

**AGREEMENT  
ESTABLISHING THE  
TERMS AND CONDITIONS OF EMPLOYMENT**

**by and between**

***WILLMAR PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 347***

***and***

***WILLMAR PUBLIC SCHOOLS  
ADMINISTRATORS' ASSOCIATION***

July 1, 2017 to June 30, 2020

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## ARTICLE I - PURPOSE

The purpose of this Agreement is to outline the employment policies and practices of Independent School District #347 Administrators, to include all Elementary, and Secondary School Principals, in an effort to provide for the harmonious operation of the educational functions of ISD. #347.

## ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with PELRA, District 347 recognizes the Association as the exclusive representative of district administrators employed by the District, which exclusive representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this Agreement.

## ARTICLE III - SCHOOL DISTRICT 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

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

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management

rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

#### **ARTICLE IV - ADMINISTRATORS RIGHTS**

**Section 1. Rights:** Administrators shall have all rights guaranteed by PELRA and all other applicable statutes.

**Section 2. Use of Facilities:** The Association shall have the right to use School District buildings before and after hours for meetings, scheduling such use with the Superintendent, provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Association in accordance with School District policy.

**Section 3. Association Representatives:** Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to Association business with School District personnel on campus at all reasonable times, at the discretion of the Superintendent, provided that this shall not interfere with or interrupt normal operations.

**Section 4. Association Security:** Administrators may have the right to post notices of Association activities and matters of professional importance to the administrators. Administrators may use the School District mail service for official communications to administrators.

**Section 5. Meet and Confer:** The Association has the right on an annual basis to request two meet and confer meetings with the School Board.

#### **ARTICLE V - CONVENTIONS**

**Section 1.** All members of this unit shall be allowed at School District expense, to attend one National convention every third year of employment and attend State conventions annually.

#### **ARTICLE VI - EARLY RETIREMENT PAY**

**Section 1.** A full-time administrator who has not less than 10 total years of full-time service in the Willmar School District, and who has met the criteria under MN Statute 122A.48, as of August 31, in the school year during which an application of early retirement is made, shall be offered a contract for active service, and shall be entitled to payment of early retirement pay. Such offer when made may be accepted by the administrator by his/her submitting a written resignation to the School District.

Application shall be made by the administrator prior to April 1 of the school year at the end of which the administrator wishes to retire. An eligible administrator, who will be 55 years of age at the end of the school year after which he/she wishes to retire and whom the School District has granted early retirement pay, shall receive early retirement pay pursuant to the provisions of this section as follows:

Subdivision 1: An eligible administrator shall receive early retirement pay in the amount representing 175 days of accumulated sick leave at the daily rate of pay at the time of retirement to be placed into the employee's Special Pay Deferral Plan within 60 days of the retirement date. The employee will not receive any direct payment from the school district for severance pay.

**Section 2. Tax Deferral of Early Retirement Pay.**

Subdivision 1. For all full-time Administrators who are eligible for early retirement 100% of the amount defined in Section 1 will be placed into the administrator's Special Pay Deferral Plan (subject to the applicable IRS limits). Any remaining balance will be placed into the employee's Health Care Savings Plan. The administrator will not receive any direct payment from the school district for early retirement pay.

**Section 3.** Should the administrator die before all or a portion of the early retirement pay has been disbursed, the unpaid balance shall be paid to a named beneficiary, or in the event no beneficiary has been designated, to the estate of the deceased.

**ARTICLE VII - 403B MATCHING CONTRIBUTION PLAN**

**Section 1.** Beginning July 1, 2000, tenured administrators who are regularly employed at least 30 hours per week shall be eligible to participate in a 403(b) Matching Program Contribution Plan pursuant to M.S. 356.24.

**Section 2.** The School District will match eligible annual administrator contributions of \$2,500 a year. The School District shall contribute annually an amount equal to the amount contributed by the administrator. The School District shall make the matching contribution for the year to an annuity company, which the administrator shall elect.

**Section 3.** The eligible administrator must complete a salary reduction authorization agreement before July 1 of each school year for the administrator to implement any changes toward the 403(b) Matching Contributions Plan for the next school year.

**Section 4.** Administrators on unpaid leave may not participate in the matching program while on leave. Those administrators on sabbatical leave retain the option of participation at a pro rata amount for the duration of their leave.

**Section 5.** District 347 administrators hired before July 1, 2000 will continue to be covered under the Early Retirement language of Article XII of this agreement. The School District shall subtract any amount paid to the 403(b) Matching Contribution Plan from early retirement. The balance of the early retirement, if such an amount exists, shall be paid by the School District per Article VI of this agreement.

- **Administrators hired after July 1, 2000 will not be eligible for early retirement as described in Article VI.**

**Section 6.** Management of both the portfolios of individual investments and the School District contributions shall be solely the responsibility of the employee in

whose name the investments have been made. The school district assumes no current or future liability for contributions made to these plans or investment earnings (loses), which may accrue to these portfolios as a result of investment decisions made by the employee.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

**Section 1. Grievance Procedure:** A 'grievance' shall mean an allegation by the employee resulting in a dispute or disagreement between the administrator and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in the Agreement.

**Section 2. Representative:** Any person or agent designated by such administrator may represent the employee, administrator, or School District during any step of the procedure. The administrator will not lose any vacation days that are cancelled because of a strike or work stoppage.

**Section 3. Definitions and Interpretations:**

Subdivision 1: **Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

Subdivision 2: **Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State law.

Subdivision 3: **Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or is a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subdivision 4: **Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the period or if copies are initiated and dated by the administrator and Superintendent upon service.

Subdivision 5: **Waiver of Step.** Provided both parties agree in writing, Level One and/or Two of the grievance procedures may be by-passed and the grievance brought directly to the next level.

**Section 4. Time Limitation and Waiver.** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Superintendent, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought with twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance informally between the administration and the School Board's designee. If an employee feels that he/she has a grievance he/she should first discuss the matter with the Superintendent, who is directly responsible, in an effort to resolve the problem formally.

**Section 5. Adjustment of Grievance:** The School District and the employee shall attempt to adjust all grievances, which may arise during the course of employment to any employee within the School District in the following manner:

**Level I:** If the grievance is not resolved through informal discussions, the Superintendent shall write the aggrieved parties involved and give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School District, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I.

If a grievance is appealed to the School District, the School District shall set a time to hear the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the School District shall issue its decision in writing to the parties involved.

**Section 6. Denial of Grievance:** Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

**Section 7. Rights of Employee to Participate:** No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any member of the administrative unit, or any participant in the grievance procedure by reason of such participation.

**Section 8. Arbitration Procedures.** In the event, the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

**Subdivision 1: Request.** A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party and representative if desired, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision of Level II of the grievance procedure.

**Subdivision 2: Prior Procedure Required:** The arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions, shall consider no grievance.

**Subdivision 3: Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator pursuant to M.S. 179.70, *Subdivision 4*, providing such request is made within fifteen (15) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

**Subdivision 4: Submission of Grievance Information:**

(a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School District, the submission of the grievance, which shall include the following:

1. The issues involved.
2. Statement of the facts.

3. Position of the grievant.

4. The written documents relation to Section 5.

(b) The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subdivision 5: Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person, or persons, as they choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

**Subdivision 6: Decision.** The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, as provided in M.S. 179.70, *Subdivision 5*.

**Subdivision 7: Expenses.** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

**Subdivision 8: Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements relating to the grievance properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operating within the legal limitations surrounding the financing of such operations.

## **ARTICLE IX - GROUP INSURANCES**

### **Section 1.**

**Subdivision 1: Carrier Selection:** The selection of the insurance carrier or carriers to provide the group insurance programs established by this Article shall remain with the School District.

**Subdivision 2: Dental Insurance:** Will be paid in full for all full-time administrators and eligible dependents.

**Subdivision 3: Errors and Omission:** The School District will provide each full-



time administrator with one million dollars of Errors and Omission Insurance.

**Subdivision 4: Income Disability Insurance:** Covers loss of time due to accident or illness will be made available to all administrators. The benefit will be equal to 66 % of the administrator's salary after a qualifying period of 120 calendar days. Compensable loss will be reduced by payments under Workers Compensation, Social Security, or any other disability income plan or retirement program. The administrator pays premium.

**Subdivision 5: Term Life Insurance:** Will be provided to all administrators who are employed on a regular basis for a minimum of 30 hours per week. The District will pay the premium for a \$150,000 policy for each administrator. Individual administrators may purchase additional term insurance to the extent allowed by the insurance carrier.

**Subdivision 6: Retirement:** The School District will contribute the total cost of a single or subscriber plus one. In addition to this the District will contribute to the Administrators VEBA reimbursement account an amount equal to the subscriber plus one. The premium will be paid by the School District through age 64 or upon Medicare eligibility, whichever is later. Administrators may continue group and supplemental coverage for Term Life Insurance at retirement until age 65 at their own expense. Coverage for Dental Insurance will cease upon retirement. Coverage for Income Disability ceases when employee retires or goes on any leave of absence. Should the Administrator opt out of group health coverage at any time upon retirement, family members are no longer eligible to remain on the plan, but would be eligible for COBRA benefits.

## **Section 2: Health Insurance**

**Subdivision 1:** The School District will contribute the total cost of a single, subscriber plus one or family VEBA health insurance. In addition to this the District will contribute to the Administrators VEBA reimbursement account an amount equal to the subscriber plus one or family insurance deductible.

**Subdivision 2:** The District's contribution to any health plan shall not exceed one family premium plus deductible as the District contribution to a plan. This is inclusive of any District contribution available by an Administrator's District employed spouse or dependent.

## **ARTICLE X - INDIVIDUAL CONTRACTS**

Any individual continuing contract thereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent contracts to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling during its duration.

## **ARTICLE XI - LEAVES OF ABSENCE**

### **Section 1. Administrator's Absence Due to Assault:**

An administrator's absence due to injury as a result of assault by a student or non-student while performing school business shall not be charged against the principal's sick leave days.

## **Section 2. Approval and Deduction of Absences:**

Approval for any absence other than personal illness or other emergency leave must be received in advance from the Superintendent of Schools or his/her designee.

## **Section 3. Bereavement Leave:**

A bereavement leave shall be granted to an administrator for a maximum of five (5) days in the event of death, including serious illness resulting in death, in the administrator's immediate family and if there is a spouse, the spouse's immediate family. Immediate family includes spouse, parents, children, brothers, and sisters. Two (2) days of bereavement leave shall be granted upon the death of grandparents, grandchildren, and guardians. However, in the event the administrator is in charge of funeral arrangements, a maximum of five days of leave shall be granted.

## **Section 4. Child Care Leave:**

Subdivision 1: A childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subdivision 2: An administrator making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subdivision 3: If the reason for the childcare leave is occasioned by pregnancy, an administrator may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. However, an administrator shall not be eligible for sick leave during a period of time covered by a childcare leave. A pregnant administrator will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subdivision 4: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of grading period, end of the school year, or the like. The availability of a substitute administrator may also be considered by the School District in the granting of a childcare leave or the duration thereof.

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

1. Grant any leave more than 24 months in duration.
2. Permit the administrator to return to his/her employment prior to the date designated in the request for childcare leave.

Subdivision 6: An administrator returning from childcare leave shall be re-employed in a position, which they are licensed unless previously discharged or placed on unrequested leave.

Subdivision 7: Failure of the administrator to return pursuant to the date determined under this section shall constitute ground for termination unless the School District and the administrator mutually agree to an extension in the leave.

Subdivision 8: An administrator who returns from child care leave within the

provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The administrator shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subdivision 9: An administrator on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the administrator wishes to retain, commencing with the beginning of the child care leave. Administrators on a child care leave of absence for less than a school year and not returning prior to the end of the school year, shall have the option of paying the insurance premiums they wish to retain on a pro-rated basis, applied to summer benefits, using 182 days as the base.

Subdivision 10: Leave under this section shall be without pay or fringe benefits.

### **Section 5. Leave of Absence:**

Subdivision 1: Upon request to the School District, an administrator may be granted a leave of absence for a period not exceeding two (2) entire school years. A leave of absence may be granted for personal prolonged illness beyond accrued sick leave, illness or death in the family, pregnancy, study for an advanced degree, work related to field for vocationally licensed personnel, military service, or travel with a general educational purpose not directly related to the administrator's specific field of study.

The administrator shall notify the Superintendent in writing by March 1st of his/her intention to return to the vacated administrative position in the fall or request a second year of a leave of absence. Failure to notify the Superintendent by March 1<sup>st</sup> will be viewed as an intention to return to the position in the fall.

Subdivision 2: A leave of absence for a mutually agreed upon time may be granted to any administrator upon application for the purpose of campaigning for or serving in a public office.

Subdivision 3: Such leave of absence as stated above in this section shall be without compensation or expense allowance from School District funds. The absentee at his/her own expense shall maintain continuance of group insurance protection plans, if he/she chooses to continue these, and the insurance carrier approves. The administrator shall pay to the School District this assessment according to a schedule mutually agreed upon between the School District and the administrator. Upon resumption of administration duties in the School District, the cost of these benefits shall be resumed by the School District.

Subdivision 4: Military Leave. Shall be granted according to applicable law.

Subdivision 5: Jury Duty. Administrators who serve as jurors shall be compensated by the School District the difference between their daily rate of pay and the amount paid them by the State of Minnesota for each full day of such duty. Such administrator shall be allowed any mileage paid them as a juror by the State, and the School District shall pay the salary of the substitute administrators.

### **Section 6. Personal Leave:**

Subdivision 1: For good and valid reasons, an administrator shall be entitled to personal leave of five (5) days per year. Administrators shall be able to accumulate

any unused personal leave days up to a total of 5 days.

Subdivision 2: Notification of personal leave must be made in writing to the Superintendent of Schools at least five (5) days in advance, except in the event of emergencies.

Subdivision 3: Personal leave shall not be granted for the day preceding or the day following holidays or vacations, for the first and last days of the school year, and for pay or self-employment. Exceptions may be granted for unusual and unavoidable circumstances.

Subdivision 4: The School District agrees to buy back up to five (5) unused Personal Leave days per year at the rate of \$200 per day.

Subdivision 5: Principals attending a Willmar Public School extra-curricular event with permission from the Superintendent shall not be required to use PL. Principals attending a Willmar Public School extra-curricular event for personal reasons will be required to use Personal Leave if that event takes them away from school prior to 12:00 p.m. on a student day.

**Section 7. Sabbatical Leave.** A sabbatical leave of one year or part of a year may be granted to members of the Willmar Public School licensed staff for the purpose of professional advancement, subject to the conditions established by the School District.

### SABBATICAL LEAVE REGULATIONS

- A. Administrators must have worked for five years in the Willmar School District before being eligible for a sabbatical leave.
- B. Administrators must apply for sabbatical leave prior to reaching the age of 57.
- C. The maximum number authorized in any one year will be one (1) elementary and one (1) secondary administrator. In the event an elementary administrator does not apply, two (2) secondary administrators may be authorized, and vice versa.
- D. Application must be submitted to the Superintendent by March 1st.
- E. The allowance granted to an administrator on sabbatical leave should be one-half of  
the contract salary for the school term during which the leave takes place.  
For periods less than one year, allowance shall be pro-rated.
- F. An administrator who is granted a sabbatical leave is required to work in Independent School District No. 347 for one full year following the termination of the leave. If the administrators' service is discontinued for any reason other than the individual's incapacity to work before the expiration of the one year period, the administrator shall pay back to the School District a pro-rata part of the sabbatical allowance.
- G. The sabbatical leave shall be for accredited advance study in their area of major  
concentration and should not be used for re-training in a new area unless at the request of the administration.
- H. A person on sabbatical leave progresses on the salary schedule.

- I. Certified personnel on sabbatical leave shall accumulate sick leave days on a pro-rata basis and may maintain group insurance protection at their own expense, and the insurance carrier approves.

### **Section 8. Sick Leave**

Subdivision 1: A full-time administrator shall earn sick leave at a rate of 15 days for each year of service in the employment of the School District. Administrators shall earn sick leave at the rate of 1.25 days per month.

Subdivision 2: Unused sick leave may accumulate to a maximum of 200 days per administrator. However, sick leave benefits shall cease when the income disability plan becomes operative.

Subdivision 3: Sick leave allowed should be deducted from the accrued sick leave days earned by the administrator.

Subdivision 4: Sick leave with pay shall be allowed in the following circumstances:

- A. Whenever an administrator's absence is due to his or her own illness, which prevents attendance at school and performance of duties on that day or days.
- B. Up to six days per school year, non-accumulative, may be used when an administrator's absence is due to serious illness or injury in the immediate family (spouse, children, parent), which requires hospitalization or emergency room care. This provision is not intended to be applied toward routine health care that could be provided in a doctor's office or clinic. At the Superintendent's sole discretion, an administrator may be granted additional leave days under this provision at the request of a physician. The Superintendent's decision whether to grant more than three days a school year shall not be subject to the grievance procedure.
- C. Sick leave provisions in this contract regarding childcare leave are subject to State law.

Subdivision 5: The School District may require an administrator to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a sick leave is reserved to the School District. The School District reserves the right to require an additional examination by a qualified physician selected by the administrator from a list of three physicians provided by and paid for by the School District to determine the existence and extent of any disability as a condition for payment of sick leave.

Subdivision 6: In the event that a medical certificate will be required, the administrator will be so advised within a reasonable time.

Subdivision 7: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subdivision 8: Inability of an employee to work, due to illness or injury, shall not result in loss of status when he/she has recovered sufficiently to perform his/her usual and ordinary duties. The sick leave and leave of absence provisions of this contract shall limit this subdivision.

Subdivision 9: If an administrator's absence is due to injury or illness incurred in the course and scope of the administrator's employment and for which the administrator is entitled to a workmen's compensation benefit, the administrator

may request that accrued sick leave benefits also shall be paid, provided however, that the total of the workmen's compensation and sick leave benefits shall not exceed the administrator's regular daily rate of pay. Only the proportionate daily amount of sick leave benefits actually paid to an administrator shall be charged to the administrator's accrued sick leave.

### **Section 9. Work Stoppage.**

Administrators, in the event of a strike or work stoppage by other district employees, shall report for duty to carry out School District policies and directives. An administrator shall be compensated during a strike or work stoppage by other School District employees, provided, the administrator reports for duty and performs assigned duties and responsibilities.

## **ARTICLE XII - PROFESSIONAL DUES**

**Section 1.** State, National and Regional dues will be paid in full by School District for all members of this unit.

## **ARTICLE XIII – SENIORITY**

Seniority for the Administrators covered by this Agreement shall be in compliance with MN Statute 122A.40.

## **ARTICLE XIII - UNREQUESTED LEAVE OF ABSENCE**

In the event it is necessary for the School District to reduce the number of Administrators covered by this Agreement, the work force shall be reduced in accordance with Minnesota Statute Sec. 122A.40, except as modified in this Section.

### **Section 1. Classifications.**

**Order:** A principal may only bump the least senior principal, as outlined in the following table. In no case will a principal bump a more senior principal.

<b>Classification</b>	<b>In this order, <b>MAY</b> bump the least senior</b>	<b>MAY <b>NOT</b> bump into these classifications</b>
Secondary Principal	<ol style="list-style-type: none"> <li>1. Secondary Principal</li> <li>2. Secondary Assistant Principal</li> <li>3. Alternative Administrator</li> </ol>	<ol style="list-style-type: none"> <li>1. Elementary Principal</li> <li>2. Elementary Assistant Principal</li> </ol>
Secondary Assistant Principal	<ol style="list-style-type: none"> <li>1. Secondary Assistant Principal</li> <li>2. Alternative Administrator</li> </ol>	Secondary Principal Elementary Principal Elementary Assistant Principal
Elementary Principal	<ol style="list-style-type: none"> <li>1. Elementary Principal</li> <li>2. Elementary Assistant Principal</li> </ol>	Secondary Principal Secondary Assistant Principal
Elementary Assistant Principal	<ol style="list-style-type: none"> <li>1. Elementary Assistant</li> </ol>	Elementary Principal

	Principal 2. Dean of Students	Secondary Principal Secondary Assistant Principal Alternative Administrator
Dean of Students	Dean of Students	Elementary Principal Secondary Principal Elementary Assistant Principal Secondary Assistant Principal Alternative Administrator
Alternative Administrator	Dean of Students	All other groups

**Exception:** If a principal has worked within the previous five (5) years in an assignment in a classification different than the administrator's current assignment, the principal may bump the least senior administrator in that classification. For purposes of transitioning, the current Alternative Administrator, Linda Bahe, will be allowed 10 years of bumping rights back into her previous role of Elementary Assistant Principal. This will be effective the 2017-2018 school year.

#### Section 2.

**Seniority Date** in this Section is defined as the first paid day of work in a position in the Administrator's bargaining unit covered by this Master Agreement without a break in service, excluding temporary or substitute employment. Seniority Date may differ from hire Date. Ties in seniority will be broken in the following order:

1. **Seniority Date:** The administrator with the lower Seniority Date will be deemed most senior.
2. **Service in Minnesota Public Schools:** The principal with the most years of services as a full-time principal in Minnesota public schools will be deemed most senior.
3. **District Employee Number:** The principal with the lower District employee number will be deemed most senior.

### ARTICLE XIV - WORK YEAR

**Section 1. Work Year:** The work year will start on July 1 and end on June 30.

**Section 2. Length of Contract by Positions:**

Position	Contract Days
Principal	235 Days
Assistant Principal	215 Days

#### Section 3: Holidays

- The following shall be recognized and observed as paid holidays: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Day, President's Day (if school is not in session), Good Friday, Memorial Day, Independence Day.
- Assistant Principals will receive 9 paid holidays and Elementary and Secondary Principals will receive 10 paid holidays. Deans of Students do not receive paid holidays.

- If any of these holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of these holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If an observed holiday above falls on a scheduled student day, the District shall recognize the next non-student school day as the observed holiday.
- If a paid holiday falls during an employee's vacation, an additional day of vacation will be granted.

**Section 4. Non-Work Days:** Shall be mutually agreeable to the administrators and the Superintendent.

## ARTICLE XV - DURATION

**Section 1. Term and Re-Opening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2020, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent no later than May 1, 2020. Unless otherwise mutually agreed, the parties shall commence negotiations the first week of April.

**Section 2. Effort:** This Agreement constitutes the full and complete Agreement between the School District and the Association representing the administrators in the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules and regulations concerning terms and conditions of the employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall be open for amendment during the term of this Agreement only through mutual consent of both the School Board and the Association. Such openings for amendment shall be only for those articles mutually agreed upon.

**Section 4. Severability:** The provisions of this Agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

## **ADMINISTRATOR SALARY SCHEDULE**

### **Assistant Principal Pay Bands**

#### Elementary Assistant Principal Pay Band:

- Contract 215 Days - \$76,000 to \$83,000



Middle School Assistant Principal Pay Band:

- Contract 215 Days - \$81,000 to \$88,000

Senior High Assistant Principal Pay Band:

- Contract 215 Days - \$86,000 to \$93,000

**Principal Pay Bands**

K-5 Elementary Principal Pay Band:

- Contract 235 Days - \$98,000 to \$108,000

Secondary Principal Pay Band:

- Contract 235 Days - \$104,000 to \$115,000

**Alternative Administrator Pay Band:**

- Contract 225 Days - \$86,000 to \$93,000

**Dean of Students Pay Band:**

- Contract 192 Days - \$66,000 to \$78,000
- Benefits Package follows language in this agreement but will be based upon these amounts: \$14,000 toward health insurance premiums; up to a full family deductible VEBA/H.S.A. contribution; 403b Match of \$2,000;

The initial placement of an employee on the Pay Band will be at the discretion of the School District based on the experience, qualifications and skills of the new administrator. All salary increases will be determined during contract negotiations.

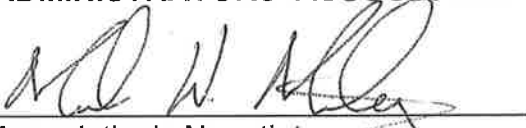
**LONGEVITY SCHEDULE** To reward the career service employees of the School District within the Administrative group, a Longevity Benefit plan is initiated as follows:

Beginning with:	Amount
Year 5	\$2,000
Year 10	\$2,500
Year 15	\$3,000
Year 20	\$3,500
Year 25	\$4,000

To be eligible for this benefit, an employee must have served continuously within the Administrative bargaining group based on the last date of hire. Years of service shall be years of service in the Administrative group and longevity changes will happen on July 1 in the school year the employee becomes eligible.

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


**WILLMAR PUBLIC SCHOOL  
ADMINISTRATORS' ASSOCIATION**

  
\_\_\_\_\_  
Association's Negotiator

**SCHOOL BOARD  
Independent School District 347**

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

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

  
\_\_\_\_\_  
Chair of School Board  
Negotiating Committee

Date: \_\_\_\_\_

Date: 6/25/2018