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Master Agreement between Independent School District 112 And the District 112 Principals' Association Effective: July 1, 2022 through June 30, 2024

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Article I Purpose

This Agreement is entered into between the Independent School District No. 112, Chaska, Minnesota, hereafter referred to as the District or School District, and the District 112 Principals' Association, hereafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for Association members for the duration of this Agreement.

Article II Recognition of Exclusive Representative

The School District hereby recognizes the District 112 Principals' Association in accordance with the applicable provisions of the P.E.L.R.A. as the sole and exclusive representative for all Association members employed by the School District.

Article III Definitions

<u>Section 1. District or School District:</u> For purposes of administering this Agreement, the word/term, "District or School District," shall mean the School Board or its designated agents.

Section 2. Association: The word "Association" shall mean the District 112 Principals' Association. Throughout this Agreement, all principals, assistant principals, and administrative deans who are members of this Association shall be referred to as "Association members."

Section 3. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits, other than District payment of, or contributions to, premiums for group insurance coverage of retired Association members, and the District's personnel policies affecting the working conditions of the Association members. The term does not mean educational policies of the District. "Terms and conditions of employment" is subject to the P.E.L.R.A..

<u>Section 4. Anniversary Date</u>: For the purpose of determining years of service, Association member anniversary dates shall be calculated as follows: Association member hired prior to January 1 shall use the preceding July 1 as their anniversary date, and Association members hired on or after January 1 shall use the succeeding July 1 as their anniversary date. <u>Section 5. Other Terms:</u> Other terms not specifically defined in this Agreement shall have the meaning given them under the P.E.L.R.A.

Article IV School Board Rights

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

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

<u>Section 3. Effect of Rules, Regulations, Directives, and Orders:</u> The exclusive representative recognizes that all Association members shall perform the duties prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognizes that the School Board, all Association members covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders will be null and void and without force and effect.

<u>Section 4. Reservation of Managerial Rights:</u> The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved in this Agreement, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

Article V Association Members' Rights

Section 1. Terms of Service: The terms of service is a determination by the School Board of weeks or days of administrative services, based on assignment of duties and responsibilities. The work year for elementary and secondary principals and assistant

principals shall be fifty-two (52) weeks. The work year for the administrative deans shall be 195 days.

Section 2. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19., all evaluations and files relating to individual Association members shall be available during regular school business hours to said association member upon his/her written notice. The Association member shall have the right to reproduce any of the contents of his/her file at the Association member's expense and to submit for inclusion in the file written information in response to any material contained in it. The School District may destroy such files as provided by law.

Article VI Holidays and Vacation (Principal/Assistant Principals)

<u>Section 1. Holidays</u>: Twelve (12) holidays are guaranteed each year from the list below. In a year containing fewer than twelve (12) holidays on the School Board approved school calendar, the difference between the designated holidays and the guaranteed twelve (12) holidays shall become floating holidays, the scheduling of which is subject to mutual agreement between the employee and his/her supervisor.

Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Eve Day Christmas Day New Year's Eve Day New Year's Day Memorial Day *Martin Luther King Day *Presidents' Day *Late Spring Break

*These days are scheduled holidays for principals/assistant principals only if scheduled as a school holiday. A school holiday is defined as a day with no students and no teachers. If any of these days are not scheduled as a school holiday, the principal/assistant principal is required to work, and the principal/assistant principal earns a floating holiday, the scheduling of which is subject to mutual agreement between the principal/assistant principal and his/her supervisor.

Should a designated holiday fall on a non-working day, such as a Saturday or Sunday, the District shall designate another day as the holiday. This day will generally precede or follow the weekend holiday.

Section 2. Vacation:

Subd. 1. Vacation Accrual: Full-time principals/assistant principals will accrue twenty-five (25) days (200 hours) of vacation annually. This vacation is credited to the principal/assistant principal on July 1. Part-time shall be credited with

equivalent annual vacation on a pro-rata basis. The District encourages principals/assistant principals to use vacation in the year it is accrued.

Subd. 2. Vacation Schedule/Use: Vacation schedules shall be established with the approval of the Superintendent/designee. During student contact days, up to ten (10) days (80 hours) of vacation time may be taken but not more than five (5) consecutive days. Exceptions may be granted at the discretion of the Superintendent/designee (i.e. up to ten (10) consecutive vacation days may be granted to an adoptive parent for the adoption process). Principals/Assistant Principals may request approval for use of vacation in (1) hour increments through the District leave system.

<u>Subd. 3. Vacation Carry-Over:</u> The District encourages principals/assistant principals to use their vacation time annually. The vacation time accrued in each Agreement year, July 1 to June 30, may be taken during that year or up to July 31 of the following contract year. On July 31 of each year the maximum number of accrued vacation days that can be carried over is twenty-five (25) days (200 hours). A principal/assistant principal may have no more than fifty (50) accrued vacation days (400 hours) on July 31 of a contract year.

<u>Subd. 4. Use:</u> A principal/assistant principal in his/her last year of employment with the District may use vacation days earned on a pro-rata basis. If a principal/assistant principal should use more vacation than he/she has earned and the principal/assistant principal leaves the District for any reason, an adjustment will be made to his/her final pay check.

<u>Subd.5. Last Year of Employment</u>: If, during the principal's/assistant principal's last year of employment with the District, the District wishes to have the principal/assistant principal work to the end of the Agreement year rather than have him/her take vacation days, the District shall pay the principal/assistant principal at the end of that year at his/her daily rate of pay (daily rate = basic salary plus longevity, education credit and performance pay/260 days) for the number of unused vacation days to a maximum of twenty-five (25) days (200 hours)

<u>Section 3. Flex/Work from Home Days</u>: Principal Association members will be provided a minimum of up to six (6) flexible work days (i.e. work from home) each year with prior approval from the Superintendent/designee. Association members will submit requests for flexible work days through the District's leave system. In extenuating circumstances (i.e. snow day) the Association member may submit his/her request for the flexible work day on the day of such extenuating circumstance.

Article VII Insurance

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

Section 2. Health, Dental and Vision Insurance And "Pooling" Of Dollars

(**Principals/Assistant Principals**) For 2022-23 the District will contribute the amount of \$758.75 per month (\$9105 annually) to eligible principals/assistant principals to distribute as they designate-among benefits (health insurance, dental insurance, vision insurance, supplemental life insurance, accidental death or dismemberment insurance, increased long term disability insurance, flex) or cash.

For 2023-24 the District will contribute the amount of \$925.42 per month (\$11,105 annually) to eligible principals/assistant principals to distribute as they designate-among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, increased long term disability insurance, flex) or cash.

Subd. 1. "Pooling of Dollars": Principals/assistant principals hired as an administrator after July 1, 1996, shall be eligible for "pooling. For 2022-23 the amount of \$9,105, and for 2023-24 the amount of \$11,105 will be available for each eligible principal/assistant principal to pool and distribute as he/she designates among benefits (health insurance, dental insurance, vision insurance, supplemental life insurance, accidental death or dismemberment insurance, increased long term disability insurance, flex) or cash. Those principals/assistant principals eligible for benefits must enroll in at least single health coverage. See Human Resources Website for Employee Benefit Guide and Summary Plan Descriptions (Medical Insurance) for specific information (i.e. Eligible Dependents, Special Enrollment Period).

Sub 2. Additional Payment: If the cost of the benefit coverage elected by a principal/assistant principal exceeds \$9105 in 2022-23 and \$11,105 in 2023-24, the principal/assistant principal will pay the additional premium cost through payroll deductions.

Subd. 3. Spouses: If a principal/assistant principal and his/her spouse are both employees in the District, they may pool their District insurance contributions with the following stipulations:

- a. both the principal/assistant principal and his/her spouse must participate in the District health insurance plan, if qualified, and maintain two (2) single, a single plus one (1), or a family contract.
- b. any balance remaining shall be applied toward benefits (health insurance, dental insurance, supplemental life insurance, accidental

death or dismemberment insurance, long term disability insurance, flex) or cash.

Section 3. Health, Dental, and Vision Insurance and "Pooling" of Dollars (Administrative Deans)

Subd. 1. Pooling: For 2022-23 the amount of \$8,500 will be available for each eligible and administrative dean to pool and distribute as he/she designates among benefits (health insurance, dental insurance, vision insurance, supplemental life insurance, accidental death or dismemberment insurance, increased long term disability insurance, flex) or cash. The administrative deans eligible for benefits must enroll in at least single health coverage. For 2023-24 the amount of \$10,500 will be available for each eligible administrative dean to pool and distribute as they designate among benefits (health insurance, dental insurance, vision insurance, supplemental life insurance, accidental death or dismemberment insurance, vision insurance, increased long term disability insurance, flex) or cash. The administrative deans eligible for benefits (health insurance, dental insurance, vision insurance, supplemental life insurance, accidental death or dismemberment insurance, increased long term disability insurance, flex) or cash. The administrative deans eligible for benefits must enroll in at least single health coverage. See Human Resources Website for Employee Benefit Guide and Summary Plan Descriptions (Medical Insurance) for specific information (i.e. Eligible Dependents, Special Enrollment Period).

Sub 2. Additional Premium Cost: If the cost of the benefits elected by an administrative dean exceeds \$8,500 in 2022-23 and \$10,500 in 2023-24, the administrative dean will pay the additional premium cost through payroll deductions.

Subd. 3. Spouses: If an administrative dean and his/her spouse are both employees in the District, they may pool their District insurance contributions with the following stipulations:

- a. both the administrative dean and his/her spouse must participate in the district health insurance plan, if qualified, and maintain a two (2) single, a single plus one (1) or a family contract.
- b. any balance remaining shall be applied toward benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long term disability insurance, flex) or cash.

Section 4. Long-Term Disability:

Subd. 1. Premium: The School District shall provide a long-term disability insurance program for Association members which provides for a 66.66% of salary benefit and a 60 calendar day waiting period. The premium shall be paid by the district.

Subd. 2. Waiting Period: If the Association member has not accrued sufficient paid sick leave to cover the waiting period, additional paid sick leave will be granted by the District until the member is entitled to receive long-term disability benefits.

<u>Section 5. Life Insurance</u>: The School District shall provide a group life insurance policy in the amount of \$250,000 and pay the premium for each Association member.

An Association member may purchase additional coverage (supplemental life or accidental death and dismemberment). The principal sum benefit for any employees age seventy-five (75) and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier.

<u>Section 6. Duration of Insurance Contribution:</u> An Association member is eligible for District contributions as provided in this article as long as the Association member is employed by the District. Upon termination of employment, all District participation and contribution shall cease, effective on the last working day with accrued vacation considered in setting the last working day.

Section 7. Claims Against the School District: Any description of insurance benefits contained in this article is intended to be informational only, and the eligibility of any Association member for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this article. The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Eligibility: Association members who are regularly employed at least thirty (30) hours per week shall be deemed full-time and eligible for benefits as provided in Sections 2, 3, 4, and 5 above.

Article VIII Leaves of Absence

Section 1. Sick Leave (Principals/Assistant Principals)

<u>Subd. 1.</u> Earning: On July 1 of each year, all full-time principal/assistant principals as defined by Article VII, Section 8 above, shall be credited with twelve (12) days (96 hours) of sick leave (part-time shall be credited with sick leave on a pro-rata basis). This yearly sick leave allowance shall be in addition to the total maximum accumulation as defined by Subd. 3. below. Part-time principals/assistant principals shall be credited with a pro-rata number of sick leave days/hours.

Subd. 2. Unearned: If a Principal/assistant principal leaves the District without having earned, on a pro-rata basis, the number of sick leave days he/she has used, the District shall reduce the principal's/assistant principal's final paycheck for any unearned sick leave days.

<u>Subd. 3. Requests:</u> Requests/approvals for sick leave pay shall be processed upon entry into the District's leave system.

<u>Subd. 4. Use:</u> Sick leave shall be allowed by the District when an principal's/assistant principal's absence is found to have been due to illness which prevented his/her performance of duties on that day or days. Sick leave shall be allowed for an adoption. Sick leave may also be used for medical and dental appointments, however, medical and dental appointments should be scheduled outside of the workday whenever possible. Sick leave may be taken in one (1) hour increments.

A principal/assistant principal may use personal sick leave up to the amount accumulated for serious illness of the principal/assistant principal, or the principal's/assistant principal's spouse or child. A principal/assistant principal may also use sick leave not to exceed five (5) days (40 hours) per year for serious illness involving the principal's/assistant principal's parent, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, spouse's parent, or person residing in the principal's/assistant principal's household. In extenuating circumstances, a principal/assistant principal may make an additional request for use of sick leave and/or an extension to the five (5) day limit to the Superintendent/designee. A principal/assistant principal may also use accumulated sick leave in accordance with Minn. Stat. 181.9413 (2021) as amended (see District website, Human Resources, for a complete description on use of sick leave).

<u>Subd. 5. Certificate:</u> In an absence of personal illness of three (3) or more consecutive working days the District may require a principal/assistant principal to furnish a medical certificate from a qualified attending physician as evidence of illness and/or disability pursuant to this section,, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. The District may require a principal/assistant principal who has taken sick leave for his/her own illness and/or disability, to furnish a fitness for duty certificate prior to the Principal's/assistant principal's return to work. In the event a medical certificate and/or fitness for duty certificate will be required, the principal/assistant principal will be so advised.

<u>Subd. 6. Child Birth/Adoption:</u> A principal/assistant principal giving birth shall be able to use accumulated sick leave for the duty days during the six to eight continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. A principal/assistant principal adopting a child may use up to six (6)continuous calendar weeks/thirty (30) continuous days of accumulated sick leave and/or

personal days following the adoption of a child. Non-duty days, such as breaks, holidays, summer and weekends are included in the determination of the six to eight continuous calendar weeks. Accumulated Sick Leave may not be used on non-duty days.

Up to ten (10) consecutive accumulated sick leave days may be granted to a principal/assistant principal whose spouse gives birth immediately following the birth of the child and to the adoptive parent (secondary caregiver) following the adoption of a child. Non-duty days such as breaks, holidays, and summer will be considered in the determination of the number of accumulated sick leave days granted for reasons of childbirth and adoption.

Subd. 7. Extended Leave of Absence: When sick leave has been exhausted, the Superintendent shall be authorized by order of the School Board, to grant an extended leave of absence without pay to satisfy the requirements of the P.E.L.R.A. for disability and death benefits.

Subd. 8. Termination: Upon termination of a principal's/assistant principal's employment for cause, all sick leave, current or cumulative, shall be immediately and automatically cancelled.

Subd. 9 Unused Sick Day Turn In: Eligible principals/assistant principals (regularly employed for thirty (30) hours or more per week in a regularly scheduled position), may turn in (at the time of open enrollment only/end of the Agreement year) up to a maximum of five (5) future unused sick leave days at his/her daily rate of pay (base salary + longevity + education credit + performance pay) to distribute among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long term disability insurance, flex) or cash. Principals/assistant principals who have at least thirty (30) days of unused sick leave (at the time of open enrollment/at the end of the Agreement year) may turn in up to three future days for the following contract year. Principals/assistant principals who have at least sixty (60) days of unused sick leave (at the time of open enrollment/at the end of the Agreement year) may turn in up to five (5) future days for the following Agreement year. Principals/assistant principals who have at least eighty (80) days of unused sick leave (at the time of open enrollment/at the end of the Agreement year) may turn in up to six (6) future days for the following Agreement year.

<u>Subd. 10. Donation:</u> A principal/assistant principal may contribute a total of four (4) days per fiscal year (July 1-June 30) of his/her accumulated sick leave days or vacation days to another employee (second donated day must go to a different employee) for the following reasons:

a. The employee receiving the donation is being placed on long term disability (LTD) and has insufficient sick leave, vacation days, and/or personal time off days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms

of the waiting period after the recipient has used his/her accumulated sick leave days may be donated; or

b. The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a zero (0) balance of the employee's sick leave, vacation days, and/or personal time off days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District Human Resource Department.

Subd. 11. Carryover: In the event a previously employed District staff member becomes a principal/assistant principal, any accrued sick leave days will be carried over toward sick leave use but not carried over toward severance/compensation for unused sick leave.

Section 1A. Personal Time Off (PTO) Leave (Administrative Deans):

The acronym, "PTO" is defined as absence used for illness, bereavement, adoption, religious holidays, personal use and paid child care leave. PTO does not include such absences as jury duty, military leave, civic duties, family and medical leave (FMLA) and unpaid child care leave.

Subd. 1. Earning: A full-time administrative dean shall be credited with ten (10) PTO days (80 hours) and three (3) sick leave days (24 hours) per Agreement year. The credit shall be made at the beginning of each school year. If an administrative dean leaves the District and has used more PTO days than he/she earned, the District shall reduce his/her final paycheck for any unearned PTO days on a pro-rata basis.

Subd. 2. Unused Days: At the end of each Agreement year, unused PTO days will be added to administrative dean's previously accrued sick leave balance.

<u>Subd. 3. Requests;</u> Requests/approvals for PTO and sick leave pay shall be processed upon entry into the District's leave system.

<u>Subd. 4. Use of Sick Leave:</u> Sick leave shall be allowed by the District when an administrative dean's absence is found to have been due to illness which prevented his/her performance of duties on that day or days. Sick leave shall be allowed for an adoption. Sick leave may be used for medical and dental appointments, however medical and dental appointments should be scheduled outside of the workday whenever possible. Sick leave may be taken in one (1) hour increments.

The administrative dean may use PTO days and accumulated sick leave for his/her illness, the illness of his/her spouse and child/children. The administrative dean may also use PTO days and accumulated sick leave not to exceed five (5) days (40 hours) per year for illness involving his/her parent, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, spouse's parent, or person residing in his/her household. In extenuating circumstances, the administrative dean may make an additional request for use of his/her accumulated sick leave and or an extension to the five (5) day limit to the Superintendent/designee. The administrative dean may also use PTO/accumulated sick leave in accordance with Minn. Stat. 181.9413 (2021) as amended (see District website, Human Resources, for a complete description on use of sick leave).

<u>Subd. 5. Certificate:</u> In an absence of personal illness of three (3) or more consecutive working days the District may require an administrative dean to furnish a medical certificate from a qualified attending physician as evidence of illness and/or disability pursuant to this section,, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. The District may require an administrative dean who has taken sick leave for his/her own illness and/or disability, to furnish a fitness for duty certificate prior to the administrative dean's return to work. In the event a medical certificate and/or fitness for duty certificate will be required, the administrative dean will be so advised.

Subd. 7. Use of PTO: To use PTO days the administrative dean must give at least a three (3) day notice (except for reasons of bereavement, childbirth, adoption, and illness) and receive pre-approval from their building administrator. PTO days may be taken in one (1) hour increments.

Subd. 8. Consecutive PTO Days and Exceptions: No more than three (3) consecutive PTO days may be granted except for reasons of bereavement, childbirth, adoption, and absence due to extended illness. In extraordinary circumstances an administrative dean may request an exception to be absent more than three (3) consecutive PTO days. The granting of such an exception shall be at the discretion of the Superintendent/designee. Up to five (5) consecutive PTO days may be granted for bereavement. Up to ten (10) consecutive PTO days may be granted to an adoptive parent for the adoption process; and up to ten (10) consecutive PTO/accumulated sick leave days may be granted to an administrative dean whose spouse gives birth immediately following the birth of the child. Non duty days such as breaks, holidays and summer will be considered in the determination of the number of PTO days granted for reasons of bereavement, childbirth, and adoption. Discretionary leave may be granted by the Superintendent in extenuating circumstances.

<u>Subd. 9. Child Birth/Adoption:</u> An administrative dean giving birth shall be able to use accumulated sick leave/PTO for the duty days during the six to eight continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. An administrative dean adopting a child may use up to six (6) continuous calendar weeks/thirty (30) continuous days of accumulated sick leave and/or PTO following the adoption of a child. Non-duty days, such as breaks, holidays, summer and weekends are

included in the determination of the six to eight continuous calendar weeks. Accumulated sick leave may not be used on non-duty days. Up to ten (10) consecutive accumulated sick leave/PTO days may be granted to an administrative dean whose spouse gives birth immediately following the birth of the child and to the adoptive parent (secondary caregiver) following the adoption of a child. Non-duty days such as breaks, holidays, and summer will be considered in the determination of the number of the accumulated sick leave/PTO days granted for reasons of childbirth and adoption.

Subd. 10. Extended Leave of Absence: When current PTO days and any accrued days sick leave days have been exhausted, the Superintendent/designee shall be authorized to grant an extended leave of absence without pay.

<u>Subd. 11.</u> <u>Termination:</u> Upon termination of an administrative dean's employment for any reason, all PTO days and accumulated sick leave shall be immediately and automatically cancelled.

Subd. 12 Unused Sick Day Turn In: Eligible administrative deans (regularly employed for thirty (30) hours or more per week in a regularly scheduled position) may turn in (at the time of open enrollment only/end of the Agreement year) up to a maximum of five (5) future unused sick leave days at his/her daily rate of pay (base salary + performance pay) to distribute among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long term disability insurance, flex) or cash. An administrative dean who has at least thirty (30) days of unused sick leave (at the time of open enrollment/at the end of the Agreement year) may turn in up to three future days for the following Agreement year. An administrative dean who has at least sixty (60) days of unused sick leave (at the time of open enrollment/at the end of the Agreement year) may turn in up to five (5) future days for the following Agreement year. An administrative dean who has at least eighty (80) days of unused sick leave (at the time of open enrollment/at the end of the Agreement year) may turn in up to five (5) future days for the following Agreement year. An administrative dean who has at least eighty (80) days of unused sick leave (at the time of open enrollment/at the end of the Agreement year) may turn in up to five (5) future days for the following Agreement year. An administrative dean who has at least eighty (80) days of unused sick leave (at the time of open enrollment/at the end of the Agreement year) may turn in up to six (6) future days for the following Agreement year.

<u>Subd. 13. Donation</u>: An administrative dean may contribute a total of four (4) days per fiscal year (July 1-June 30) of his/her accumulated PTO or sick leave to another employee (up to two (2) days may be donated to the same employee) for the following reasons:

- a. The employee receiving the donation is being placed on long term disability (LTD) and has insufficient PTO and sick leave days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the waiting period after the recipient has used his/her accumulated sick leave days may be donated; or
- b. The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a zero (0) balance of the employee's PTO and sick leave days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District 112 Human Resource Department.

Subd. 14. Carryover: In the event a previously employed District 112 staff member becomes an administrative dean, any accrued sick leave days will be carried over toward sick leave use.

Section 2. Bereavement Leave (Principal/Assistant Principal Association Members):

Subd. 1. Use: All full-time principals/assistant principals will be granted, with the supervisor's approval, up to five (5) bereavement days (40 hours), non-accumulative, for absence due to a death of a family member or friend (part-time will be granted on a pro-rata basis). Use of these days does not result in a deduction from sick leave. Bereavement may be requested in one (1) hour increments.

Subd. 2. Additional Time; Should additional time away from work be needed as the result of a death, vacation days and/or sick leave days may be used by the principal/assistant principal to meet that need with the supervisor's approval.

Section 3. Child Care Leave:

Subd. 1. Use: A childcare leave may be granted by the District, subject to the provisions of this section, to one (1) Association member parent of an infant child in conjunction with the birth or adoption of a child, provided such Association member parent is caring for the child on a full-time basis.

<u>Subd. 2. Request:</u> An Association member making application for child care leave shall inform the Superintendent/designee, in writing, of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. The Association member will also provide, at the time of the leave application, a statement from the physician or adopting agency indicating the expected date of the birth or adoption.

<u>Subd. 3. Pregnancy/Adoption.</u> An Association member may utilize sick leave/PTO pursuant to the sick leave/PTO provisions of the Agreement for a child care/adoption leave.

Subd. 4. Adjustment: The District may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave are coincident with some natural break in the school year.

Subd. 5. Duration: In making a determination concerning the commencement and duration of a childcare leave, the District shall not, in any event, be required to:

a. grant any leave more than twelve (12) months in duration.

b. permit the Association member to return to employment prior to the date designated in the request for childcare leave.

Subd. 6. Reinstatement: An Association member returning from childcare leave shall be reemployed in an equivalent position in the District unless previously discharged or placed on unrequested leave.

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

Subd. 8. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

<u>Subd 9. Participation in Group Insurance Programs:</u> An Association member on Child Care Leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/Child Care Leave, long term disability insurance coverage is not available.

Section 4. General /Extended Leave:

Subd. 1. Eligibility: Association members with a minimum of three (3) years of experience in the District may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the School District.

<u>Subd. 2. Conditions of General/Extended Leave:</u> A general/extended leave may be granted by the School District for overseas teaching/administration, Peace Corps, Vista, National Teacher Corps, extended illness of the Association member's family, study germane to the Association member's assignment, travel, holding a full-time office in a professional organization, for service as an elected or an appointed official, administrative exchange, or for other reasons deemed appropriate by the Board. <u>Subd. 3. Benefits While on General/Extended Leave:</u> An Association member is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the Association member pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the Association member to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the teacher to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/General Leave, long term disability insurance coverage is not available.

An Association member on general/extended leave shall retain such amounts of sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on general/extended leave for use upon his/her return. No additional sick leave, vacation leave, or PTO shall accrue for the period of time that an Association member is on general/extended leave.

Subd. 4. Returning from General/Extended Leave: An Association member returning from a general/extended leave, shall be placed in an equivalent position in the District unless previously discharged or placed on unrequested leave.

Section 5. Leave Extensions for General/Extended and Family Leaves: Association members on general/extended or family leave shall notify the Director of Human Resources in writing of their intention to request a leave extension according to the following schedule:

- a. February 1 when the Association member's return of said year-long leave was intended to coincide with the opening of school;
- b. in the case of partial year leaves, at least sixty (60) days prior to the Association member's scheduled return date.

Applications for extensions will be acted upon no later than March 1 as per conditions of Subd. 1a, or no later than thirty (30) days prior to the specified return date, as per conditions Subd. 1b.

Association members will be notified of the status of their extension application by in writing. Should the extension be denied the association member is expected to return on the date arranged at the time of the leave approval.

Section 6. Family and Medical Leave (FMLA): The District will administer FMLA leave pursuant to applicable laws.

Section 7. Workers' Compensation:

<u>Subd. 1. Compensation:</u> When an Association member who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act incurred while in the employ of the School District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the Association member and the Association member's regular rate of pay to the extent of the Association member's earned accrual of sick leave and/or vacation pay or PTO pay.

<u>Subd. 2.</u> <u>Deduction:</u> A deduction shall be made from the Association member's accumulated vacation, PTO, or sick leave accrual time according to the portion of days of sick leave or vacation time, or PTO time which is used to supplement workers' compensation.

<u>Subd. 3. Period of Disability:</u> Such payment shall be paid by the School District to the Association member only during the period of disability.

<u>Subd. 4. Additional Compensation:</u> In no event shall the additional compensation paid to the Association member by virtue of sick leave or vacation or PTO pay result in the payment of a total daily, weekly or monthly compensation that exceeds the compensation of the Association member.

<u>Subd. 5. Payment:</u> An Association member who is absent from work as a result of an injury compensable under the Workers' Compensation Act who receives sick leave or vacation or PTO pay pursuant to this policy shall submit his/her workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Subd. 6. Another Employee: An Association member of the District shall not be entitled to sick pay benefits under this section if he/she is injured while in the employ of another employer, nor shall any accrual of such benefits occur during the period of convalescence from that injury.

Section 8. Jury Duty: When an Association member is called to serve on a jury, the Association member shall be paid his/her regular wage by the District, less the mileage per diem and other expenses as regulated by state guidelines.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

<u>Section 10. Personal Injury on Duty Leave:</u> An Association member's disability as a result of assault on school premises or while acting in an emergency capacity for the School District on its premises will not be charged with a loss of sick leave or personal leave benefits for the length of time required for the recovery or for any recurrence. Sick leave or personal leave would not be used when long-term disability benefits are available under any insurance provided by the District.

Section 11. Unrequested Leave of Absence

Subd. 1. Seniority Date: The seniority date for new principals, assistant principals, integrated arts academy principal, and administrative deans shall be the first day of service in the bargaining unit.

<u>Subd. 2. Unit Service:</u> Principals, assistant principals, integrated arts academy principal, and administrative deans shall be allowed to count only service as a unit member for purposes of placement on unrequested leave of absence from a principal's unit position. Service in other non-units within the district cannot be counted for purposes of bumping another unit member. Principals, assistant principals, integrated arts academy principal, and administrative deans retain all other rights under Minnesota Statutes 122A.40.

Subd. 3. Seniority Tie Breaker: The following criteria shall be used to break seniority ties in the placement of principals, assistant principals, integrated arts academy principal, and administrative deans:

- 1) The first tiebreaker will be the date the employment agreement is signed by the prospective principal, assistant principal, integrated arts academy principal, or administrative dean;
- 2) The second tie breaker will be the earliest/lowest, Professional Educator Licensing and Standards Board (PELSB) file folder number of the principal, assistant principal, integrated arts academy principal, or administrative dean.

Placement on Unrequested Leave of Absence

<u>Subd. 1. General:</u> The District may place principals, assistant principals, integrated arts academy principal, and administrative deans on unrequested leave of absence, without pay or fringe benefits at the close of the school year. The District agrees to consult with the Association regarding proposed alternatives to unrequested leave of absence situations, provided such consultation does not result in delay.

<u>Subd. 2. Method:</u> The District will place the least senior principal, assistant principal, integrated arts academy principal, and administrative dean within a category on unrequested leave of absence. All unit members will be assigned a category. The categories are: high school principal, middle school principal, elementary principal, high school assistant principal, middle school assistant principal, integrated arts academy principal, high school administrative dean, middle school administrative dean, elementary school administrative dean. Nothing in this language allows a principal, assistant principal, integrated arts academy principal, assistant principal, integrated arts academy principal, assistant principal, integrated arts academy principal or administrative dean to receive a promotion during the unrequested leave process. Principals, assistant principals, integrated arts academy principal and administrative deans may not assert a seniority right into a position that is promotional. Principals, assistant principals, integrated arts academy

principal, and administrative deans may assert a seniority right into a position that is not promotional. Nothing in this section limits the rights of a principal, assistant principal, integrated arts academy principal or administrative dean placed on unrequested leave of absence to assert statutory rights into a licensed teaching position.

Reinstatement

<u>Subd. 1. Recall</u>: Principals, assistant principals, integrated arts academy principal, and administrative deans will be recalled from an unrequested leave of absence to available positions for which they are licensed. Principals, assistant principals, integrated arts academy principal, and administrative deans cannot assert a reinstatement right to a promotional position. The principal, assistant principal, integrated arts academy principal, or administrative dean with the highest seniority date will be reinstated first.

Subd. 2. No Appointment of New Administrator: No appointment of a new principal, assistant principal, integrated arts academy principal, or administrative dean will be made while there is available, on unrequested leave, a principal, assistant principal, integrated arts academy principal, or administrative dean who qualifies to be recalled to the position pursuant to subdivision 1.

Subd. 3. Notification of Recall: Notification will be by certified mail to the principal's, assistant principals, integrated arts academy principal, and administrative deans last known address and to their email address. In the event a principal, assistant principal, integrated arts academy principal or administrative dean declines a position or fails to notify the District in writing of their intentions within fifteen (15) days of the date of notification, the principal, assistant principal, integrated arts academy principal, assistant principal, integrated arts academy principal, or administrative dean on unrequested leave of absence will provide the district with appropriate contact information annually for purposes of notification in this section.

Subd. 4 Reinstatement Period: The unrequested leave of absence of a principal, assistant principal, integrated arts academy principal, or administrative dean who is not reinstated shall continue for a period of three years from the date the principal, assistant principal, integrated arts academy principal, or administrative dean's unrequested leave of absence began, or until the administrator fails to respond within fifteen (15) days of the date of notification, or until the administrator submits in writing a request to be removed from the recall list, whichever occurs first. The three year reinstatement period ends on the first day teachers return to duty for the commencement of the third school year following the administrator's placement on unrequested leave.

<u>Subd. 5. Assignment to Available Teaching Positions:</u> Principals, assistant principals, integrated arts academy principal, or administrative deans proposed for

unrequested leave shall be assigned to available teaching positions for which they are licensed.

Section 12. Seniority:

<u>Subd. 1. List:</u> Each year, the School District shall cause a seniority list to be created to reflect any addition or deletion of Association members caused by retirement, death, resignation, cessation of services, and tenure awards. Such yearly revised listing shall govern the application of the unrequested leave of absence policy plan until it is revised.

Subd. 2. Distribution: By November 1 of each year, or as soon thereafter as practicable, the District shall prepare and distribute a seniority listing of Association members.

Subd. 3. Leaves: For purpose of seniority standings, an Association member on family, general/extended, or military leave, pursuant to this article, shall continue to accrue seniority during such leaves of absence.

<u>Subd. 4. Seniority Date and Tie Breaker:</u> The seniority date for new principals, assistant principals, integrated arts academy principal, and administrative deans shall be the first day of service in the bargaining unit. In the event two (2) or more Association members share the same seniority date, the first tiebreaker will be the date the employment agreement is signed by the prospective Association member; the second tie breaker will be the earliest/lowest, Professional Educator Licensing and Standards Board (PELSB) file folder number. Once the tie is broken, the relative seniority ranking shall remain constant for the duration of the affected Association member's term of employment.

<u>Subd. 5. Placement:</u> Any Association member who disagrees with his/her placement on the list, shall have twenty (20) days from the date of posting to supply written documentation, proof, and request for seniority change to the Director of Human Resources.

Subd. 6. Order: The District shall evaluate all written communications regarding the order of seniority contained in the list and will make appropriate changes.

Subd. 7. Final Seniority List: By January 15th of each year, or as soon as practicable after, a final seniority list shall be prepared by the District. Any Association member may challenge the final seniority list by filing a grievance within fifteen (15) days of the posting of the final seniority listing. In the absence of a grievance, the posted final seniority listing will be deemed to be correct.

Article IX Severance/Retirement

<u>Section 1. Eligibility for Severance Pay Compensation for Unused Sick Leave Upon</u> <u>Leaving or Retiring From the District (Principals/Assistant Principals):</u>

Principals/assistant principals with continuous service employed as an administrator that were hired to begin their contract prior to July 1, 2023 shall be eligible for compensation for unused sick leave upon leaving or retiring from the district. Eligible principals/assistant principals with the District shall be paid their daily rate of pay (base salary + longevity + education credit + performance pay) for unused sick leave upon resignation and/or retirement from the District according to the schedule below. Compensation for accrued unused sick leave shall not be granted to any principals hired to begin their contract July 1, 2023 and after shall not be eligible for compensation for unused sick leave upon leaving or retiring from the district.

Years of Service	Accrued, Unused Sick	
	Leave Days	
1 st through 4 th years of service	0 days	
5th through 8 th years of service	up to 70 days (560 hours)	
9th through 11 th years of service	up to 90 days (720 hours)	
12 th through 14 th years of service	up to 110 days (880 hours), and	
15 th year of service and beyond	up to 130 days (1040 hours)	
and is immediately eligible for TRA pension retirement benefits		

Subd. 1. Method of Payment For Unused Sick Leave:

The daily rate of pay (base salary + longevity + education credit + performance pay) is calculated by dividing by 260 days. The compensation for accrued, unused sick leave shall be paid in the following manner. One hundred percent (100%) shall be paid in the principal's/assistant principal's name to the District's designated Health Care Savings Plan (HCSP). Payments shall be paid by the District in equal installments over a period of time not to exceed twenty-four (24) months. Payments shall be made of one-third (1/3) by June 30 of the year of retirement, onethird (1/3) on the following January 1st and the final one-third (1/3) on the next January 1st. Zero (0%) shall be paid in the principal's/assistant principal's name to a 403b plan. Zero (0%) shall be paid to the principal/assistant principal in cash. If a principal/assistant principal dies with a portion of his/her compensation for accrued unused sick leave unpaid, the full balance then due shall be paid to the principal's/assistant principal's named beneficiary, if any, otherwise to the principal's/assistant principal's estate.

<u>Section 2. Eligibility To Participate in District Group Insurance Plans at</u> <u>Retirement:</u>

Subd. 1. Participation: An Association member retiring from District 112, and under the provisions of the Teachers' Retirement Association (TRA), and who is

enrolled in the District's insurance plans, may continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the Association member pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see District Website, Human Resources for specific coverage available). It is the responsibility of the Association member to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the Association member to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

<u>Section 3. District Contribution to Post-Retirement Health Care Savings Plan</u> (HCSP) (Principals/Assistant Principals)

<u>Subd.1</u>. <u>Termination of Employment:</u> A principal/assistant principal hired to begin their contract prior to July 1, 2023, who terminates employment after completing a minimum of eight (8) years of continuous service as an administrator in the District, and is immediately eligible for TRA pension retirement benefits, shall have an annual contribution made by the District to the District's designated Health Care Savings Plan (HCSP). A principal/assistant principal who is discharged or terminated for cause shall not be eligible to receive the District contribution to post retirement HCSP. Principals/Assistant Principals hired to begin their contract July 1, 2023 and after shall not be eligible for the District contribution to the Post Retirement Health Care Savings Plan (HCSP).

<u>Subd. 2. Duration of Contributions:</u> The annual contribution made by the District to the District's designated HCSP shall be provided until the principal/assistant principal is eligible for Medicare or five (5) years, whichever is longest. If a principal/assistant principal dies before the payments under this section have been disbursed, the full balance due shall be paid according to the established schedule, to the principal's/assistant principal's named beneficiary, if any, otherwise to the principal's/assistant principal's estate.

<u>Subd. 3. Contribution Amount:</u> An eligible principal/assistant principal, as defined in the previous subdivisions, who terminates employment during this Agreement, shall receive an annual contribution of \$9,000 (\$750 per month) to the District's HCSP.

Article X Deferred Compensation Matching Program

<u>Section 1. Deferred Compensation – District Matching Program</u> (Principals/Assistant Principals):

The District 112 will contribute up to \$5,200 per Principal/Assistant Principal per Agreement year in accordance with the guidelines described below.

<u>Subd. 1. Eligibility:</u> All principals/assistant principals are eligible to participate in the District Deferred Compensation Matching Program through School Board approved investment providers.

Subd. 2. Contribution Amount: Principals/assistant principals must make a contribution of \$5,200 each year of the agreement year to receive the maximum District match.

<u>Subd. 3. Loss of Benefit:</u> The principal/assistant principal must contribute to deferred compensation election during the eligible period/Agreement year or he/she loses the benefit of the District matching dollars for that year.

Subd. 4. <u>Applicable Statutes:</u> The provisions of this section are subject to all limitations relating to such plans as provided by law.

<u>Section 2. Deferred Compensation – District Matching Program (Administrative Deans):</u>

The District 112 will contribute up to \$3,900 to an Administrative Dean per Agreement year in accordance with the guidelines described below.

Subd. 1. Eligibility: The administrative deans' are eligible to participate in the District Deferred Compensation Matching Program through School Board approved investment providers.

Subd. 2. Contribution Amount: The administrative deans must make a contribution amounts of \$3900 each year of the Agreement year to receive the maximum District match.

Subd. 3. Loss of Benefit: The administrative dean must contribute to deferred compensation election during the eligible period/Agreement year or he/she loses the benefit of the District matching dollars for that Agreement year.

Subd. 4. Applicable Statutes: The provisions of this section are subject to all limitations relating to such plans as provided by law.

Article XI Grievance Procedure

The word "grievance," is defined as a complaint arising from an alleged misinterpretation or improper application of the terms of this Agreement.

An Association member who feels a cause to grieve shall first discuss the situation involved with his/her immediate superior, within twenty (20) days after the alleged grievance occurred, in an attempt to reach an informal satisfactory agreement. Should this attempt fail, the Association member, within ten (10) days of said informal meeting shall file with his/her immediate superior a statement of his/her grievance and cite the section of the Agreement allegedly violated. The immediate superior shall give a decision, in writing within seven (7) days after receipt of the written decision of such immediate superior. The Superintendent/designee shall then set at time to hear the grievance to be held ten (10) days after receipt of the appeal. The Association member originating the grievance may be represented by the exclusive representative.

The Superintendent shall render his/her decision, in writing, within ten (10) days after the completion of the hearing. In the event that the grievance is not resolved at this level, the Association member originating the grievance may appeal the decision of the Superintendent to the School Board, provided that such appeal is made within fifteen (15) days after receipt of the Superintendent's decision. The School Board shall hear the grievance within fifteen (15) days after receipt of the appeal. The Association member originating the grievance may be represented by the exclusive representative and/or counsel at this hearing. The School Board shall render its decision in writing within fifteen (15) days after the hearing.

The time periods specified in this grievance procedure refer to calendar days and not school or working days.

Article XII Duration

This Agreement shall remain in the full force and effect for a period commencing on July 1, 2022 through June 30, 2024, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent no later than April 1, 2024. These notices, if any, shall set forth specifically all proposed modifications sought by the parties, and all clauses of this Agreement for which no modifications is sought shall not be negotiated, except by mutual agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Any and all prior Agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Article XIII Compensation/Reimbursement

Section 1. Annual Base Salary: The compensation for each Association member is as follows for 2022-2023 and 2023-2024:

Title	Duty Days	July 1, 2022 June 30, 2023 Compensaton	July 1, 2023 June 30, 2024 Compensation
High School Principal	260	\$167,116	\$178,480
Middle School Principal	260	\$160,296	\$171,196
Elementary Principal	260	\$154,213	\$164,699
HS Assistant Principal	260	\$148,703	\$158,815
MS Assistant Principal	260	\$145,832	\$155,749
IAA Principal	260	\$145,832	\$155,749
High School Administrative Dean	195	\$105,081	\$112,277
Middle School Administrative Dean	195	\$103,822	\$110,882
Elementary Administrative Dean	195	\$103,192	\$110,209

<u>Section 2. Initial Placement of Principals/Assistant Principals:</u> The placement of new principals/assistant principals on the longevity schedule (section 3) below shall be at the discretion of the Superintendent. New principals'/assistant principals' years of prior administrative experience may be accepted and paid according to the schedule below.

<u>Section 3A. Longevity (Principals/Assistant Principals)</u>: Principals/assistant principals who have accumulated years of continuous service as an administrator in the District 112 shall be paid according to the following longevity schedule. Principals/assistant principals shall advance a year on the longevity scale (shown below) if they have received a rating of "proficient" or higher on all three (3) of the McRel performance evaluation standards on their summative evaluation.

For 2022-23	
Years of Experience	Additional Compensation
1st contract year	No additional compensation
2nd through 4th years	\$1,400
5th through 7th years	\$2,300
8 th through 10 th years	\$4,000
11th through 15 th years	\$5,500
16 th through 20 th years	\$5,500
21 + years	\$5,500
For 2023-24	
For 2023-24 <u>Years of Experience</u>	Additional Compensation
	Additional Compensation No additional compensation
Years of Experience	
Years of Experience 1st contract year	No additional compensation
Years of Experience 1st contract year 2nd through 4th years	No additional compensation \$1,400
Years of Experience 1st contract year 2nd through 4th years 5th through 7th years	No additional compensation \$1,400 \$2,300
Years of Experience 1st contract year 2nd through 4th years 5th through 7th years 8 th through 10 th years	No additional compensation \$1,400 \$2,300 \$4,000
Years of Experience 1st contract year 2nd through 4th years 5th through 7th years 8 th through 10 th years 11th through 15 th years	No additional compensation \$1,400 \$2,300 \$4,000 \$5,500

Association members employed by the District for the 2009-10 Agreement year incurred a "freeze" on their longevity step at their 2008-09 longevity level. For example, an Association member beginning his/her 5th Agreement year in 2008-09 remained at that same longevity level (5th contract year) for the 2009-10 year. For the 2010-11 Agreement year that same Association member shall advance one year to beginning his/her 6th Agreement year/longevity level. For the 2011-2012 Agreement year that same Association member shall advance one year to beginning his/her 7th Agreement year/longevity level.

<u>Section 3B. Longevity (Administrative Deans):</u> Administrative Deans who have accumulated years of continuous service as an administrator in the District 112 shall be paid according to the following longevity schedule. Administrative Deans shall advance a year on the longevity scale (shown below) if they have received a rating of "proficient" or higher on all three (3) of the McRel performance evaluation standards on their summative evaluation. This process begins effective with the 2020-21 summative evaluations and longevity pay will begin for the 2021-22 contract year.

For 2022-23	
Years of Experience	Additional Compensation
1st through 4 th contract year	No additional compensation
5th through 7 th years	\$500
8 th through 9 th years	\$500
10th year	\$1,000
11+ years	\$1000

For 2023-24

Years of Experience	Additional Compensation
1st through 4 th contract year	No additional compensation
5th through —7 th years	\$500
8 th through 9 th years	\$750
10th year	\$1,000
11+ years	\$2,000

Section 4. Performance Pay

Association members may earn the following Performance Pay:

For 2022-23 and 2023-24:

- a. \$1,000 may be attained if the Association member is rated as "proficient" or higher on all three (3) of the McRel performance evaluation standards on his/her summative evaluation, and
- b. \$500 may be attained if the Association member's building reaches its established student achievement goal for the year.

Section 5. Education Credit (Principals/Assistant Principals):

Principals/assistant principals who have accumulated education credit shall be paid according to the following schedule. Education credit earned after January 1, 2004, cannot be more than five (5) years old. Education credit must be graduate credit, appropriate to administration, and pre-approved, in writing, by the Superintendent/designee.

For 2022-23	
Education Credit	Additional Compensation
MA+60/Specialist/Supt. Certification	\$1,000, and
Ph.D. or Ed.D.	\$2,000
For 2023-24	
Education Credit	Additional Compensation
MA+60/Specialist/Supt. Certification	\$2,000, and
Ph.D. or Ed.D.	\$3,000

Education Credit (Administrative Deans):

Administrative Deans who have accumulated education credit shall be paid according to the following schedule. Education credit earned after January 1, 2004, cannot be more than five (5) years old. Education credit must be graduate credit, appropriate to administration, and pre-approved, in writing, by the Superintendent/designee.

For	2022-23

Education Credit	Additional Compensation
MA+60/Specialist/Supt. Certification	\$0, and
Ph.D. or Ed.D.	\$0

For 2023-24	
Education Credit	Additional Compensation
MA+60/Specialist/Supt. Certification	\$1,000, and
Ph.D. or Ed.D.	\$1,500

Section 6. Professional Association Dues: The School District shall pay the annual membership dues for one (1) state and one (1) national professional association for each Association member.

Section 7. Flex Benefit Plan: All Association members will have access to a flex benefit plan addressing insurance, medical, and child care benefits.

Section 8. Professional Development Fund: A professional development fund of \$2000 per fiscal year (July 1-June 30) shall be provided for each principal/assistant principal. A professional development fund of \$1500 per fiscal year (July 1- June 30) shall be provided for each administrative dean. An association member may "carry over" his/her professional development fund into the next fiscal year, but the amount of "carry over" is limited to the Association member's respective annual benefit of \$2000 for principal/assistant principals and \$1500 for the administrative deans. A principal/assistant principal may accumulate up to a maximum amount of \$4000 (\$2000 carry over and \$2000 for the new agreement year) in his/her individual professional development fund. The administrative deans may accumulate up to a maximum amount of \$3000 (\$1500 carry over and \$1500 for the new Agreement year) in his/her individual professional development fund. Professional development funds may be used for the following items with the approval of the Association member's supervisor:

- a. Conventions, seminars, and workshops related to the Association member's position (federal per diem guidelines shall apply),
- b. Tuition and materials for training or college courses related to the Association member's position and/or advancement, and
- c. Dues for membership in professional organizations related to the Association member's position.

Section 9. Per Diem and Mileage Allowance: The District shall reimburse an Association member for eligible per diem business and mileage expenses incurred as a result of performing job-related responsibilities. Reimbursement shall be consistent with Board policy.

Article XIV Miscellaneous

Section 1. Vehicle Use: Due to possible emergency situations that may arise in a school setting, each principal is required to have a vehicle at school that could be used in such situations.

Section 2. Pay Dates: Pay dates shall be on the fifteen (15^{th}) and the last day of each month.

Section 3. Direct Deposit: All Association members shall be paid through direct deposit.

Section 4. Letters of Agreement: Effective with the ratification of this Agreement, all letters of agreement will be written with the Association as sole and exclusive representative of Association members.

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

For: District 112 Principals' Association

Beth Holm President/Negotiator

Mark Shoquist Vice President/Negotiator For: Independent School District 112

Lisa Anderson Board Chair

Jenny Stone Board Vice Chair/Clerk

Greg Martin Negotiator Lisa Sayles-Adams Superintendent

Chuck Nelson Negotiator Givonna Reed Kone Director of Administrative Services

School Board Action/Date Approved: July 18, 2022

Appendix A Memorandum of Understanding Additional Compensation (Lump Sum Payments)

The District and the Principals' Association agree that one lump sum payment will be paid to employees in the following manner:

When will the lump sum payment be paid?	The lump sum payment will be paid within three pay periods from when the school board approves the contract or after a new employee begins their position.
Who receives the lump sum payment?	Current/Active employees for the July 1 – June 30, 2022-23 contract year, who begin work prior to September 7, 2022 will receive the \$1500.

School Board Action/Date Approved: July 18, 2022

Appendix B Memorandum of Understanding

The District and the Principals' Association agree to:

If there is a Special Session called for the Minnesota State Legislature prior to December 31, 2022; and

Eastern Carver County Schools receives at least \$3 million of new, unrestricted revenue for the general fund in FY 2023 as a result of legislation that is passed during that special session and before the start of the 2023 Minnesota Legislative Session; then

- 1. The District will increase the current 4.55% (MSBA) 2 year total compensation package in the negotiated contract (July 1, 2022 through June 30, 2024) to a 5.00% (MSBA) 2 year total compensation package.
- 2. The increase will added to the second year of the package (FY2024).

School Board Action/Date Approved: July 18, 2022