

**Faribault Public Schools**

**Principals Association**

**Agreement**

**2023-25**

**Approved: November 20, 2023**

**Principals Association Agreement  
2023-2025  
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## ARTICLE I PURPOSE

**Section 1. Parties:** This agreement is entered into between Independent School District No. 656, Faribault, Minnesota, hereinafter referred to as "the School District," and the Faribault Principals Association, hereinafter referred to as "the Exclusive Representative" pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as "PELRA," to provide the terms and conditions of employment of principals during the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATION

**Section 1. Recognition:** In accordance with PELRA the School District recognizes the Faribault Principals Association as the Exclusive Representative of principals employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all the principals of the School District as defined in this Agreement and in said Act.

## ARTICLE III DEFINITIONS

**Section 1. Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

**Section 2. Principal:** The term "principal" shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the State of Minnesota as a principal or assistant principal and who devote more than fifty percent (50%) of their time to such administrative and supervisory duties, excluding the following: superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, emergency employees, and all other employees.

**Section 3. School District:** For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

**Section 4. Principal or Employee:** Reference to "principal" in this Agreement shall mean principals and assistant principals, except in those cases where there is a clear distinction between the two positions. Reference to "employee" in this Agreement shall mean a member of the appropriate unit.

**Section 5. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by PELRA.

## ARTICLE IV SCHOOL DISTRICT RIGHTS

**Section 1. Inherent Managerial Policy:** 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 Board 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 principals covered by this Agreement shall perform the administrative, teaching and other services prescribed by the School Board. 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. Any

provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void 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 V PRINCIPAL RIGHTS**

**Section 1. Right to Views:** Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

**Section 2. Right to Join:** Pursuant to PELRA, any employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

**Section 3. Fair Share Fee:** In accordance with PELRA, any employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed through the dues and available only to members of the Exclusive Representative, but in no event shall the fee exceed eighty-five-percent (85%) of the regular membership dues. The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment to the Director, the School District and to each employee to be assessed the fair share fee. A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the School District, and the Exclusive Representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Director, PERB or Court. Any fair share challenge shall not be subject to the grievance procedure. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgment's, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

**Section 4. Personnel Files:** Pursuant to Minn. Stat. 122A.40, Subd. 19, as amended, all evaluations and files generated relating to each principal shall be available during regular business hours to each individual employee upon written request. The principal shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained herein. However, the School District may destroy such files as provided by law.

## **ARTICLE VI COMPENSATION**

**Section 1. Pay Deductions:** Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence.

**Section 2. Salary and Benefit Increase:** Payment of the salary and benefit increase is contingent upon receiving a satisfactory evaluation and action of the School Board.

**Section 3. Salaries:** Salaries are listed in Appendix A and B. Principals employed by the School District after the ratification of this Agreement will have their salary established by the School Board at the time of their employment. The School District reserves the right to hire new or additional principals at the entry, intermediate or career level. Advancement from one level to another will occur after completion of each successful year based upon conditions stated in Section 2.

**Section 4. Doctoral Degree:** Those Principals that have received advance educational degrees in the form of a Ph.D. or Ed.D. will receive an additional \$5,000 in compensation each year that they are employed by the School District.

**Section 5. Superintendent License:** Those Principals that hold a current MN Superintendent License will receive an additional \$1,500 in compensation each year that they are employed by the School District.

**Section 6. Days Contracted:** Principals and Assistant Principals will be assigned to the duty days as shown:

High School Principal	240 Days
Middle School Principal	235 Days
Elementary School Principal	230 Days
Assistant HS Principal	230 Days
Assistant MS Principal	225 Days
Assistant ES Principal	220 Days

**Section 7. Extended Contract:** In the event the Principal views duty days assigned in Section 5 as not sufficient to complete the duties as directed by the School District, a formal request may be submitted in writing to the Superintendent and School Board that states the reasons for an extended contract. The salary will be based upon the principal's daily rate of pay as determined by the contract. The School Board or its designee may approve, modify or deny the request. The decision rendered will be given to the principal in writing within 45 days. Requests may be made by the Principal at any time during the duration of this agreement as stated in Article XV.

**Section 8. Longevity:** Those principals that have accrued experience as a principal in the Faribault Public Schools will receive additional compensation each year as shown. The compensation will be paid beginning in the year listed:

<u>Years of Service</u>	<u>Compensation</u>
5 <sup>th</sup> year	\$1,000.00
10 <sup>th</sup> year	\$2,000.00
15 <sup>th</sup> year	\$3,000.00
20 <sup>th</sup> year	\$4,000.00
25 <sup>th</sup> year	\$5,000.00
30 <sup>th</sup> year	\$6,000.00

## ARTICLE VII GROUP INSURANCE

**Section 1. Selection:** The selection of the insurance carrier and policy shall be made by the School District as provided by law.

**Section 2. Health and Hospitalization Insurance:** For the 2023-25 years the School District will contribute towards employees insurance premiums as described in Subd. 1-3 for each month, or major portion thereof, employed, toward the purchase of dependent or single coverage or the actual cost, whichever is less, for the group Hospitalization and Medical-Surgical Insurance selected by the School District. The balance of the cost will be deducted monthly from salary payments.

**Subd 1. Consumer Directed Health Plan and Voluntary Employee Beneficiary Association (VEBA):** The District shall offer Consumer Directed Health Plan coupled with a VEBA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District contribution for premiums and a contribution into a Health Deductible/VEBA Plan offered by the District as follows:

- a. **Single Coverage with a VEBA:** The School District shall make available the group health plan described as CDHP 1200 with a VEBA. For the 2023-24 contract years the School District will pay up to \$18,484 per year at the rate of \$1,540 per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute \$1,500 towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.  
  
For the 2024-25 contract years the School District will pay up to \$19,408 per year at the rate of \$1,617 per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute \$1,500 towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.
- b. **Family Coverage with a VEBA:** For the 2023-25 years the School District shall make available the group health plan described as a Family High Deductible VEBA plan. The School District will pay up to \$17,846 per year at the rate of \$1,487 per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan. The District will also contribute \$3,000 towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

- c. If a qualified bargaining unit member enters the VEBA plan as a participant on a date after the first day of the VEBA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total days of a full time employee (260 days).
- d. All contributions on behalf of the VEBA plan participant shall cease on the date the participant is no longer covered under the High Deductible Health Care Plan or employed by Faribault Public Schools.

**Subd 2. Consumer Directed Health Plan (CHDP) and Health Savings Account (HSA):** The District shall offer Consumer Directed Health Plan coupled with an HSA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District Contribution for premiums and a contribution in to an HSA offered by the District as follows:

- a. **Single Coverage with an HSA:** The School District shall make available the group health plan described as CDHP with HSA. For the 2023-24 contract years the School District will pay up to \$16,502 per year at the rate of \$1,375 per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute \$3,500 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.  
  
For the 2024-25 contract years the School District will pay up to \$17,327 per year at the rate of \$1,444 per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute \$3,500 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.
- b. **Single Coverage without an HSA:** The School District shall make available the group health plan described as CDHP without an HSA. For the 2023-24 contract years the School District will pay up to \$19,720 per year at the rate of \$1,643 per month for each month, or major portion thereof employed, toward the premium.  
  
For the 2024-25 contract years the School District will pay up to \$20,103 per year at the rate of \$1,675 per month for each month, or major portion thereof employed, toward the premium. No contribution will be made toward the deductible or into an HSA account.
- c. **Family Coverage with an HSA:** The School District shall make available the group health plan described as CDHP with HSA. For the 2023-25 contract years the School District will pay up to \$16,502 per year at the rate of \$1,375 per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan. The District will also contribute \$3,500 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.
- d. **Family Coverage without an HSA:** The School District shall make available the group health plan described as CDHP without an HSA. For the 2023-25 contract years the School District will pay up to \$19,720 per year at the rate of \$1,643 per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into an HSA account.
- e. The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.
- f. If an employee enters the HSA plan as a participant on a date after the first day of the HSA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total employed days of a full time employee (260).
- g. All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the CDHP or employed by Faribault Public Schools.

**Subd. 3:** Where the School District has available other group health plans, with respect to employees:

- I. the School District shall contribute an annual amount not to exceed \$19,720 for the 23-24 year and \$20,706 for the 24-25 year towards the premium for single or family group health coverage  
and
- II. the employees shall not be entitled to participate in the HSA or VEBA for active employees. Thus, they will not become members of the voluntary employees beneficiary association and they will not receive contributions to individual accounts in the HSA/VEBA Plans.

**Section 3. Part-Time Principals:** For principals who are employed less than 30 hours per week, but 10 or more hours per week, the School District will pay a prorated amount of the School District contribution for payment toward the costs of health and hospitalization insurance, as specified above, and according to the schedule below:

Hours Employed	Percent
26 to 30	83%
21 to 25	67%
16 to 20	53%
10 to 15	40%

**Section 4. Disability Insurance:** The School District shall provide the principal disability insurance in the amount equal to ¾ of their monthly salary which shall also include a minimum payment of One Hundred Dollars (\$100) per month. Supervisors and coordinators shall be provided a long-term disability insurance plan with a total cost being paid by the School District.

**Section 5. Dental Insurance:** The school district will provide dental insurance at a monthly contribution amount of \$43.33 per month towards single or family dental insurance.

**Section 6. Errors-and-Omissions Insurance:** The School District shall provide an errors-and-omissions liability insurance policy covering the principals in the amount of the present policy.

**Section 7. Life Insurance:** The School District shall provide the principals with term life insurance in an amount equal to 2-1/2 times their annual salary. Administrators covered by this agreement can, at their own expense, purchase up to an additional \$250,000 of life insurance in increments of \$50,000.

**Section 8. Duration Against the School District:** It is understood that the School District's only obligation is to purchase an insurance policy and pay such amount as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 9. Duration of Insurance Contributions:** A principal is eligible for School District contribution as provided in this Article as long as the principal is employed by the School District. Upon termination of employment, all School District contributions shall cease.

#### **Section 10. Insurance Contribution for Retiring Principals:**

**Subd. 1:** A full-time principal who retires from the School District may maintain participation in the School District's health and hospitalization insurance program. The School District will make the same contribution toward the cost of single coverage for such a retired full-time principal as is provided under the Agreement for an active full-time principal. Such contributions shall continue until the retired full-time principal dies or until the end of the month in which he/she qualifies for Medicare, whichever first occurs.

**Subd. 2: Continuing Rights:** The rights and benefits outlined in this Section are deemed to fully vest in the principal on the first day of retirement. The school district acknowledges and recognizes that the principal is reasonably relying on receiving all of the benefits set forth in this Section. The School District further acknowledges and recognizes that nothing in this Agreement nor in the bargaining history will be interpreted to adversely affect the principal's right to receive the full and total benefit outlined in this Section.

### **ARTICLE VIII PAID LEAVES OF ABSENCE**

**Section 1. Sick leave:** Pursuant to M.S. 181.9413, Earned Sick and Safe Time Law will define sick leave.

**Subd. 1.** A principal shall earn sick leave as follows:

<u>Contract Days</u>	<u>Monthly Accrual</u>	<u>Total Days (Hours) per Year</u>
220	7.34 hours	11.00 days (88)
225	7.50 hours	11.25 days (90)
230	7.67 hours	11.50 days (92)
235	7.84 hours	11.75 days (94)
240	8.00 hours	12.00 days (96)

**Subd. 2.** Unused sick leave days may accumulate to a maximum of the number of days specified on the individual principal's regular contract (excluding any extra days listed in a letter of assignment).

**Subd. 3.** Principal's employed less than full-time shall earn sick leave on a pro-rated basis.

**Subd. 4.** Sick leave with pay shall be allowed whenever a principal's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performances of duties on that day or days. Pursuant to Minn. Stat. 181.9413, effective August 1, 1990, an employee who performs services for at least twelve (12) consecutive months preceding the request, and for an average of twenty (20) or more hours per week during these twelve (12) months, may use sick leave for absences due to an illness of the

employee's actual or adoptive child for such reasonable periods as the principal's attendance may be necessary or the same terms the principal is able to use sick leave benefits for the principal's own absence.

**Subd. 5.** The School District may require a principal 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 principal for sick leave is reserved to the School District. In the event that a medical certificate will be required, the principal will be so advised.

**Subd. 6.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

**Subd. 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.

**Subd. 8.** Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the School District with a physician's statement certifying the dates of disability. An unpaid leave for childcare purposes may be granted at the discretion of the School District.

**Section 2. Worker's Compensation:** Pursuant to Minn. Stat., Chapter 176, a principal injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Section 3. Bereavement:** Up to five (5) days leave shall be allowed for death in the full-time principal's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances. "Immediate family" is defined as the principal's spouse, child, parent, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, daughter-in-law, son-in-law, former legal guardian of the principal, or other relative living in the same household as the principal.

**Section 4. Personal Leave:** The School District will grant 5 days per year of time off. Under the following regulation, there will be no loss of pay or deduction from accumulated sick leave. Personal Leave is not cumulative.

**Section 5. Civil Leave:** The School District may grant short-term leave to the principal without loss of pay or benefits for civil activities, professional service, education workshops, or other activities as approved by the School District. Such leave shall require prior approval of the Superintendent or Superintendent designee.

**Section 6 Jury Service:** A principal serving on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury service shall be remitted to the School District.

**Section 7. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 8. Sabbatical Leave:**

**Subd. 1.** Sabbatical leave may be granted to not more than one of the principals at one time. To be eligible, the principal must have been employed in the School District for seven years. The School Board reserves the right to decline any request for sabbatical leave for financial or any other reason.

**Subd. 2.** The principal must make application and submit a tentative plan of study, which must be presented to the Superintendent before April 1 for a one-year sabbatical leave, and at least six weeks before the start of a proposed shorter leave. Principals who are granted sabbatical leave must pursue a graduate school level program, and must earn a minimum of thirty-six quarter credits (or the equivalent on research projects) during the year, and a minimum of eighteen quarter credit or twelve semester credits during a semester leave. Certain undergraduate courses may be approved in specific cases. Study must be limited to an individual's area of assignment and shall not be used for retraining in a new area unless at the request of the administration.

**Subd. 3.** The salary of the principal while on sabbatical leave will be one-half (1/2) of the basic salary for the length of time the principal will be absent from the School District, but not to exceed one (1) year (52 weeks).

**Subd. 4.** The principal will be required to return to the school system for a minimum of two years. If they fail to do so for reasons other than incapacity to work, they will be required to repay the financial grant in full. The principal will be returned to their former position, or one comparable to it, unless mutually agreed upon by the principal and the Superintendent.

**Subd. 5.** Principals on sabbatical leave may accept scholarships or fellowships provided that the scholarship or fellowship contributes to the purpose intended to be served by the sabbatical leave. The acceptance of a scholarship or fellowship shall be approved by the Superintendent or the School Board.



- Subd. 6.** The maximum length of sabbatical leave shall be one year, and credits earned shall be in accordance with the length of the leave. A sabbatical leave of less than one year may also be granted.
- Subd. 7.** During the sabbatical leave, other fringe benefits such as hospital and long-term disability insurance shall be kept in force as if the principal were at work in the School District.

## **ARTICLE IX UNPAID LEAVES OF ABSENCE**

### **Section 1. General Leave:**

- Subd. 1.** Principals with a minimum of three years of experience as an administrator in the School 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.
- Subd. 2.** Such leave may be granted for overseas teaching, Peace Corps, Vista, National Teacher Corps, civic activities, education, public office, or other reasons deemed appropriate by the School District.

**Section 2. Family Leave:** Leave to permit a principal to care for a preschool child shall be granted for a period not to exceed twelve months.

**Section 3. Medical Leave:** A principal who is unable to work due to personal illness or disability, and who has exhausted all paid sick leave, shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one year upon furnishing a medical certificate. The provisions of this leave do not prevent the School District from placing a principal on medical leave pursuant to the provisions of Minn. Stat. 122A.40 Subd. 12.

**Section 4. Insurance Applications:** A principal on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

**Section 5. Credit:** A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave commenced. No credit shall accrue for the period of time that a principal was on unpaid leave.

## **ARTICLE X DUTY YEAR, DUTY DAYS, HOLIDAYS**

### **Section 1. Duty Year:**

- Subd. 1.** The principal's duty year shall be for the number of days stipulated in the individual contract, and the principal shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The principal shall be on duty during any emergency, natural or unnatural, unless they are otherwise excused in accordance with School Board policy.

### **Section 2. Duty Day:**

- Subd. 1.** The principal shall be on duty, at the school site, while the regular school program is in session and during the period when programs for which the principal is responsible, are in operation unless specifically authorized to be absent by the principal's supervisor. A minimum duty day is eight hours.
- Subd. 2.** The School District reserves the right to designate specific calendar days during the period July 1 through June 30 as mandatory duty days. Such a calendar shall be established for each principal prior to the beginning of the duty year and shall be approved by the principal's supervisor. The duty calendar may be modified during the duty year upon written approval of the supervisor.
- Subd. 3.** In computing the value of a duty day, for purposes of this document, the total annual salary shall be divided by the total number of duty days, plus paid holidays.

### **Section 3. Holidays:**

- Subd. 1.** The principal shall be entitled to ten paid holidays if working a 240-day contract or nine paid holidays if working less than that. These holidays are:
- Independence Day (240 day contracts)
  - Labor Day
  - Thanksgiving Day
  - Friday after Thanksgiving
  - Christmas Eve Day
  - Christmas Day
  - New Year's Eve Day

New Year's Day  
Memorial Day  
Juneteenth

**Section 4. School Closing:** In the event a duty day is lost for any reason, the principal shall perform duties on such other day in lieu thereof as the School Board its designated representative shall determine.

#### ARTICLE XI SEVERANCE PAY

**Section 1. Severance Plan:** Principals shall be eligible for Severance under the following provisions:

- a. **Severance:** Severance shall be at a rate of \$130 per day of unused sick leave, up to a maximum of \$20,000. The amount paid shall be based on the number of unused sick leave days the principal has accumulated during their service to the District.

AND

- b. **Deferred Compensation:** Eligible Faribault Principal Association members shall be entitled to a matching contribution under Minn. Stat. 356.24 of up to \$5,100 beginning with the 2023/24 year and up to \$5,600 beginning with the 24/25 year.

**Section 4. Tax Deferral of Severance Pay:** The District will contribute an amount equal to the value of the principal's severance pay directly into an IRS approved plan.

**Section 5. Health Care Savings Account:** The District will contribute, on behalf of the principal, an amount equal to 1.00% of his/her gross salary to a health care savings account administered by the State of Minnesota Retirement System.

#### ARTICLE XII UNREQUESTED LEAVE OF ABSENCE

**Section 1. Seniority:** Seniority as a member of this bargaining unit shall be based on continuous service (including authorized leaves) as a member of the bargaining unit. Nothing in this agreement shall be interpreted as a waiver by an individual principal of any claim at a position in the teacher bargaining unit for which the principal has the requisite seniority and license if such principal is proposed for unrequested leave.

**Section 2. Reassignment to an Administrative Position:** Determination of seniority for purposes of reassignment to any administrative position covered by this Agreement shall be based solely upon seniority as defined in Article XII, Section 1, within the classification Elementary Principal, Secondary Principal, Elementary Assistant Principal or Secondary Assistant Principal.

**Section 3. Probationary Period:** A principal selected from the School District's teachers bargaining unit shall serve a full school year's probationary period. During this probationary period, or by the June 1<sup>st</sup> nearest the completion of a full year's service, a probationary principal may be terminated in the manner prescribed by Minn. Stat. 122A.40 for probationary teachers. A principal terminated pursuant to this paragraph shall be returned to a teaching position for which the principal possesses the requisite license and total seniority as a licensed School District employee. A member of the School District's teacher bargaining unit who wishes to accept the School District's offer of a principalship shall apply for and be granted a long-term leave from their teaching position covering the probationary period described herein.

**Section 4. Effect:** In the event a principal must be reassigned or placed on unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts, the provisions of Minnesota Statutes Section 122A.40. Subd. 11 (as amended) shall apply.

#### ARTICLE XIII GRIEVANCE PROCEDURE

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

**Section 2. Representative:** The principal, administrator or School Board may be represented during any step of the procedure by any person or agent designated by such part to act in the party's behalf.

**Section 3. Definitions and Interpretations:**

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

**Subd. 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.

**Subd. 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 completed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first 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. An effort shall first be made to adjust an alleged grievance informally between the principal and the School District's designee.

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

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the superintendent or designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of its intentions to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the principal may appeal it to the next level.

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

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level II of the grievance procedure.

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provision.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 PELRA providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the 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.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The procedure before the arbitrator shall be a hearing de novo.

- Subd. 5. Decisions:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly submitted before the arbitrator shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
- Subd. 6. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. 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 either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.
- Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances 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 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 obligation of the public School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 9. Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

#### **ARTICLE XIV MISCELLANEOUS PROVISIONS**

**Section 1. Travel:** Travel and expense reimbursement shall be governed by the provisions of School District policy.

**Section 2. In-District Auto Allowance:** Each principal will be responsible for submitting a mileage form to the central office if he/she desires to be reimbursed for in-district travel expenses. In-district travel allowances will be paid at the mileage rate set by School District Policy.

**Section 3. Professional Dues:**

**Subd. 1.** Principals shall have dues to approved professional organizations paid on their behalf provided that such dues are within the maximum dollar amount established within each building budget.

**Subd. 2.** Dues in excess of the maximum established by School Board action shall be the responsibility of the principal. A personal check for the amount in excess of the allowance shall accompany the principal's application form.

**Section 4. Annuities:**

**Subd. 1.** It shall be the policy of the Board of Education that premiums for payment of annuities may be deducted from the salaries of the principal that written application for such deductions shall be on file with the Director of Business Affairs.

**Subd. 2.** Companies writing annuities must have a resident agent in Faribault and they must have no less than a total of five policies for school employees before they are accepted.

**Subd. 3.** Under no circumstances shall a company or any of its agents solicit School District employees on District-owned property or during the employees' work day.

**Section 5. Professional Growth Plans:** Each principal may allocate funds within their building budget to be used in relation to professional growth opportunities. This professional growth funds may be used for tuition, conference

expenses, subscriptions to professional organizations or publications, and equipment purchases. Expenditures must support a professional growth plan that is developed with the Superintendent or his designee.

## **ARTICLE XV DURATION**

**Section 1. Terms and Reopening Negotiations:** This agreement shall remain in full force and effect from July 1, 2023 through June 30, 2025, and thereafter pursuant to PELRA. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the principals of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rule or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

**Section 3. Finality:** Any matters relating to the current contract term, whatever or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

**Appendix A  
Faribault Principal Association  
Salary Schedule**

**2023-24**

<u>Position</u>	<u>Days</u>	<u>Entry Level Daily Rate</u>	<u>Intermediate Level Daily Rate</u>	<u>Career Level Daily Rate</u>
HS Principal	240	\$ 624.57	\$ 631.05	\$ 636.72
MS Principal	235	\$ 605.15	\$ 611.51	\$ 617.84
Elem Principal	230	\$ 584.82	\$ 590.75	\$ 596.93
HS Asst Principal	230	\$ 567.25	\$ 573.50	\$ 579.78
MS Asst Principal	225	\$ 554.21	\$ 560.39	\$ 566.57
Elem Asst Principal	220	\$ 548.32	\$ 554.50	\$ 560.67

**2024-25**

<u>Position</u>	<u>Days</u>	<u>Entry Level Daily Rate</u>	<u>Intermediate Level Daily Rate</u>	<u>Career Level Daily Rate</u>
HS Principal	240	\$ 650.39	\$ 656.87	\$ 662.54
MS Principal	235	\$ 630.97	\$ 637.33	\$ 643.66
Elem Principal	230	\$ 610.64	\$ 616.57	\$ 622.75
HS Asst Principal	230	\$ 593.07	\$ 599.32	\$ 605.60
MS Asst Principal	225	\$ 580.03	\$ 586.21	\$ 592.39
Elem Asst Principal	220	\$ 574.14	\$ 580.32	\$ 586.49

**Appendix B  
Faribault Principal Association  
Seniority List**

ELEMENTARY PRINCIPAL

<u>NAME</u>	<u>POSITION</u>	<u>DATE OF EMPLOYMENT</u>
Yesica Louis	Elementary Principal	7/1/2017
Nick Jurrens	Elementary Principal	7/1/2022
Ashley Benhart	Elementary Principal	7/1/2023

ELEMENTARY ASSISTANT PRINCIPAL

<u>NAME</u>	<u>POSITION</u>	<u>DATE OF EMPLOYMENT</u>
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SECONDARY PRINCIPAL

<u>NAME</u>	<u>POSITION</u>	<u>DATE OF EMPLOYMENT</u>
Stacy Fox	Middle School Principal	7/1/2022
Joel Olson	High School Principal	7/1/2022

SECONDARY ASSISTANT PRINCIPAL

<u>NAME</u>	<u>POSITION</u>	<u>DATE OF EMPLOYMENT</u>
Stacy Fox	Middle School Principal	7/1/2021
Ryan Wynn	Asst. High School Principal	7/1/2021
Amy Bouma	Asst. High School Principal	8/8/2022
Jesse Armbruster	Asst. Middle School Principal	7/1/2023

DOCUMENT AUTHORIZATION  
TO MASTER CONTRACT 2023-25

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

FOR  
FARIBAULT PRINCIPAL  
ASSOCIATION

Nick Jurrens, FPA President/Negotiator

Ryan Wynn, FPA Negotiator

11/20/2023  
Date

FOR  
INDEPENDENT SCHOOL DISTRICT  
NO. 656

School Board Chair

School Board Clerk

District Chief Negotiator

11/20/2023  
Date