

COLLECTIVE BARGAINING AGREEMENT
between
INDEPENDENT SCHOOL DISTRICT NO. 879
and
DELANO PUBLIC SCHOOLS PRINCIPALS’
ASSOCIATION

Effective dates: July 1, 2010 through June 30, 2012

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ARTICLE I

Purpose

Section 1. Parties: This agreement is entered into between Independent School District No. 879, Delano, Minnesota, hereinafter referred to as the School District and the Delano Public Schools Principals' Association, hereinafter referred to as the Exclusive Representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals during the duration of this agreement.

Section 2. Recognition: In accordance with the PELRA, the School District recognizes Delano Public Schools Principals' Association as the Exclusive Representative of Principals, Assistant Principals, and Activities Director, employed by the School District, which Exclusive Representative, shall have the rights and duties as prescribed by the PELRA and as described in this Agreement. Unless otherwise noted, principals shall include all members of the association.

Section 3. Appropriate Unit: The Exclusive Representative shall represent all the principals of the School District as defined in this Agreement and in said Act.

ARTICLE II

Assorted Provisions

Section 1. Duty Days: Pursuant to M.S. 126.12, the School District shall, prior to April 1 of each year, establish the number of school days a principal shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. No adjustments will be made if the school term is set below the established duty days.

All Principals – 210 Days

Section 2. Grievance Procedure: The School District and principals shall recognize the grievance procedure as promulgated by the Director of the Bureau of Mediation Services pursuant to M.S. 179A-04, Subd.3 Clause H.

Grievance Procedure

The District and the Association desire that each employee have a means by which grievances may be given timely, fair and continued consideration until resolved. A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement and all disciplinary actions. Unless otherwise modified herein, all terms shall be defined as provided in the procedure promulgated by the Bureau of Mediation Services. The parties agree that all notices and submissions in this article may be made by email (electronic filing).

- A. **TIME LIMITATION AND WAIVER:** Grievances shall not be valid for consideration unless the grievance is submitted in writing as outlined in this grievance procedure, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the event giving rise to the grievance occurred. Written notice by the employer or its designee to an employee giving notice of prospective action shall constitute one such event giving rise to a grievance. 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.
- B. **ADJUSTMENT OF GRIEVANCE:** The employer and the grievant shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Step 1:

The employee will informally discuss the grievance with his/her immediate supervisor.

Step 2:

- a. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the supervisor. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) working days after the event giving rise to the grievance.
- b. Within ten (10) work days after submission of the written grievance, the supervisor shall answer the grievance in writing. If the written answer is not accepted, the grievant or the grievant's representative may request a meeting to consider the grievance. This meeting shall be scheduled among representatives of the District and the grievant or the grievant's representative within five (5) days of the date of the request for such a meeting.
- c. Within ten (10) work days following the Step 2 meeting, the District shall submit a written reply to the grievant or the grievant's representative. If the District fails to reply in writing, the grievance shall be deemed to be denied, and the grievant or the grievant's representative may request arbitration in accordance with Step 3 of this procedure.

Step 3:

If the grievance is not resolved in Step 2, the grievant or the grievant's representative may refer the matter to arbitration. Any request for arbitration shall be in writing and must be received by the other party within ten (10) work days following receipt by the grievant or the grievant's representative of the District's written reply to the grievance. The District and the grievant or the grievant's representative may select a mutually acceptable arbitrator. If not able to do so, either party may request a list of five (5) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The District and the grievant or the grievant's representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The arbitrator shall not have the power to modify in any form whatsoever any provision of this Agreement but shall make a final and binding decision. Fees and expenses of the arbitrator shall be divided equally between the District and the grievant or the grievant's representative. The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration.

In the event the District does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be deemed denied and referred to the next step. The time limitations provided herein may be extended by mutual written Agreement of the District and the grievant or the grievant's representative. Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a Charge of Discrimination, including, but not limited to, those Charges of Discrimination brought under Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

Section 3. Legal Counsel: Upon the written request of a principal against who claim is made or action is brought for recovery of damages is any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with employment of such with the School District, the School District shall provide legal counsel in accordance with M.S. 120A.40, subd. 2.

If a principal, while acting in a legal authorized manner as a principal in the District, is complained against or sued, the District will provide legal counsel and render all necessary assistance to the principal in his/her defense. It shall be the responsibility of the principal to bring any such complaint to the attention of the District in writing. Reimbursement for legal expense incurred before the District is so notified shall be at the discretion of the District.

Time lost by a principal in connection with an incident mentioned above shall not be charged against the principal.

Section 4. Professional Dues: Professional principal state and national dues shall be paid in full by the School District at the rate of one national and two state per principal.

Section 5. National Conferences: The School District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School District. Each principal shall have the option of attending a national education conference or convention once every three years based on the following rotation schedule: High School, Middle School, Elementary School. Normal expenses will be covered; however, the District must give the final approval for the specific convention or conference.

Section 6. Vandalism: The District will pay up to \$250 of the deductible on home or auto insurance for each incidence of school related vandalism.

ARTICLE III

Compensation

Section 1. Salaries:

Subd. 1. Base Salary:

	<u>2010-11</u>	<u>2011-2012</u>
Elementary Principal	\$92,611	\$92,611
Middle School Principal	\$89,735	\$89,735
Asst. Middle School Principal	\$74,000	\$76,000
High School Principal	\$96,980	\$96,980
Asst. High School Principal	\$78,987	\$78,987
Activities Director	\$74,976	\$74,976

Salary when hired: At the time of initial employment, the base salary of a principal, assistant principal or activities director will be as agreed between the School District and employee within a prescribed range of 95% to 105% of the current administrative position base salary. The school district reserves the right to fill all positions with the person it determines to be best qualified for the position or for any other reason.

Subd. 2. Career Increments:

As part of the salary package principals will receive a yearly career increment based on their years of experience as an administrator in the school district in the school district using the following formula:

4 or more years \$4000

Subd.3. Daily rate of pay:

Daily rate of pay will be calculated to include the base salary, a career increment and/or educational degree when eligible divided by the number of duty days in all parts of the contract (holiday pay and personal leave).

Section 2. Extra-Curricular Supervision: A principal assigned to supervise an after school student event will receive \$50 per event. Principals and the Activities Director will submit to the superintendent the estimated number of events they anticipate supervising for the upcoming school year each spring prior to budget development.

Section 3. Holidays: The principal will be paid for 7 holidays each contract year at their daily rate of pay per holiday.

Section 4. Automobile: In lieu of mileage the principal will be compensated \$2,650 for the 2010-2011 school year and \$2,900 for the 2011-2012 school year. Assistant Principals and the Activities Director will claim their school related mileage and submit for reimbursement at the current IRS rate.

Section 5. Educational Degree: Each principal with a Ph.D. or Ed.D. degree will receive compensation of \$4,000.

Section 6. Principal Incentive: Each year principals will have an opportunity to earn up to an additional \$5,000.00 per year for achieving annual goals. Assistant Principals and Activities Director will have an opportunity to earn up to an additional \$1,750 in year 2010-2011 and will have an opportunity to earn up to \$2,000 in year 2011-2012 for achieving annual goals. The incentive plan shall be administered and executed as follows:

- Prior to the beginning of each school year, the superintendent will meet individually with each principal to determine goals for the ensuing academic year. During this meeting the principal will bring a draft of goal statements. The superintendent may refer to notes from previous evaluations. During this discussion, the principal and superintendent will develop three (3) to four (4) goals. These goals will be the basis for the yearly incentive review process.
- Assistant Principals and Activities Director will meet with their direct supervisor to determine goals for the ensuing academic year. The direct supervisor will review and approve the goals set forth.
- Goals shall be determined according to the following criteria:
 - each goal should be time specific;
 - each should be stated in a concrete manner;
 - each should be observable and measurable; and
 - each should be relevant to the needs of the school and/or professional growth of the principal.
 - each goal shall be within the principal's ability to complete. If such goal is later determined to be unobtainable, due to reasons beyond the principal's control (such reasons may include, but not be limited to, staffing issues, financial reasons, etc.), principal and superintendent shall meet to discuss the feasibility of such goal. If it is mutually agreed by principal and superintendent that the goal cannot be achieved, goal may be redefined to make such goal obtainable. If it is determined that the goal will never be obtainable, a new goal may be created to replace it.
- Each goal shall be assigned "performance points" so that the total points for all goals total 10. Points shall be assigned according to the relative importance of each goal (weighting). For example, if 4 goals are set for the year and each is deemed of equal importance, each goal would be assigned 2.5 points for a total of 10 for all goals. If one goal is considered more critical than the others, it would be weighted higher and might be assigned 4 points and the other 3 goals might be assigned 2 points each, again to total 10. The same process would apply regardless of the number of goals set for the year. If only one especially critical goal is set for the year, it would be assigned 10 points.
- In June of each year, performance points will be awarded to each goal. If the goal is totally accomplished, the total number of points assigned to that goal will be awarded. If the goal is partially accomplished, then less than the total number of points will be assigned to that goal. For example, if a certain goal is assigned 4 points and that goal is fully accomplished, 4 points would be awarded. If the goal is deemed to be partially accomplished 0, 1, 2 or 3 points would be awarded to that goal depending on the degree to which the goal was accomplished. This process will be followed for each of the goals, and a total score will be determined by adding the number of points awarded for each goal.
- Once the total number of points is determined, this number shall be converted to a percentage. If the total number of earned points is 8, then the earned percentage would be 80% (8/10). By way of

example, a \$4,000.00 bonus incentive would be multiplied by 80% to determine the cash pay out. In this example, the pay out would be \$3,200.00.

- After the goals have been determined, the superintendent shall communicate and discuss the goals for each principal with the Administrative Committee of the school board. The Administrative Committee chairperson will be responsible for presenting the goals to the full school board.
- No later than the last day of February, the superintendent and principal will meet to discuss progress toward the goals. At this time, the superintendent will write a summary statement of progress and provide it to the principal and to the Administrative Committee of the school board.
- In June, the superintendent and principal will meet for a final year-end conference. The principal will bring to the meeting evidence of goal completion. The superintendent will write a summary evaluation of the principal's achievement in meeting the agreed upon goals. After this meeting, the superintendent will meet with the Administrative Committee of the school board to determine the amount of incentive compensation earned in relation to goal achievement. The chairperson of the Administrative Committee shall be responsible to present the recommendations to the full school board. After this meeting, the superintendent will communicate the amount of incentive compensation earned and the associated rationale to the principal.
- Any earned incentive compensation is to be paid by June 30 of each year contingent upon each principal submitting to the superintendent all required forms and reports regarding the incentive goals for the year by the end of the first full calendar week in June.
- All principals will receive the base contract salary as defined in the current contract. There will be no reduction of base salary for principals who do not achieve their stated goals.

ARTICLE IV

Insurance

Section 1. Health and Hospitalization Insurance: The School District shall pay the full premium established for the group health - hospitalization insurance plan for single or family coverage. The current hospitalization plan provided for all certified administrative personnel shall be used.

Section 2. Dental Insurance: The School District shall pay the full premium established for dental health insurance. The current dental insurance carrier and policy provided for all certified administrative personnel shall be used. The amount of coverage shall be negotiable per contractual year.

Principals Self, Spouse and Dependent Children

Section 3. Term Life Insurance: The selection of the term life insurance carrier and policy shall be made by the School District. The School District shall pay the full premium established for Term Life Insurance. The amount of coverage shall be negotiable per contractual year.

Coverage Amount: \$100,000 + up to \$3,000 for dependent coverage.

Section 4. Long-Term Disability Income Protection Insurance: The School district shall provide a long term disability insurance plan. The plan will provide a benefit of 2/3 of the principal's regular monthly compensation, with a waiting period of not more than 60 calendar days after the date of disability, with such benefits to continue until the principal reaches the age of 65, if the disability continues to that age.

Section 5. Professional Liability Insurance: The School District shall provide two million dollars of liability insurance for all principals.

Section 6. Tax-Sheltered Annuity - 403(b): Principals shall be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code, Minnesota Statutes Section 136F.45, and School District policy.

The School District shall match up to \$2750 for each year of this contract.

ARTICLE V

Leaves of Absence

Section 1. Sick Leave:

Subd. 1. Each Principal shall be credited with sick leave at the rate of fifteen (15) days for each year of service in the employ to the School District. Sick leave shall be available for use at the beginning of the contract year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per principal.

Subd. 3. The School District shall grant sick leave when a principal's illness or disability prevents his attendance at school and the performance of his duties. Sick leave may also be granted for major illness or surgery in the immediate family, which prevents his attendance and performance of duties on that day or days. For purposes of this subdivision, immediate family means father, mother, sister, brother, spouse, child, grandchild, grandparent, father-in-law or mother-in-law. In all other cases leave may be granted at the discretion of the superintendent after taking into consideration the relationship between the principal and the afflicted individual.

Subd. 4. The School District may require a principal to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or disability, 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, based upon a reasonable interpretation of the physician's certificate or report.

Subd. 5. In the event that a medical certificate will be required, the principal will be so advised within 14 calendar days of the principal's return.

Subd. 6. Sick leave allowed shall be deducted from the principal's credited sick leave days.

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.

Section 2. Personal and Professional Leave: Personal leave shall be earned at the rate of two (2) days annually at full salary noncumulative. Principals wishing to take a personal day shall give the superintendent three (3) days written notice, except in cases of emergency. Principals who have not used their personal leave days by the end of the current contract year will be paid for those days at the daily rate of pay.

Temporary leave at full salary for professional business necessitated by school position and related to the individual principal's assignment shall be made available to the principal at the discretion of the superintendent. Any principal granted professional leave shall be entitled to reimbursement from the school district for travel, meals, lodging and registration fees necessarily incurred in connection with such leave. Such expenses shall also be paid for attendance at professional activities during evenings or weekends when prior approval has been obtained from the School District.

Section 3. Extended Leave: Extended leave of absence without salary for such reasons as personal health, family illness, military service, full-time campaigning and/or election to public office shall be at the discretion of the School District.

Section 4. Bereavement Leave: Bereavement Leave with pay for death in the immediate family shall be granted up to a total of 5 days per incident. The immediate family shall be granted up to a total of 5 days per incident. The immediate family is defined as father, mother, sister, brother, spouse, child, grandchild, grandparents, father-in-law, or mother-in-law. For deaths outside the immediate family, leave may be granted at the discretion of the superintendent.

Section 5. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to principals in the School District for the purpose of professional improvement subject to M.S. 125.18.

Subd. 2. To be eligible for sabbatical leave an individual must have been employed at least six (6) years in the School District.

Subd. 3. Sabbatical leave for study shall be limited to an individual centering his study in his area of employment in the School District and shall not be used for retraining in a new area unless at the request of the School District.

Subd. 4. The proposed program of study must be approved in advance by the superintendent of schools and the School District and such program of study shall be in formal educational course credits.

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the superintendent of schools at the earliest possible date but in no case shall this be after January 1st of the year preceding the school year in which the leave is sought. The principal applying for leave shall be notified of approval or denial within thirty (30) days of the deadline date.

Subd. 6. The number of principals on sabbatical leave shall be limited to one principal in any one year. The granting of sabbatical leave, however, is purely within the discretion of the School District and the School District reserves the right to refuse to grant any and

all sabbatical leaves, if, in the judgment of the School District, such leaves should not be granted.

Subd. 7. The allowance granted to a principal on sabbatical leave shall be one-half (1/2) of the basic contract salary (not including any extracurricular pay) of the individual for the school term in which the application for sabbatical leave is made. The sabbatical leave stipend shall be paid to the principal upon return to the School District. The lump sum payment shall be included in the first salary check issued to the principal in the year following the end of the sabbatical leave.

Subd. 8. A principal who is granted a sabbatical leave must return to administrative duties in the School District for two (2) full years following the termination of the leave. If the principals service is discontinued for any reason other than the individual's incapacity determined by the physician or by discontinuance of position by District action pursuant to this Agreement, before the expiration of the two (2) years, he shall pay back to the School District, in full, the sabbatical allowance which was provided.

Subd. 9. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 10. The District may grant sabbatical leave upon the condition that a satisfactory substitute can be secured by March 1 of the school year preceding the year for which leave is being requested.

Subd. 11. Upon completion of a sabbatical leave the individual shall be assigned to a position commensurate with the one he occupied prior to the leave.

Subd. 12. A principal is eligible to continue his group insurance benefits, including District contribution pursuant to Article VIII of this Agreement, providing the principal makes arrangements to remit to the School District the principal's share, if any, of any premiums on such benefits, as due.

Subd. 13. Status: Unless specifically provided otherwise herein a principal on leave of absence shall retain such amount of sick leave days, experience credit and other accrued benefits which he had accrued, if any, at the time he went on leave for use upon his return.

Section 6. Workers Compensation:

Subd. 1. Upon the request of a principal who is absent from work as a result of a compensable injury under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the principal and the principals regular rate of pay to the extent of the principal's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the principal's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement workers compensation.

Subd. 3. Such payment shall be paid by the School District to the principal only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the principal by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the principal.

Subd. 5. A principal who is absent from work as a result of an injury compensable under the Workers Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall display his workers compensation check at the school office prior to receiving payment from the School District for his absence.

Section 7. Jury Duty: Any principal involuntarily called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the District for that purpose and for those days the principal is required to be in court. The principal shall receive all pay and other benefits that would have accrued had he or she been administrating during the period of absence for jury duty, less all per diem allowances and expenses received for such duty.

ARTICLE VI

Unrequested Leave and Seniority List

Section 1. Unrequested Leave: Principal's shall be placed by MN Statutes, 122A.40 Subd. 11, on unrequested leave.

Section 2. Equal Seniority: If two principals have equal seniority, selection of the principals to be discontinued shall be determined by the School District based upon criteria in order of listing: 1. Training, 2. Experience, 3. Performance, 4. Skills in special assignments, 5. Other relevant factors.

Section 3. Seniority List: The School District shall promulgate a seniority list of all continuing contract principals in the district by October 1 of each school year. A principal who disputes his standing on the list may process a grievance pursuant to the grievance procedure.

ARTICLE VII

Suspension Without Pay

Section 1. Without Pay: A principal may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

Section 2. Notice: Suspension shall take effect upon the principal's receipt of written notification from the superintendent of schools to the principal, stating the grounds for suspension together with a statement that the principal may make a written request for a hearing before the School District to review the suspension within five (5) calendar days after receipt of such notification. If no hearing is requested within a five (5) calendar day period, it shall be deemed acquiescence by the principal to the suspension.

Section 3. Hearing: If the principal requests a hearing within the five (5) calendar day period the hearing shall take place within ten (10) calendar days after receipt of the request for hearing. The hearing shall be held before the School Board. The School District reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the principal shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the School Board. The principal shall be notified of the date, time and place of the hearing and the School District shall issue its decision within ten (10) calendar days after the conclusion of the hearing.

Section 4. Effective Date: The suspension shall take effect upon receipt by the principal of the written notice of suspension or shall take effect after receipt as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the District.

Section 5. Grievance: The decision of the School District shall be subject to the grievance procedure as provided in the Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within five (5) calendar days after receipt of the School District's decision.

ARTICLE VIII

Retirement

Section 1. Benefits: Minnesota Post Employment Health Care Savings Plan –The District shall contribute a lump sum payment in the amount of \$1,250 each year of this agreement for members of the Delano Public Schools Principals' Association until a maximum of \$28,000 has been contributed. The lump sum payment shall be deposited in the employee's HCSP account by June 30 each fiscal year. Pro-rated for partial year worked.

Subd. 1. For current employees hired prior to September 1, 2010, the District will make a cash payment on June 30 of the year of retirement from the District to said employee for the amount of the difference between the \$28,000 maximum contribution to the employee's HCSP account and the accumulated contributions to date under Section 1. If said employee terminates employment with the District for any reason other than retirement from Delano Public Schools, the cash payment is forfeited.

Subd. 2. For existing retirees - This section regarding retirement severance pay will be sunsetted in such a manner that the retirees who are currently drawing benefits are not negatively impacted. Current members would no longer be eligible.

Section 2. Retirement Medical Benefit:

Subd. 1. Principals who are 55 years of age or older and have thirteen years of experience in the school district and eligible for early retirement, may elect to continue their enrollment in the District health and hospitalization program.

Subd. 2. The School District shall pay the premium for both single and family coverage. The District's share of the family coverage will be limited to the single premium plus 95% of the difference between the single premium and family reimbursement. The lifetime maximum reimbursement is \$50,000.

In witness whereof, the parties have executed this agreement as follows:

For:
The Delano School Principals

For:
Independent School District No. 879

Elementary School Principal

Chairperson

Middle School Principal

Clerk

High School Principal

Dated this _____ day of _____, 2010

Dated this _____ day of _____, 2010