimbursement .....	4
<b>ARTICLE VII – NON-DUTY DAYS AND HOLIDAYS.....</b>	<b>4</b>
Section 1 – Non-Duty Days .....	4
Section 2 – Holidays.....	5
<b>ARTICLE VIII – VACANCIES, TRANSFERS, AND CHANGE IN ASSIGNMENT .....</b>	<b>5</b>
Section 1 – Vacancies .....	5
Section 2 – Transfers-Involuntary .....	5
Section 4 – Notice Of Change In Assignment .....	5
<b>ARTICLE IX – UNREQUESTED LEAVE OF ABSCENCE .....</b>	<b>5</b>
Section 1 – Unrequested Leave Of Absence.....	5
Section 2 – Definitions .....	5
Section 3 – Seniority List.....	6
Section 4 – Final Seniority List.....	6
Section 5 – Ties in Seniority.....	6
Section 7 – Unrequested Leave of Absence (“ULA”).....	6
Section 8 – Reinstatement.....	7
Section 9 – Procedure .....	7
<b>ARTICLE X – BENEFITS.....</b>	<b>7</b>
Section 1 – Eligibility for Benefits.....	7
Section 2 – Health And Hospitalization Insurance .....	8
Section 3 – Life Insurance .....	8

Section 4 – Dental Insurance .....	9
Section 5 – Short Term Disability Income Protection .....	9
Section 6 – Long Term Disability Insurance .....	10
<b>ARTICLE XI – LEAVES .....</b>	<b>10</b>
Section 1 – Sick Leave .....	10
Section 2 – Sick Leave Bank .....	11
Section 3 – Emergency Leave .....	11
Section 4 – Bereavement Leave .....	11
Section 5 – Parental Leave .....	11
Section 6 – Sabbatical Leave .....	12
Section 7 – Exchange Principalships .....	13
Section 8 – Military Leave .....	13
Section 9 – Jury Duty .....	13
<b>ARTICLE XII – EMPLOYMENT PRACTICES.....</b>	<b>14</b>
Section 1 – Emergency School Closings .....	14
Section 2 – Work Stoppage .....	14
Section 3 – Pay Schedule .....	14
<b>ARTICLE XIII – DEFERRED COMPENSATION PROGRAM/RETIREMENT PROVISIONS.....</b>	<b>14</b>
Section 1 – Retirement Eligibility .....	14
Section 2 – Retirement Payment Plans.....	15
Section 3 – Matching Deferred Compensation Plan.....	15
Section 4 – Retirement Insurance .....	15
Section 5 – Survivors Benefits .....	17
<b>ARTICLE XIV – GRIEVANCE PROCEDURE .....</b>	<b>17</b>
Section 1 – Purpose .....	17
Section 2 – Representation .....	17
Section 3 – Level I .....	17
Section 4 – Level II.....	17
Section 5 – Level III.....	18
Section 6 – Jurisdiction and Authority Of Arbitrator.....	18
Section 7 – Time Limits.....	18
<b>ARTICLE XV – ADDITIONAL PROVISIONS .....</b>	<b>18</b>
Section 1 – Term and Reopening Negotiations .....	18
Section 2 – Effect and Finality.....	18
Section 3 – Amendments .....	19
Section 4 – Severability.....	19
Section 5 – Copies of Contract .....	19
Section 6 – Individual Contract Rights .....	19
<b>APPENDIX A – 2019-2021 PRINCIPAL SALARY SCHEDULE .....</b>	<b>21</b>
2019-2020 Principal Salary Schedule.....	21
2020-2021 Principal Salary Schedule.....	21
<b>APPENDIX B – 2019-2021 PRINCIPAL WORK YEAR .....</b>	<b>22</b>



## **ARTICLE I – PURPOSE OF CONTRACT**

This Master Contract is entered into between the Board of Education for Independent School District No. 834, Stillwater, Minnesota (hereinafter referred to as the Board of Education), and the Principals' Association (hereinafter referred to as the Association). Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act (P.E.L.R.A.) not specifically defined in this contract shall have the meanings given them under the PELRA.

## **ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **Section 1 – Recognition**

The employer hereby recognizes the Association as the exclusive representative for the following employees:

Principals  
Assistant Principals

The Association as exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this contract.

The Board of Education agrees not to negotiate with or recognize any principals' organization other than the Association so long as the Association is the duly authorized exclusive representative of the principals of this district.

### **Section 2 – Selection of Negotiators**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be invested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

## **ARTICLE III – DEFINITIONS**

The term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or retirement pay, and the employer's personnel policies affecting the working conditions of employees. In the case of professional employees, the term does not mean educational policies of a school district. "Terms and conditions of employment" are subject to the provisions of P.E.L.R.A.

Employer shall mean the Board of Education of Independent School District No. 834, or its designee.

Board of Education shall mean the Board of Education of Independent School District No. 834, or its designee.

Principals shall mean personnel included in the unit stipulated in Article II, Section 1.

Superintendent shall mean the Superintendent of Schools or designee.

Association shall mean the Stillwater Principals' Association.

Working Day shall mean a day the principal would have worked or a recognized holiday. Saturdays, Sundays, and legal holidays are excluded.

Work Year is the number of weeks worked by a principal as stipulated by position in this agreement.

Contract Year shall begin on July 1 and end on June 30.

Full-Time Employee shall mean employees regularly scheduled to work six or more hours per day.

Part-Time Employees shall mean employees regularly scheduled to work less than six hours per day.

Contract Grievance shall mean any dispute or disagreement as to the interpretation or application of any term or terms of this contract.

Seniority shall mean the first day of uninterrupted contractual service which includes any approved leaves of absence. Service in other non-Principal units within the district cannot be counted for purposes of displacing another Principals' Association unit member.

Terms not defined in this agreement shall have those meanings defined by the P.E.L.R.A.

## **ARTICLE IV – BOARD OF EDUCATION RIGHTS**

### **Section 1 – Management Rights**

The Association recognizes that the Board of Education is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as: the functions and programs of the employer, its overall budget, and utilization of technology, the organizational structure, and selection, direction, and number of personnel.

### **Section 2 – Management Responsibilities**

The Association recognizes the right and obligation of the Board of Education to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunity for the students of the school district.

### **Section 3 – Effect of Rules, Regulations, Laws, and Policies**

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

The Association also recognizes that the Board of Education, all employees covered by this contract, and all provisions of the contract are subject to the laws of the State of Minnesota, Federal Laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this contract found to be in violation of any such laws, rules, regulations, directives, or orders, shall be null and void and without force and effect. References to State and Federal laws or rules and regulations of State or Federal agencies are not intended to incorporate such laws, rules, and regulations into this contract by reference.

### **Section 4 – Reservation of Management Rights**

All authority and power of the employer shall continue unimpaired except as limited by specific provision of this contract.

## **ARTICLE V – EMPLOYEE RIGHTS**

### **Section 1 – Expression, Rights, And Limits**

Nothing contained in this contract shall be construed to limit, impair, or affect the right of any principal or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any principal to perform labor or services against their conscientious objection. Such objection will be submitted in written form to the superintendent.

### **Section 2 – Right to Join**

Principals shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

### **Section 3 – Copyrighting and Publishing**

The Board of Education of Independent School District 834 encourages the professional staff to develop new and creative educational materials, ideas and activities. Should a principal of the district produce instructional materials of a publishable quality and should the principal initiate the publication of said materials, all royalties accrued from such are the property of the said principal. District 834, however, retains the right of usage of said materials without cost to the district. Because of the many legal implications of copyrighting and publishing, a principal submitting work for publication should, prior to signing a publishing contract, notify the superintendent designee about the intention to publish so that all conditions between the district and employee can be clarified.

## **ARTICLE VI – PLACEMENT, COMPENSATION, REIMBURSEMENTS AND ALLOWANCES**

### **Section 1 – Initial Placement**

At the time of hiring, initial placement on the salary schedule shall be determined by mutual agreement between the individual principal and the employer. The District shall provide the Association notice of placement on the salary schedule, upon hire, of an individual into a principal position.

### **Section 2 – Professional Association Allowance**

Each administrator is permitted a maximum of \$1000 per year to be applied toward the payment of professional dues.

### **Section 3 – Mileage Reimbursement**

Employees who are required to use their personal vehicles in the performance of their duties shall be reimbursed at the rate allowed by the Internal Revenue Service.

## **ARTICLE VII – NON-DUTY DAYS AND HOLIDAYS**

### **Section 1 – Non-Duty Days**

Subd. 1 – Principals shall be granted unpaid non-duty days. The number of non-duty days granted shall be equal to the difference between 52 weeks and the number of weeks for which they are scheduled to work.

Subd. 2 – Up to ten non-duty days accrued during a fiscal year may be carried over into the next fiscal year. An employee may request Superintendent approval to carry over additional non-duty days due to unique or unanticipated events which prevented the employee from using such days. Requests must be submitted to the Superintendent prior to June 1 of each year.

Subd. 3 – Principals shall be eligible to receive payment for up to ten unused non-duty days upon separation from employment from the District.

## **Section 2 – Holidays**

Full-Time Principals Shall Be Entitled To Ten District Established Paid Holidays Each Year. Principals Working Less Than A Full Year Shall Receive Holidays On A Pro-Rated Basis.

# **ARTICLE VIII – VACANCIES, TRANSFERS, AND CHANGE IN ASSIGNMENT**

## **Section 1 – Vacancies**

Subd. 1 – A vacancy shall be defined as any position for which a principal certificate/license is required.

Subd. 2 – Where a vacancy in any principalship in Independent School District 834 shall appear, the Board of Education, or its designee, shall prepare a written notice of such vacancy including the qualifications, requirements, duties, and other pertinent information. Such notices shall be posted by electronic mail to every school building in the district. No vacancy shall be filled until notice of such vacancies shall have been posted for at least five working days.

## **Section 2 – Transfers-Involuntary**

An involuntary transfer shall be made in consultation between the principal and superintendent/designee. At that meeting, the principal shall be notified of the reasons for the involuntary transfer. Principals subject to involuntary transfer shall be notified of all open positions.

## **Section 4 – Notice Of Change In Assignment**

A principal's specific assignment shall continue unless written notice of change in assignment for the forthcoming year is provided by May 15. In the event that additional changes in assignment occur, principals shall be notified as soon as changes are finalized.

# **ARTICLE IX – UNREQUESTED LEAVE OF ABSCENCE**

## **Section 1 – Unrequested Leave Of Absence**

Both parties acknowledge that this Article constitutes the required plan under Minnesota Statutes §122A.40, subd. 10 for unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

## **Section 2 – Definitions**

The following definitions shall apply to this Article:

Subd. 1 – “Principal” shall mean those members of the Principals’ unit as defined by the Public Employee Labor Relations Act (“PELRA”) and this Agreement.

Subd. 2 – “Category” means High School Principal, Middle School Principal, Elementary Principal, and Assistant Secondary Principal.

Subd. 3 – “Seniority” shall be based on the definition in Article VIII, Section 3.

### **Section 3 – Seniority List**

By November 1 of each year, the School District shall create a seniority list of Principals to be prepared from its records. Seniority shall be determined by taking into consideration the date of commencement of the Principal’s continuous employment in the bargaining unit. The School District shall email the seniority list to all Principals. Any Principal whose name appears on the seniority list may dispute his/her standing on the list within ten days of posting by submitting a written request for a seniority change to the Director of Human Resources, along with any documentation of the basis for the request.

### **Section 4 – Final Seniority List**

The School District shall evaluate any and all requests for changes to the seniority list under Section 3 within ten days after receiving the request for seniority change, and shall make any changes the School District deems warranted. A final seniority list shall thereafter be prepared by the School District. Any principal wishing to challenge placement on the final seniority list may do so under the grievance process in the agreement. The timeline for commencing a grievance shall begin to run from the time the district provides a principal with its response to a request for a change under this section.

### **Section 5 – Ties in Seniority**

The following criteria shall be used to break seniority ties for placement on ULA:

1. Initial date of service in the School District as a Principal; and
2. Earliest/lowest Professional Educator Licensing and Standards Board (PELSB file folder number)

### **Section 7 – Unrequested Leave of Absence (“ULA”)**

Subd. 1 – The School Board may place on ULA such Principals as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. Such leave of absence shall continue for a period of three years, after which the right to reinstatement shall terminate. Also, a Principal’s right to reinstatement shall terminate if a Principal fails to file with the Director of Human Resources, by March 1 of each year, a written statement requesting reinstatement. Placement on ULA shall be effective no later than at the close of the school year or at such earlier time as mutually agreed upon by the Principal and the School Board.

Subd. 2 – Principals placed on ULA shall receive notice by April 1st of the school year prior to the commencement of such leave, including the reasons for placement on ULA.

Subd. 3 – Principals shall be placed on ULA in inverse order of seniority in the category employed at the time of ULA, and no Principal shall be placed on ULA if there is any other Principal with less seniority retained in a category for which a senior principal is licensed. No reassignment within the Principal’s bargaining unit is required prior to determining the Principal to be placed on ULA. Also, Principals do not have a right to bump less senior Principals outside their category.

### **Section 8 – Reinstatement**

Subd. 1 – No new Principal shall be hired by the School District while any Principal is on ULA in the same category. Principals placed on ULA shall be reinstated to a vacant available position from which they have been placed on ULA or any other vacant available position within the category from which they were placed on ULA, as such positions become available. The order of reinstatement shall be in inverse order in which the Principals were placed on ULA. (Longest period of time on ULA are first to be reinstated.) Reinstatement rights are to available and vacant positions; the School District does not have an obligation to reassign Principals in order to create a vacancy for Principals on ULA.

### **Section 9 – Procedure**

Subd. 1 – Following School Board action proposing placement of Principals on ULA, each individual Principal proposed for placement on ULA shall receive written notice of the proposed placement that:

1. States the applicable grounds for the proposed placement
2. Provides notice to the Principal that they have a right to request a hearing on the proposed placement within fourteen (14) days from receipt of the notice; and
3. Provides notice that failure to request a hearing will be deemed acquiescence to the School Board’s proposed placement on ULA

Subd. 2 – If a Principal requests a hearing regarding his/her proposed placement on ULA, such hearing shall be before a committee of the School Board, as selected by the School Board, and the committee shall, after a hearing, make a recommendation regarding the proposed ULA to the School Board. Proposed placement on ULA shall not be subject to the grievance procedure under the Master Agreement. The parties may agree to utilization of an independent hearing officer in place of a board committee.

## **ARTICLE X – BENEFITS**

### **Section 1 – Eligibility for Benefits**

Subd. 1 – Full-time employees working 175 days or more per year shall be eligible to receive all health and welfare benefits as provided in this Article. Part-time employees are not eligible for health and welfare benefits. Each principal may only be covered under one policy under each of the District’s insurance plans, i.e., health and dental. Employees

covered as a spouse under a Stillwater School District employee's plan shall be eligible for a VEBA contribution as defined below.

Subd. 2 – Employees hired on or after July 1, 2016, shall not be eligible to participate in the non-high deductible plan and shall be eligible to participate in the high deductible plan only.

## **Section 2 – Health And Hospitalization Insurance**

Subd. 1 – The district shall provide a monthly contribution toward the premium for single or family insurance coverage for full-time employees who qualify for and are enrolled in the district's group health and hospitalization plan.

For full-time employees enrolled in the non-high deductible insurance plan, the amount provided by the district shall be as follows, however, the amount shall not exceed the actual cost of insurance premium:

July 1, 2019 through June 30, 2020: Up to \$1,736 per month

July 1, 2020 through June 30, 2021: Up to \$1,874

For full-time employees enrolled in the high deductible/HRA/VEBA insurance plan, the amount provided by the district shall be as follows, however, the amount shall not exceed the actual cost of insurance premium:

July 1, 2019 through June 30, 2020: Up to \$1,405 per month

July 1, 2020 through June 30, 2021: Up to \$1,518 per month

For full-time employees participating in the high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

July 1, 2019 through June 30, 2021:

Family Coverage: \$250.00 per month

Single Coverage: \$125.00 per month

For employees provided a VEBA contribution due to coverage under another Stillwater School District employee's insurance policy, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2019: \$189.58 per month

Subd. 2 – The cost of any premium that exceeds the district's monthly contribution shall be borne by the employee and paid by payroll deduction.

Subd. 3 – The health and hospitalization insurance program will be coordinated with Medicare in accordance with Minnesota Statutes.

## **Section 3 – Life Insurance**

Subd. 1 – The school district shall contribute the full premium necessary to purchase group term life insurance equal to two times the employee's annual salary, calculated to the nearest \$1,000. The policy shall contain a provision for double indemnity in case of accidental death, benefits in case of dismemberment, and waiver of premium when totally disabled.

Subd. 2 – Employees will have the option of paying the premium for group term life insurance in excess of \$50,000, consistent with the provisions of Subd. 1 of this Section or elect to reduce such coverage to \$50,000.

Subd. 3 – So long as permitted by the school district's group insurance carrier, full-time employees may purchase additional life insurance coverage on their own lives or on the lives of their spouse and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction.

#### **Section 4 – Dental Insurance**

The school district shall provide a monthly contribution toward the premium for dental coverage, including dependent coverage, for full-time employees who qualify for and are enrolled in the District's dental insurance plan. The amount provided shall be as follows; however, this amount shall not exceed the actual cost of the insurance premium:

July 1, 2019 through June 30, 2020: Up to \$94.06 per month

July 1, 2020 through June 30, 2021: Up to \$97 per month

The cost of any premium that exceeds the district's monthly contribution shall be borne by the employee and paid by payroll deduction.

#### **Section 5 – Short Term Disability Income Protection**

Subd. 1 – Full-time principals become eligible for coverage upon completion of one full day of employment. To be eligible, a principal must be actively at work, which is defined as being present and employed for at least six hours per day, working at least 30 hours per week, in a regular capacity.

Subd. 2 – Short term disability income protection shall be available, upon receipt of medical certification, when sick leave benefits have been exhausted, but not before the tenth day of total disability. Short term disability income protection shall cease when the combinations of sick leaves and short-term disability total 120 days.

Subd. 3 – Employees on pre-approved unpaid leaves of absence are ineligible to participate in this benefit during the period of such leave. Eligibility for short-term leave shall resume on the anticipated return to work date.

Subd. 4 – The school district shall provide eligible employees with short-term salary protection equal to 70% of the employee's base daily rate of pay for each working day of disability.

## **Section 6 – Long Term Disability Insurance**

Subd. 1 – Full-time principals become eligible for coverage upon completion of one full day of employment. To be eligible for long term disability income protection, a principal must be actively at work, which is defined as being present and employed for at least six hours per day, working at least 30 hours per week, in a regular capacity.

Subd. 2 – The school district shall provide eligible employees with long term disability insurance equal to 70% of one-twelfth (1/12) of the employee's basic annual earnings in effect prior to the date of the disability, after fulfilling the plan waiting period.

Subd. 3 – Employees will have the option of paying the entire premium for LTD coverage on a payroll deduction basis.

## **ARTICLE XI – LEAVES**

### **Section 1 – Sick Leave**

Subd. 1 – A principal will be credited with his/her annual accrual of 14 sick leave days on the first day of his/her contract. During the initial year of employment, the total leave allowable for the contract year will be available to the principal after working a minimum of one day.

Subd. 2 – Unused sick leave days may accumulate without limit except that not more than 120 days may be utilized for any single disability. Additional days may be used on a prorated basis to supplement long term disability coverage.

Subd. 3 – The District may require a principal to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay.

Subd. 4 – A principal who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available may be granted a medical leave of absence for the duration of the contract year during such illness or disability. This leave may be extended a maximum of one year upon written request by the employee, on the basis of medical certification.

Subd. 5 – Sick leave is to be utilized for all absences resulting from a principal's physical and mental illnesses, therapy, examinations, and consultations, or that of a minor child. Sick leave may be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, grandparent, or stepparent, up to 160 hours per 12-month period, beginning July 1 of each year, pursuant to M.S. 181.9413.

Subd. 6 – Worker's Compensation: In the event of an occupational accident or illness, sick leave benefit shall be equivalent to the difference between the worker's compensation payment, if made, and the principal's regular daily rate of pay, computed to the nearest half day.

## **Section 2 – Sick Leave Bank**

Employees may participate in the Districts' Sick Leave Bank, under the terms provided to other employee groups, to the extent that the sick leave bank continues to be offered by the District.

## **Section 3 – Emergency Leave**

Subd. 1 – An employee may be granted up to two days of emergency leave per year. For purposes of this Section, emergency leave is defined as compelling business that cannot be conducted outside the workday. Reasons for such absences may include, but are not limited to; funerals not covered by bereavement leave, required attendance in a court of law, legal consultations, and required academic situations.

Subd. 2 – Emergency leave may never be used to extend a vacation, for business trips with spouse, to get married, for a honeymoon, for hunting or fishing trips, or in lieu of sick leave.

Subd. 3 – The Superintendent is authorized to grant additional paid emergency leave days, when, in the Superintendent's judgment, circumstances warrant it.

Subd. 4 – Falsifying an emergency leave request is grounds for dismissal.

## **Section 4 – Bereavement Leave**

Subd. 1 – Up to five days per occurrence of paid leave shall be granted for death in the immediate family. For purposes of this section, immediate family is defined as spouse, children, stepchildren, parents, spouse's parents, stepparents, brothers, sisters, aunts, uncles, grandparents, and grandchildren.

Subd. 2 – The Superintendent is authorized to grant additional paid bereavement leave days, when, in the Superintendent's judgment, circumstances warrant it.

## **Section 5 – Parental Leave**

Subd. 1 – A parental leave without pay shall be granted by the school district subject to the provisions of this Section. Parental leave may be requested because of the need to prepare and provide parental care for a child or children of the principal for an extended period of time.

Subd. 2 – A principal shall request parental leave in writing at least three calendar months in advance of the intended leave.

Subd. 3 – The school district may adjust the proposed beginning or ending date of parental leave so that the dates are coincident with some natural break in the school year.

Subd. 4 – Parental leave may be granted up to one full year following the school year in which the leave was granted.

Subd. 5 – A principal returning from parental leave shall be re-employed in a position equivalent to the position held prior to taking the leave.

Subd. 6 – During the first three months of parental leave, all district provided benefits shall continue in the same manner as for active employees, to the extent that the employee is eligible under the Family Medical Leave Act (FMLA). During the period of parental leave, accrued sick leave will be held in credit. After the period of FMLA eligibility, the principal is eligible to continue all insurance benefit plans but must pay the total premium for these programs.

Subd. 7 – Whenever parental leave extends to the end of a school year; the principal must notify the superintendent in writing by February 1 of intent to return or not return to the district the following year.

Subd. 8 – A principal who is pregnant may elect to utilize a disability leave followed by a parental leave. When disability leave is utilized, the principal shall continue working until she can no longer fulfill the requirements of the position. During the period of disability only, the principal is eligible to receive sick leave and disability leave benefits. The principal is required to return to work as soon as she is physically able unless she is granted a parental leave at this time without pay.

Subd. 9 – If the reason for parental leave is occasioned by pregnancy and the period of confinement is interrupted, the principal may return to work prior to the ending date of the leave only if she is physically able and a suitable opening is available.

Subd. 10 – The school district shall grant up to ten days leave (subtracted from sick leave) to any principal who may need time for child adoption proceedings.

Subd. 11 – The school district shall grant up to ten days leave (subtracted from sick leave) to any father who may need time to care for a newborn child.

Subd. 12 – Periods of time when a principal is on parental leave may not be used to satisfy probationary time requirements.

## **Section 6 – Sabbatical Leave**

Subd. 1 – A sabbatical leave of absence for a year may be granted to principals for the purpose of professional advancement. To be eligible for a sabbatical leave, the principal must have been employed for six years in District 834 schools. After taking a sabbatical leave, a principal may again be eligible after six more years of employment in District 834 public schools.

Subd. 2 – Applicants for sabbatical leave must submit an application to the superintendent of schools no later than the first working day following January 1, for leaves to be granted for the following contractual period.

Subd. 3 – The allowance granted to a principal on sabbatical leave shall be based on one-half of the contract salary for the school year during which the leave takes place or three-fourths salary if the principal works half-time.

Subd. 4 – Upon the request of the principal, the district will pay 75% of the principal's regular salary during the sabbatical year. The following year, 25% of the previous year's salary will be deducted from the principal's salary to determine the contract salary.

Subd. 5 – Upon expiration of the sabbatical leave, the principal shall be restored to his/her former position or one comparable to it with credit for the year's service under existing salary schedules.

Subd. 6 – A principal who is granted a sabbatical leave must pledge to work in the District 834 public schools for one year following the termination of the leave. If the principal's service is voluntarily discontinued, he/she shall pay back to the board of education a prorated part of the sabbatical leave allowance.

Subd. 7 – With the exception of sick leave, a principal is entitled to all benefits during the sabbatical year that are received by other staff members during the year.

Subd. 8 – Sabbatical leaves may be granted for less than one full year. The terms and conditions shall be mutually agreed to and shall be in accordance with the current applicable criteria.

### **Section 7 – Exchange Principalships**

Subd. 1 – The Board of Education, upon the recommendation of the superintendent, may grant a leave of absence of not more than two years for exchange principalship. Exchange principalship, which is usually arranged through an agency of the federal government, shall be subject to the rules and regulations of such agency with regard to wages, etc.

Subd. 2 – The principal shall retain status as to sick leave reserve, position on the salary schedule, retirement fund, and other privileges as though he/she were still working in the local system. A principal upon returning from an exchange of principalship, shall be assigned to his/her former position or to one of comparable status.

### **Section 8 – Military Leave**

Conditions for military leave shall comply with all applicable laws.

### **Section 9 – Jury Duty**

Subd. 1 – A principal who is called to jury service shall notify the Human Resources office immediately upon receipt of notice so that arrangements to excuse the principal to serve may be made if necessary.

Subd. 2 – Principals who are absent because of jury service will receive their regular salary from the district during this period of service, provided the employee submits pay received

for jury service, less any reimbursement for mileage or parking, in accordance with state laws.

## **ARTICLE XII – EMPLOYMENT PRACTICES**

### **Section 1 – Emergency School Closings**

If school is cancelled for students by the Superintendent, or designee, because of weather conditions, all principals are expected to report for work.

### **Section 2 – Work Stoppage**

In the event of a strike or work stoppage by other employees, it is mutually agreed that building principals covered by this agreement shall be on duty and carry out policy, rules and assignments as may be directed by the employer. The employer reserves the rights to make whatever directives that are, in the employer's judgment, necessary for the operation or protection of district programs and facilities.

### **Section 3 – Pay Schedule**

Principals shall be paid twice per month. If a pay date shall fall on a Saturday, Sunday or holiday, checks will be issued to principals on the last day immediately preceding. Regular paychecks shall be delivered by electronic deposit.

## **ARTICLE XIII – DEFERRED COMPENSATION PROGRAM/RETIREMENT PROVISIONS**

### **Section 1 – Retirement Eligibility**

A principal may elect retirement from administration in District 834 effective at the conclusion of the school year during which they reach the age of TRA eligibility or any of the succeeding school years, or to meet opportunities, or at such other times as may be approved by the School District. The following provisions apply:

Subd. 1 – Any principal who has 30 years or more service in this District is eligible for retirement pay without regard to sick leave accumulation.

Subd. 2 – Sick leave limitation - The number of days payment for principals with less than 30 years of District service shall not exceed the principal's sick leave reserve at the time of retirement, except that in no case will the principal's payment days be less than one-half the days accumulated in Section 2 of this Article.

Subd. 3 – Fringe benefits will be provided to early retirees in accordance with Section 4 of this Article.

Subd. 4 – Retirement pay shall not be provided to any employee discharged for cause by the School Board.

**Section 2 – Retirement Payment Plans**

Principals hired prior to July 1, 1994, shall be eligible for retirement payments provided in this Section. Principals hired on or after July 1, 1994 shall be eligible for benefits provided in Section 3 (Matching Deferred Compensation) of this Article only.

Eligible employees shall receive pay based on the following table:

<u>Year of Retirement</u>	<u>Maximum Days of Retirement Payment</u>	
	<u>Elem &amp; Asst. Principals</u>	<u>Sec. Principals</u>
2019-20	145	150
2020-21	140	145

In addition, principals are eligible to receive the District’s contribution to the 403b matching plan, and such contribution will not be deducted from severance.

**Section 3 – Matching Deferred Compensation Plan**

Full-time employees shall be entitled to a matching school district contribution of up to 3% of their current annual salary, not to exceed \$3,000 per year to a tax deferred account subject to Minnesota Statutes.

Subd. 1 – The district contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The district match cannot be accumulated on a retroactive basis if an employee elects to begin participation after the first year of eligibility.

Subd. 2 – Changes to or initial entry into the plan shall occur on the first pay day following the date information is received by the Human Resources Department.

**Section 4 – Retirement Insurance**

Subd. 1 – Principals hired prior to July 1, 2000, and who retire with ten or more years of consecutive service in District 834

Employees hired prior to July 1, 2000, who have ten consecutive years of employment in the school district, immediately preceding their retirement, may continue as a member of the insurance group until eligible for Medicare, provided they are between the ages of eligibility for TRA/PERA (based on the 1997 definitions of eligibility) and Medicare. Employees shall be eligible to continue single or dependent coverage, provided they maintained such coverage prior to retirement and elect such coverage. Employees electing dependent coverage shall make a monthly contribution equal to the amount they paid at the time of their retirement. For employees electing to participate in the high deductible/HRA/VEBA

option upon retirement, the district shall contribute to an HRA/VEBA account for the employee, an amount equal to the amount they were eligible for at the time of their retirement, based on the level of coverage elected, i.e., single or dependent.

Subd. 2 – In circumstances where an employee is ineligible to continue insurance coverage due to their eligibility for Medicare, the employee's spouse under the age of Medicare eligibility may purchase single coverage at the group rate for up to five years (inclusive of COBRA requirements) or until such time as they reach Medicare eligibility, whichever occurs first, provided such spouse had been covered under the plan prior to such date.

Subd. 3 – Such benefits shall cease when the principal becomes eligible for Medicare, however, in no event shall such coverage extend beyond 15 consecutive years.

Subd. 4 – When an employee reaches Medicare eligibility, by virtue of employee status and age, the school district shall provide a Medicare supplement as a conversion plan to the retiree at the retiree's expense.

Subd. 5 – An employee may continue life insurance coverage at his/her expense under the group plan to the extent such employee has maintained coverage prior to retirement.

Subd. 6 – Principals hired on or after July 1, 2000 and prior to July 1, 2008, who retire with ten or more years of consecutive service in District 834

For employees hired on and after July 1, 2000, and prior to July 1, 2008, who have worked in District 834 at least ten consecutive years immediately preceding such retirement and are between the ages of eligibility for TRA/PERA (based on the 1997 definitions of eligibility) and Medicare, the district's post-retirement insurance contribution shall be equal to the single health insurance premium. An employee may elect to continue dependent coverage (within the existing eligibility requirements of this Section) by paying the difference between the amount provided by the district and the full premium amount, provided they maintained such coverage prior to retirement. Such benefits shall cease when the principal becomes eligible for Medicare; however, in no event shall such coverage extend beyond 15 consecutive years. For employees electing to participate in the high deductible/HRA/VEBA option upon retirement, the district shall contribute to an HRA/VEBA account for the employee an amount equal to the amount they were eligible for under single coverage at the time of their retirement, provided they were enrolled in the district's insurance plan prior to retirement and elect such coverage.

Subd. 7 – The district's HRA/VEBA contribution shall be made in conjunction with regularly scheduled salary payments.

Subd. 8 – Principals hired on or after July 1, 2008

Employees hired on or after July 1, 2008, will be ineligible for district paid retiree insurance. Employees eligible for district paid insurance, will receive a district contribution of \$1500 to be deposited into the district designated Health Care Savings Plan (HCSP) at the conclusion of each school year, and no later than June 30.

## **Section 5 – Survivors Benefits**

The Board of Education shall continue the group health and hospitalization plan and provide the full premium cost for all eligible surviving dependents of a principal who dies while actively working in District 834. Such coverage shall extend for one calendar year from the date of the principal's death. If a survivor obtains employment with an employer other than the school district and such survivor is covered by a group medical hospital insurance plan or HMO, such coverage shall be considered primary.

## **ARTICLE XIV – GRIEVANCE PROCEDURE**

### **Section 1 – Purpose**

The purpose of this Article is to secure, at the lowest possible administrative level, an equitable resolution of any grievance which may arise during the term of this contract.

### **Section 2 – Representation**

Any principal, administrator, the Association, or the Board of Education may be represented at any stage of this grievance procedure by any person or agent designated by such party to act in his/her behalf.

### **Section 3 – Level I**

Any principal with a grievance shall first attempt to resolve such grievance through an informal conference with the Assistant Superintendent. Any principal who is not satisfied with the informal adjustment of his/her grievance must, within 15 calendar days of the event giving rise to the grievance, file with the Assistant Superintendent a written statement of his/her grievance. The written statement must be dated and signed by the principal and shall set forth the facts and state the provisions of this Contract alleged to have been violated. A “class grievance” affecting a group of principals shall be signed by at least one of such principals and a representative of the Association and may be appealed from one level to the next by the Association. The Assistant Superintendent may meet with the principal to discuss the grievance and shall indicate his/her disposition of the grievance, in writing, with a copy to the principal and to the Association. If the parties fail to agree or the matter has not been satisfactorily adjusted within five calendar days after the written statement has been filed, the principal may appeal the grievance to the Level II.

### **Section 4 – Level II**

A principal who is not satisfied with the disposition of his/her grievance at Level I shall file a copy of the written statement of his/her grievance with the Superintendent within ten calendar days after the grievance has reached Level I. The Superintendent may meet with the principal to discuss the grievance and shall indicate his disposition of the grievance, in writing, with a copy to the principal and the Association. If the parties fail to agree or the matter has not been satisfactory adjusted within ten calendar days after the grievance has reached the Level II, the principal may appeal the grievance to the Level III.

### **Section 5 – Level III**

Within 15 calendar days after the grievance has reached the Level II, a principal who is not satisfied with the disposition of his grievance at the Level II shall file with the Superintendent a written request for a conference with the Board of Education regarding the grievance. At its next meeting, the Board of Education, or a committee of the Board shall set a time for a conference with the principal with the Board or with a committee of the Board. The conference shall take place within 15 calendar days of such meeting. If the grievance is not satisfactorily resolved as a result of such conference it shall be referred to arbitration within 15 days of such conference.

### **Section 6 – Jurisdiction and Authority Of Arbitrator**

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or to subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Contract. The decision of the arbitrator shall be binding upon the parties, subject to all the limitations of grievance arbitration set forth in the PELRA.

### **Section 7 – Time Limits**

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as maximum and every effort will be made to expedite the process. Such limitations may be extended only by mutual consent. Failure of a Principal or the Association to comply within the limitations shall constitute a waiver of the grievance. Failure of any party that represents the District to act within the time limitations specified shall constitute a denial of the grievance and shall permit the principal or the Association to proceed to the next level.

## **ARTICLE XV – ADDITIONAL PROVISIONS**

### **Section 1 – Term and Reopening Negotiations**

This contract shall be in effect as of July 1, 2019, and shall continue in effect until June 30, 2021. If a new contract has not been duly entered into prior to June 30, 2021, the terms of this contract shall continue in full force and effect until such substitute contract is adopted, which shall then be fully retroactive to July 1, 2021. Between the months of March and June of 2021, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the next two-year period.

### **Section 2 – Effect and Finality**

This contract constitutes the full and complete contract between the Board of Education and the 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 – Amendments**

This contract shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written signed amendment to this contract.

### **Section 4 – Severability**

If any provision of this contract or any application of the contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. A substitution for an invalidated provision of this master contract will be sought through consultation and negotiation with the Association.

### **Section 5 – Copies of Contract**

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

Electronic copies of this contract titled "Master Contract between the Board of Education of District 834 and the Stillwater Principals Association" shall be provided to all principals within 30 days after the contract is signed.

### **Section 6 – Individual Contract Rights**

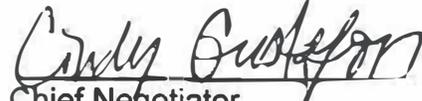
Any individual contract between the Board of Education and an individual principal heretofore executed shall be subject to and consistent with the terms and conditions of this contract.

IN WITNESS WHEREOF, the parties have signed this contract on this 16<sup>th</sup>  
day of April, 2021.

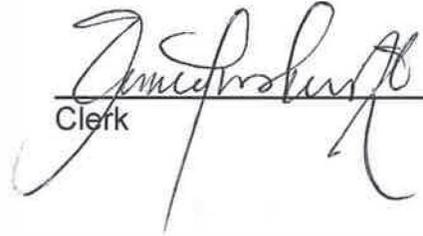
FOR STILLWATER PRINCIPALS'  
ASSOCIATION

  
\_\_\_\_\_  
President

FOR SCHOOL DISTRICT 834

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

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

**APPENDIX A – 2019-2021 PRINCIPAL SALARY SCHEDULE**

**2019-2020 Principal Salary Schedule**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Senior High	133,449	136,308	139,168	142,027	144,886
Middle School	125,131	127,654	130,177	132,699	135,222
Elementary	120,206	123,009	125,811	128,613	131,415
Assistant Senior	114,282	117,239	120,197	123,155	126,113
Assistant Middle	109,649	112,585	115,521	118,458	121,395

**2020-2021 Principal Salary Schedule**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Senior High	139,054	142,033	145,013	147,992	150,971
Middle School	130,387	133,015	135,644	138,272	140,901
Elementary	125,255	128,175	131,095	134,015	136,934
Assistant Senior	119,082	122,163	125,245	128,328	131,410
Assistant Middle	114,254	117,314	120,373	123,433	126,494

**Longevity**

Employees who have completed five full school years of service in the Principal Association as of July 1 shall be eligible for longevity pay in the amount of \$500 per year.

Employees who have completed ten full school years of service in the Principal Association as of July 1 shall be eligible for longevity pay in the amount of \$1,000 per year.

## **APPENDIX B – 2019-2021 PRINCIPAL WORK YEAR**

47 Weeks	Principal Stillwater Area High School Principal Stillwater Middle School Principal Oak-Land Middle School
46 Weeks	Principal Afton-Lakeland Elementary School Principal Andersen Elementary School Principal Brookview Elementary Principal Lake Elmo Elementary School Principal Lily Lake Elementary School  Principal Rutherford Elementary School Principal Stonebridge Elementary School Assistant Principal Stillwater Area High School Assistant Principal Stillwater Middle School Assistant Principal Oak-Land Middle School

**APPENDIX C – ADMINISTRATIVE CONTRACT**

INDEPENDENT SCHOOL DISTRICT 834  
Stillwater, Minnesota

2019-2020 ADMINISTRATIVE CONTRACT

The Board of Education of Independent School District No. 834 in the County of Washington and the State of Minnesota at a meeting called for this purpose enters into this agreement pursuant to MS 122A.40 as amended with \_\_\_\_\_, a legally qualified and certificated administrator who agrees to work in the public schools of said district for the 2019-2020 school year for a period of \_\_\_\_ weeks starting no earlier than July 1, 2019 and ending no later than June 30, 2020.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said administrator shall faithfully perform the services prescribed by the Board of Education or its designated representative and abide by the policies and regulations as established by the Board of Education and any additions or amendments thereto, for the annual salary indicated below.
2. Duration: This contract is subject to the provisions of M.S. 122A.40 as amended and to all laws of the State of Minnesota relevant to qualifications, certification, employment, termination and discharge for cause of administrators. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the Board of Education and the administrator or unless terminated as provided by law, or by written resignation prior to April 1 of each year.
3. Special Provisions:

In consideration thereof, the Board of Education agrees to pay said administrator the basic annual salary of \$\_\_\_\_\_.

IN WITNESS WHEREOF, we have hereunto subscribed our names.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT 834  
Stillwater, Minnesota

2020-2021 ADMINISTRATIVE CONTRACT

The Board of Education of Independent School District No. 834 in the County of Washington and the State of Minnesota at a meeting called for this purpose enters into this agreement pursuant to MS 122A.40 as amended with \_\_\_\_\_, a legally qualified and certificated administrator who agrees to work in the public schools of said district for the 2020-2021 school year for a period of \_\_\_\_ weeks starting no earlier than July 1, 2020 and ending no later than June 30, 2021.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said administrator shall faithfully perform the services prescribed by the Board of Education or its designated representative and abide by the policies and regulations as established by the Board of Education and any additions or amendments thereto for the annual salary indicated below.
2. Duration: This contract is subject to the provisions of M.S. 122A.40 as amended and to all laws of the State of Minnesota relevant to qualifications, certification, employment, termination, and discharge for cause of administrators. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the Board of Education and the administrator or unless terminated as provided by law, or by written resignation prior to April 1 of each year.
3. Special Provisions:

In consideration thereof, the Board of Education agrees to pay said administrator the basic annual salary of \$\_\_\_\_\_.

IN WITNESS WHEREOF, we have hereunto subscribed our names.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date