

**MASTER AGREEMENT**

**2020-21 and 2021-22**

**BETWEEN**

**DISTRICT 877 ADMINISTRATORS'  
ASSOCIATION**

**AND**

**THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 877  
BUFFALO, MN**

# INDEX

Article I	<b>PURPOSE</b>	
	Section 1. Parties .....	1
Article II	<b>RECOGNITION OF EXCLUSIVE REPRESENTATIVE</b>	
	Section 1. Recognition.....	1
Article III	<b>SCHOOL DISTRICT RIGHTS</b>	
	Section 1. Inherent Managerial Rights .....	1
	Section 2. Management Responsibilities.....	1
	Section 3. Effect of Laws, Rules, and Regulations .....	1
	Section 4. Reservation of Managerial Rights .....	2
Article IV	<b>ADMINISTRATOR RIGHTS</b>	
	Section 1. Rights to Views .....	2
	Section 2. Individual Personnel File.....	2
	Section 3. Association Security .....	2
Article V	<b>BASIC SCHEDULES AND RATES OF PAY</b>	
	Section 1. 2020-22 Salary Schedules .....	3
	Section 2. Placement on Salary Schedule.....	3
	Section 3. Schedule of Payment .....	3
	Section 4. Procedures for Fair Dismissal .....	3
	Section 5. Newly Employed Principal.....	3
Article VI	<b>UNREQUESTED LEAVE OF ABSENCE AND REASSIGNMENT OR REINSTATEMENT</b>	
	Section 1. Purpose .....	3
	Section 2. Seniority.....	3
	Section 3. Seniority Tiebreaker .....	4
	Section 4. Reassignment.....	4
	Section 5. Benefits.....	4
	Section 6. Reinstatement .....	4
	Section 7. Seniority List .....	4
	Section 8. Effect .....	5
Article VII	<b>GROUP INSURANCE</b>	
	Section 1. Major Medical and Hospitalization Insurance .....	5
	Section 2. Dental Insurance.....	5
	Section 3. Life Insurance.....	5
	Section 4. Long-Term Disability Insurance .....	6
	Section 5. General Liability.....	6

	Section 6. Claims Against the School District .....	6
	Section 7. Insurance Policies .....	6
	Section 8. Selection of Carriers .....	6
	Section 9. Insurance Review Committee.....	6
<b>Article VIII</b>	<b>OTHER BENEFITS</b>	
	Section 1. Executive Physical Examinations.....	6
	Section 2. Retirement Plan .....	7
	Section 3. Daily Rate of Pay to Be Utilized for Severance Pay and/or Unused Vacation Day Pay.....	7
	Section 4. Retirement Insurance Benefits .....	8
	Section 5. Insurance Benefits for Administrators Hired After July 1, 2010 .....	9
	Section 6. Professional Organization Dues .....	9
	Section 7. Professional Conference, Convention and Meetings .....	9
	Section 8. Technology Allowance.....	10
	Section 9. 403b District Contribution .....	10
<b>Article IX</b>	<b>LEAVES OF ABSENCE</b>	
	Section 1. Sick Leave .....	10
	Section 2. Family Leave .....	11
	Section 3. Sabbatical Leave.....	12
	Section 4. Leave of Absence Without Pay .....	13
	Section 5. Job Related Personal Injury Duty Leave .....	13
	Section 6. Bereavement Leave .....	13
	Section 7. Jury Duty Leave.....	13
<b>Article X</b>	<b>WORK YEAR</b>	
	Section 1. Contract and Work Year.....	13
	Section 2. Work Stoppage .....	14
<b>Article XI</b>	<b>GRIEVANCE PROCEDURE</b>	
	Section 1. Grievance Definition .....	15
	Section 2. Representative .....	15
	Section 3. Definitions and Interpretations .....	15
	Section 4. Time Limitation and Waiver .....	15
	Section 5. Adjustment of Grievance.....	16
	Section 6. Denial of Grievance.....	16
	Section 7. Rights of Employee to Participate .....	16
	Section 8. Arbitration Procedures.....	16
<b>Article XII</b>	<b>DURATION</b>	
	Section 1. Term of Agreement .....	18

Section 2. Effect .....	18
Article XIII <b>SIGNATURES</b> .....	19
<b>SALARY SCHEDULES</b>	
Schedule A – 2020-21 .....	20
Schedule B – 2021-22 .....	20
Longevity Pay .....	20

**INDEPENDENT SCHOOL DISTRICT 877  
BUFFALO-HANOVER-MONTROSE  
ADMINISTRATIVE MASTER AGREEMENT**

**ARTICLE I  
PURPOSE**

**Section 1. Parties:** THIS AGREEMENT, entered into between the School Board of Independent School District No. 877, Buffalo, Minnesota, hereinafter referred to as District 877, and District 877 Administrators' Association, hereinafter referred to as the Association, pursuant to and in compliance with Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for administrators during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the P.E.L.R.A. of 1971, as amended, District 877 recognized 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 the P.E.L.R.A. of 1971, as amended, 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 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 teaching and non-teaching services prescribed by the District and shall be governed by the laws of the State of Minnesota, and by the 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 District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the 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 ADMINISTRATOR RIGHTS**

**Section 1. Rights to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any administrator or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative, if there be one.

**Section 2. Individual Personnel File:** The portion of the individual personnel file for each administrator that is not of pre-employment nature will be made available upon the administrator's written request within a reasonable period of time. The administrator will be provided the opportunity of responding to any statement or document in that file. The school may destroy such files as provided by law.

**Section 3. Association Security:** The Association may be permitted the use of school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, paying the cost usually charged by the District for such use.

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

**ARTICLE V  
BASIC SCHEDULES AND RATES OF PAY**

**Section 1. 2020-22 Salary Schedules:** Schedule A (2020-21) is included herein and by this reference made a part hereof. Schedule B (2021-22) is included herein and by this reference made a part hereof.

**Section 2. Placement on Salary Schedule:** Placement shall be by position title on Salary Schedules A and B.

**Section 3. Schedule of Payment:** The annual salary will be paid in twenty-four (24) equal parts.

**Section 4. Procedures for Fair Dismissal:** The Board of Education and its officials will follow all the provisions of Minnesota Statute § 122A.40 in the process of dismissing an administrator.

**Section 5. Newly Employed Principal:** A newly employed person may be compensated during their initial two years of employment at a salary rate agreed upon between the Board of Education and the newly employed principal. After the initial two years, the principal will be subject to the salary schedule in the Master Agreement.

A newly employed person may be employed for a work year of less than 260 days as agreed upon between the person employed and the Board of Education.

**ARTICLE VI  
UNREQUESTED LEAVE OF ABSENCE AND REASSIGNMENT OR  
REINSTATEMENT**

**Section 1. Purpose:** In the event an administrator subject to this Agreement 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 §122A.40, Subd. 11., shall apply except as hereafter specifically modified.

**Section 2. Seniority:** Determination of seniority for purposes of reassignment to any administrative position covered by this Agreement shall be based solely upon the number of years of service within the classification Elementary Principal, Secondary Principal, or Assistant Secondary Principal, most recently held by any administrator subject to this Agreement, and include only periods of service where the administrator was working over fifty (50) percent of his/her time in such classifications; provided, however, that an administrator on temporary or special assignment shall retain and accrue seniority in his/her former administrative classification until such time as the temporary or special assignment becomes a permanent position.

**Section 3. Seniority Tiebreaker:** For purposes of the order of reassignment, placement on unrequested leave and reinstatement of those administrators with equal years of service, ties shall first be broken by the amount of time actually spent in administrative duties and then by the date of return of initial contracts of employment, if available. If a tie in seniority should remain, then administrator evaluations shall be used along with such other criteria as the parties shall in writing agree to.

**Section 4. Reassignment:** Any administrator who is reassigned to another administrative position shall retain his/her most recent salary, adjusted for any reduction in duty year, without any increase until such time as the salary placement position of the new assignment meets or exceeds that of the former administrative salary. Administrators who accept reassignment or another administrative position shall retain their right to reinstatement to their former administrative position in the event of vacancy or creation of new positions with the Administrative Unit in the inverse order of their employment reassignment for a period of two years (24 months) providing no qualified administrator then on requested leave accepts the position.

**Section 5. Benefits:** Any administrator placed on unrequested leave of absence shall remain eligible for all administrative benefit plans but must pay all premiums therefore while on leave.

**Section 6. Reinstatement:** Determination of seniority for purposes of reinstatement to any Administrative position shall be based on the criteria set forth in Section 2 of this Agreement.

**Section 7. Seniority List:** Establishment of Seniority List:

**Subd. 1. Posting:** On or before November 1<sup>st</sup>, the Superintendent shall cause a seniority list (by name, date of employment, certification, qualification and subject matter or field) to be prepared from his/her records. He/she shall thereupon post such list in an official place in each school house of the District.

**Subd. 2. Corrections:** Any person whose name appears on such list and who may disagree with the findings of the Superintendent and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the Superintendent. Any person who fails to supply documentation within said 20-day period acquiesces to the seniority list.

**Subd. 3. Challenge:** Within ten (10) days thereafter, the Superintendent shall evaluate any and all such written communication regarding the order of seniority contained in said list and make such changes as the Superintendent deems warranted. The final seniority list shall thereupon be prepared by the School Board at its first regular meeting thereafter or ten (10) days, whichever is longer. The administrator may appeal placement on the final seniority list by filing a request for arbitration, in writing, with the Superintendent within five (5) days of the School Board's action. The appeal shall be heard by an impartial arbitrator selected through the procedures promulgated by the Bureau of Mediation Services (BMS). The decisions of the arbitrator shall be final and binding. The cost of the arbitrator shall be paid equally by the parties. Each year thereafter, the



Superintendent shall cause such seniority list to be updated to reflect any addition or deletion of personnel. Such yearly list shall govern the application of the unrequested leave of absence policy until thereafter revised.

**Section 8. Effect:** This Article shall be effective July 1, 2014, and shall be governed by its duration clause. This Article shall govern all administrators as defined therein and shall not be construed to limit the rights of any other certified employee not covered by the Master Agreement affecting such certified employees.

## **ARTICLE VII GROUP INSURANCE**

**Section 1. Major Medical and Hospitalization Insurance:** The School District shall contribute one hundred (100) percent of the cost of an individual or dependent major medical and hospital insurance program as purchased for district employees. The District will also contribute one hundred (100) percent of the cost of an individual or dependent HMO coverage program. **If the plan(s) identified below are discontinued or not offered, the District will contribute one hundred (100) percent of the cost of a comparable individual or dependent major medical and hospital program as purchased for district employees.**

**Individual Coverage:** The School District shall contribute one hundred (100) percent of the cost of the individual high deductible VEBA plan and related HRA contribution account for individual group health coverage for each active employee. The employee may elect to participate in other district sponsored health insurance plans. Any costs that exceed the individual VEBA plan and related HRA contribution shall be borne by the employee.

**Dependent Coverage:** The School District shall contribute one hundred (100) percent of the cost of the dependent high deductible VEBA plan and related HRA contribution account for dependent group health coverage for each active employee. The employee may elect to participate in other district sponsored health insurance plans. Any costs that exceed the dependent VEBA plan and related HRA contribution shall be borne by the employee.

**Section 2. Dental Insurance:** The School District will provide a group term dental program for eligible employees in District 877. The Board of Education shall contribute one hundred (100) percent of the cost of an individual or dependent group dental program according to the benefits described by the insurance carrier. It will be the Board of Education's intent to provide a program that is similar to that in effect with the teachers' union.

**Section 3. Life Insurance:** The District will provide a group term life insurance program with the following coverage: \$250,000 per administrator, \$2,000 on the spouse and \$1,000 on each child. The District will pay the full premium on the coverage listed above.

**Section 4. Long-Term Disability Insurance:** It will be the intent of the District to purchase, at no cost to the administrator, a long-term disability insurance program under contract with monthly benefits being two-thirds (2/3) of the basic monthly contract. The waiting period is ninety (90) consecutive calendar days. An Association representative will sit on the District Insurance Review Committee. The School District will contribute one hundred (100) percent of the cost of an individual contribution toward health insurance for each month during the first twelve (12) months the administrator qualifies for long-term disability insurance. The administrator must be enrolled in the School District's health insurance plan at the time of LTD qualification.

**Section 5. General Liability:** The District shall provide a general liability insurance policy that will cover errors and omissions for each administrator while performing his or her duties. The insurance will pay up to one million dollars for each lawsuit.

**Section 6. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article is intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

**Section 7. Insurance Policies:** Upon completion of a Master Agreement, administrators shall be given a copy of all insurance policies within a reasonable period of time but no later than four months.

**Section 8. Selection of Carriers:** The selection of the insurance carriers and policies shall be made by the School District.

**Section 9. Insurance Review Committee:** An insurance review committee shall review and analyze all employee insurance programs for the purpose of recommending updated coverage and premiums. The committee shall consist of the business administrator, one principal representative, and representatives from other employee groups selected by the exclusive representative.

## **ARTICLE VIII OTHER BENEFITS**

**Section 1. Executive Physical Examinations:** The District will pay for an executive physical examination every other year at the Allina Medical Clinic Buffalo, or an alternate clinic of the administrator's choice at a comparable rate. The district's contribution shall not exceed \$650 per physical in addition to coverage provided by health insurance. Costs in excess of procedures covered by the base physical fee of \$650 and health insurance shall be the responsibility of the administrator. For administrators who are fifty (50) years of age, or older, the Board of Education will pay the cost for an annual physical examination.

**Section 2. Retirement Plan:** Administrators will not qualify for early retirement benefits if the individual enters into an administrative position with another public school district. Administrators must be employed by the District ten (10) years as a licensed employee to be eligible for retirement and retire under provisions of T.R.A. Administrators hired after July 1, 2002, must be employed by the District fifteen (15) years as a licensed employee to be eligible.

**Subd. 1. Full-Time Requirement:** This Article shall apply only to administrators whose service has been full-time, as defined by this Agreement.

**Subd. 2. Amount:** Eligible administrators, upon retirement, hired prior to July 1, 2010, shall receive as severance pay an amount representing one hundred ten (110) days pay. Eligible administrators, upon retirement, hired on or after July 1, 2010, shall receive as severance pay an amount of \$40,000.

**Subd. 3. Daily Rate:** In applying these provisions, an administrator's daily rate of pay shall be the basic daily rate at the time of retirement.

**Subd. 4. Payments:** Effective for administrators retiring on or after June 15, 2004, severance shall be paid in two (2) equal payments over a two (2) year period into the qualified plan in accordance with the provisions of Minnesota Statute § 356.24 and any amendments thereto. The first payment shall be paid on the January 15<sup>th</sup> following retirement. The second payment shall be paid on January 15<sup>th</sup> of the next calendar year. One hundred (100) percent of each payment shall be paid to the qualifying retired administrator's post retirement health care saving account. Retired administrators will not be entitled to receive any severance pay in the form of taxable cash compensation prior to deposit in the post retirement health care savings account.

**Subd. 5. Ineligibility:** Severance will not be paid to any administrator whose employment relationship with District 877 is terminated pursuant to the provisions of Minnesota Statute §122A.40.

**Section 3. Daily Rate of Pay to be Utilized for Severance Pay and/or Unused Accumulated Vacation Day Pay:** The District will utilize the following factors to come up with a total number of days that would be divided into the administrator's annual salary, including longevity pay, to come up with a daily rate of pay for unused vacation days if the administrator resigns, or for severance pay when the early retirement plan is utilized.

The factor utilized shall be the administrator's work year plus annual vacation day allowance, and when added together this will equal the number of days that will be divided into the annual salary, including longevity pay. For the current school year, as an example, the figure would be:

Days	Number
Working Days	226
Vacation Days	26
Total	252

Administrative salary divided by 252 = daily rate of pay

The factor utilized for administrators hired after July 1, 2006, shall be the administrator's work year plus annual vacation days allowance, paid holidays, and when added together this will equal the number of days that will be divided by the annual salary, including longevity pay. For example:

Building Principal		Assistant Principal	
Working Days	224	Working Days	213
Vacation Days	26	Vacation Days	37
Holidays	10	Holidays	10
Total	260	Total	260

Administrative salary divided by 260 = daily rate of pay

**Section 4. Retirement Insurance Benefits:** The School District shall contribute, in subsequent years following retirement, the same dollar amount toward insurance coverage that was contributed for the administrator during the final year of employment. This fixed figure will be paid until the administrator reaches Medicare eligibility. This provision shall not be continued, however, if the principal is re-employed in an annual, full-time position in educational administration/teaching or a similar administrative position in the private or public sector that is comparable in pay and benefits.

**Subd. 1. Major Medical, Dental and Hospitalization Insurance for Retired Employees:**

The District shall pay premiums at the rate listed above on hospitalization and major medical insurance coverage for all administrators who retire. This shall include dental insurance for administrators who retire after July 1, 2002. Such premiums shall be paid only until the administrator reaches age of Medicare eligibility. The Association agrees its members will participate in Medicare at the eligible age. One hundred (100) percent shall be paid to the qualifying retired administrator's post retirement health care savings plan in four equal installments. The first installment will be within 30 days of the administrator's retirement date. The remaining three installments will follow on the ensuing July 15<sup>th</sup>/January 15<sup>th</sup>/July 15<sup>th</sup> or January 15<sup>th</sup>/July 15<sup>th</sup>/January 15<sup>th</sup>, dependent on the retirement date, following the first payment.

**Subd. 2. Life Insurance for Retired Employees:** The District shall pay for the same insurance policy as listed in Section 2 for retired administrators and their families, including children up to the age of years nineteen (19) or twenty-five (25) if a full-time student.

**Section 5: Insurance Benefits for Administrators Hired After July 1, 2010:** The provisions of Section 4. Subd. 1., shall not be applicable to administrators hired on or after July 1, 2010. Administrators hired on or after July 1, 2010, will receive a lump sum contribution of \$30,000 at the time of hire. Additionally, the district shall make an annual contribution of \$5,000 for a maximum of twenty (20) years into the District sponsored Health Reimbursement Arrangement, (HRA), for the purpose of health and dental related premiums upon retirement from the district. The annual district contribution of \$5,000 will be paid at the end of each contract year and will be prorated based on the months of actual service if service is less than a full year. The total district contribution including the lump sum payment upon hire and annual contributions shall not exceed \$130,000.

These District contributions will be fully vested upon the completion of fifteen, (15) years of service as a licensed administrator in the District and the administrator must be eligible for retirement under provisions of T.R.A. Should an administrator not meet the vesting schedule requirements any District contributions and any interest accrued will remain with the District. An administrator who resigns and does not meet the vesting schedule and is rehired as a District 877 licensed administrator within six (6) years from the date of resignation, will not be entitled to prior HRA contributions or interest previously forfeited upon resignation; however, will be granted prior years of service at the time of rehire.

**Section 6. Professional Organization Dues:** The District shall annually pay one hundred (100) percent of the dues required to be a member of one state and one national professional organization such as NASSP, NAESP, MASSP, and MESPA.

**Section 7. Professional Conference, Convention and Meetings:**

**Subd. 1. National Conventions or Conferences:** The District shall reimburse each administrator for the cost of attending one national convention every other year. On the other year when the administrator is not eligible to attend at School District expense, they may be allowed to attend on school time but at his/her expense. That attendance would also be subject to the Director of Teaching & Learning's approval.

**Subd. 2. State Conventions or Conferences:** The District shall reimburse each administrator for registration fees, conference costs, lodging, luncheons, banquets, and mileage fees for state conventions or conferences. The number of days and dates for Director of Teaching and Learning attendance at those conventions or conferences are to be determined in consultation with the to the Director of Teaching & Learning.

**Subd. 3. Meetings:** The District shall pay all expenses of meetings that administrators are required to attend with the approval of the Director of Teaching & Learning.

When conferences at either the national or state level are attended, when school is in session, the person attending the conference must guarantee that the building or assignment will be covered by another administrator during his/her absence.

**Section 8. Technology:** Each administrator must have a cellular phone available for school business. Administrators are to provide their cellular phone number to their office staff and the Superintendent. Administrators must have their cellular phone with them when away from their school building during school hours or at school related events.

**Section 9. 403b District Contribution:**

**Subd. 1. Eligibility:** All bargaining unit members employed in the unit after July 1, 2000, are eligible for a matching contribution under M.S. § 356,24 to a qualified 403b program. Contributions by the School District must be matched by the individual principal.

**Subd. 2. School District Contribution:** For the 2020-21 year, the School District will contribute a match up to \$3,500. For the 2021-22 year, the School District will contribute a match up to \$4,000.

**ARTICLE IX  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

**Subd. 1. Method of Accrual:** All full-time administrators shall earn sick leave at the rate of twenty (20) days for each year of service in the employ of the School District. Annual sick leave shall accrue in a lump sum on the first day of work in the new fiscal year. If an administrator leaves the employ of District 877 and has used more sick leave than he/she has earned, the excess shall be repaid to the District.

**Subd. 2. Maximum Accumulation:** Unused sick leave may accumulate to a maximum of one hundred sixty (160) days.

**Subd. 3. Catastrophic Illness:** In the case of catastrophic illness the Board may grant additional sick leave days. It is the posture of the Board of Education that the District is paying premiums for long-term disability and we anticipate that that provision would be utilized in the case of long-term illness.

**Subd. 4. Special Application:**

**For Administrators Who Are Employed Less Than Half Time or Employed Less Than Twelve (12) Months:** Up to three (3) contractual days of leave a year, non-accumulative, deductible from sick leave, shall be available for the hospitalization or outpatient treatment of a spouse, child, and/or parent including any step or foster relative in the same relationship with the employee. For purposes of this three (3) contractual day leave, the definition of child will include children who are eighteen (18) years of age or older.

**For Administrators Who Are Employed Half Time or More and Been Employment Twelve (12) Months or More:** The use of accumulated sick leave to care for an ill or injured family member is governed by Minnesota law and not by this Agreement.

In addition, the School District shall comply with the legislation regarding the administrator's usage of personal sick leave days for children's illness including any step or foster child of the employee. Children, as defined under this Agreement, are those who are under eighteen (18) years of age, or under twenty (20) years of age who are still attending secondary school.

## **Section 2. Family Leave:**

**Subd. 1. Definition:** A family leave may be granted by the School District subject to the provisions of this Section. Family leave may be granted because of the need to prepare and/or provide parental care for a child or children of the administrator for an extended period of time.

**Subd. 2. Application:** An administrator, making application for family leave shall inform the Superintendent in writing with intention to take the leave at least two (2) calendar months before commencement of the intended leave, except in emergency situations.

**Subd. 3. Pregnancy/Childcare Leave:** If the reason for the family leave is occasioned by pregnancy, the administrator shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery and, subject to the other provisions of this Section, such a leave shall be granted. If an administrator who has requested and been granted family leave because of pregnancy delivers prior to the scheduled beginning date of her family leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her family leave. An administrator shall not be eligible for sick leave benefits during the period of time covered by the childcare leave.

**Subd. 4. Adjustment of Dates:** The School District may adjust the proposed beginning or ending date of a family 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 a grading period, end of the school year, or the like.

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

- a) Grant any leave more than twelve (12) months duration.
- b) Permit the administrator to return to his or her employment prior to the date designated in the request for family leave.

An administrator shall, however, if the request for family leave is occasioned by the

administrator's pregnancy, be entitled to a family leave of at least one year, subject to adjusting the ending date of the leave pursuant to Subd. 4 above.

**Subd. 6. Re-Employment:** An administrator returning from family leave shall be re-employed in a position, which he or she is licensed unless previously discharged or placed on unrequested leave.

**Subd. 7. Return Requirement:** Failure of the administrator to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the administrator mutually agree in writing to an extension of the leave.

**Subd. 8. Probationary Period:** The parties agree that the applicable periods of probation for administrators as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an administrator's performance. The parties agree therefore, that periods of time for which the administrator is on family leave shall not be counted in determining the completion of the probationary period.

**Subd. 9. Experience Credit:** An administrator who returns from family leave within the provisions of this Section shall retain all previous experience credit 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 or leave time during the period of absence for family leave.

**Subd. 10. Continuation of Insurance:** An administrator on family 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 family leave. The right to continue participation in such group insurance programs, however, will terminate if the administrator does not return to the District pursuant to this Section.

**Subd. 11. Unpaid Leave:** Leave under this Section shall be without pay or District contribution toward fringe benefits.

### **Section 3. Sabbatical Leave:**

**Subd. 1. Criteria:** A sabbatical leave of absence for one (1) year, or a part of a year, may be granted to administrators. The number of administrators on sabbatical leave in any school year will not exceed one (1). In order to qualify, an administrator must have completed three (3) years of service to the District and must return to the District's service for two (2) years after the sabbatical leave. The District will pay sixty (60) percent of the administrator's most recent salary and full fringe benefits which are in force at the time the leave is taken.

**Subd. 2. Approval:** Granting of sabbatical leaves is reserved exclusively to the Board of



Education and provisions of Section 4, Subd 1., and shall not be subject to the grievance procedure.

**Section 4. Leave of Absence Without Pay:** A leave of absence for one (1) year, or a part of a year, may be granted to administrators without pay. The administrator shall be able to continue all insurance policies provided that the administrator pays all premiums. The same provisions for qualifications of sabbatical leave apply for a leave of absence without pay.

**Section 5. Job Related Personal Injury Duty Leave:** Administrators physically disabled as a result of assault on school premises or while acting in an emergency capacity for the School District on its premises will not be charged with loss of sick leave from the period that the injury has been sustained until LTD benefits begin. No further salary benefits over and above LTD and worker's compensation will be extended.

**Section 6. Bereavement Leave:** In the event of the death of wife, husband, father, mother, son or daughter including any step or foster relative in the same relationship with the employee, each regularly employed administrator will have leave of up to five (5) school days without salary deduction. In the event of death of brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law, grandparent or grandchild including any step or foster relative in the same relationship with the employee, the number of days without salary deduction shall be three (3) days in each case. Further necessary time beyond that already provided may be allowed from the administrator's sick leave accumulation upon the written approval of the Superintendent. The Superintendent's decision is final and not subject to the grievance procedure.

In the case of death of an administrator, the surviving spouse or beneficiary shall receive a pro-rated amount of earned portion of the contract.

**Section 7. Jury Duty Leave:** Leave will be granted to administrators who are required to serve on juries. No deduction in vacation days, personal leave or sick leave will be made for these days. No deduction in salary will be made, but administrators are required to reimburse the School District the salary received for jury duty. Travel expenses received in connection with jury duty shall remain with the administrator.

## **ARTICLE X WORK YEAR**

**Section 1. Contract and Work Year:** The annual contract for members of the Administrators Association shall cover the period of July 1<sup>st</sup> through June 30<sup>th</sup>. During that twelve-month period:

**Work Year for Building Principals:**

- a) 224 days are identified as the work year

- b) 26 days are identified as vacation
- c) 10 days are identified as holidays as follows: New Year's Day, Presidents' Day, Memorial Day, July 4, Labor Day, Thanksgiving (2 days), Christmas, and two floating days during the school year when neither staff or students are in session.

Each building principal will earn and accrue 2.17 days of vacation per month starting July 1<sup>st</sup> of the contract year to a maximum of 26 days by the following June 30<sup>th</sup>.

**Work Year for Assistant Principals:**

- a) 213 days are identified as the work year
- b) 37 days are identified as vacation
- c) 10 days are identified as holidays as follows: New Year's Day, Presidents' Day, Memorial Day, July 4, Labor Day, Thanksgiving (2 days), Christmas, and two floating days during the school year when neither staff nor students are in session.

Each assistant principal will earn and accrue 3.08 days of vacation per month starting July 1<sup>st</sup> of the contract year to a maximum of 37 days by the following June 30<sup>th</sup>.

**Vacation Usage:** Vacation days must be taken within six (6) months after the fiscal year ends, and in no instance shall an administrator who resigns be paid for more than 20 accrued vacation days. An administrator who retires and was deducted unused vacation days on January 1<sup>st</sup> prior to his/her retirement date, may be credited up to five (5) days of unused vacation from the previous school year to be used toward the maximum of twenty (20) days for retirement. Accrued vacation for principals who resign or retire shall be paid to the district sponsored Health Reimbursement Arrangement (HRA).

**Vacation Schedules:** A vacation plan that identifies the number of vacation days and specific dates that vacations will be taken shall be turned in by each administrator and must be mutually agreeable to the administrator and Superintendent or Superintendent's designee. If vacation days are taken when school is in session, the person taking the vacation must guarantee that the building or assignment will be covered by another administrator during the absence. These days are subject to the Superintendent's or Superintendent's designee approval.

**Section 2. Work Stoppage:** In the event of a strike or work stoppage by other groups of District employees, the administrators covered by this agreement will be on duty as administrators for the purpose of carrying out Board Policy and insuring the safety of personnel and property. Vacation and professional days for members of this Unit shall automatically be canceled during the duration of work stoppages by other groups of District employees. However, an administrator will not lose any vacation days that are canceled because of a strike or work stoppage, regardless of the duration of said strike or work stoppage. The administrator reserves the right to take vacation days while school is in session by mutual agreement of the administrator and the Superintendent. Any verified expenses

incurred or money lost due to canceling or altering of reservations, etc., shall be reimbursed by the School District.

## **ARTICLE XI GRIEVANCE PROCEDURE**

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

**Section 2. Representative:** The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such administrator.

**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 week days 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 computed 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 bears a postmark of the United States mail within the period or if copies are initialed and dated by the administrator and Superintendent upon service.

**Subd. 5. Waiver of Steps:** 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 provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of 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. An effort shall first be made to resolve an alleged grievance informally between the administrator 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 informally.

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

**Subd. 1. 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 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 appealed to the School Board, representatives of the School Board shall set a time to hear the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the School Board shall issue its decision in writing to the parties involved.

**Section 6. Denial of Grievance:** Failure by the School Board's designee, Superintendent, or School Board 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 other participant in the grievance procedure by reason of such participation.

**Section 8. Arbitration Procedures:** In the event that the employee and the School Board are unable to resolve a 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 representative if desired, 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 provisions.

**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 Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to P.E.L.R.A., provided such request is made twenty (20) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

- a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, 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 document's relation to Section 5.
- b) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subd. 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.

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided in P.E.L.R.A. 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. 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 incurred expense shall be born by the requesting 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.

**Subd. 8. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to 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 operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XII DURATION**

**Section 1. Term of Agreement:** This Agreement shall remain in full force and effect for a period commencing July 1, 2020, and ending June 30, 2022, and thereafter according to law.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the District and Association. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement, except by mutual agreement.

**ARTICLE XIII  
SIGNATURES**

IN WITNESS THEREOF, The parties have executed this Agreement as follows:


For District 877 Administrators' Association:

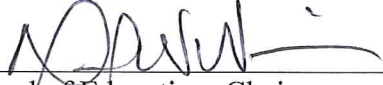
  
\_\_\_\_\_  
Administrative Negotiator

  
\_\_\_\_\_  
Administrative Negotiator

  
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Administrative Negotiator

For Independent School District 877:

  
\_\_\_\_\_  
District Negotiator

  
\_\_\_\_\_  
Board of Education, Chair

  
\_\_\_\_\_  
Board of Education, Clerk

\_\_\_\_\_  
November 23, 2020  
Date

\_\_\_\_\_  
November 23, 2020  
Date

### SCHEDULE A – 2020-21

Senior High Principal	\$148,374
Middle School Principal	\$139,268
Elementary Principal	\$133,695
Assistant Secondary Principal – High School	\$126,629
Assistant Secondary Principal - Middle School	\$125,081

**Longevity Pay:** A \$2,000 longevity step is provided annually for members of the bargaining unit with five (5) years of service in the unit prior to the beginning of the school year. A \$3,000 longevity step is provided annually for members of the bargaining unit with ten (10) years of service in the bargaining unit prior to the beginning of the school year. A \$4,000 longevity step is provided annually for members of the bargaining unit with fifteen (15) years of service in the unit prior to the beginning of the school year. A \$5,000 longevity step is provided annually for members of the bargaining unit with twenty (20) years of service in the unit prior to the beginning of the school year. To be eligible for a year of service for longevity pay, the administrator must be hired on or before January 1<sup>st</sup>.

### SCHEDULE B - 2021-22

Senior High Principal	\$150,971
Middle School Principal	\$141,705
Elementary Principal	\$136,035
Assistant Secondary Principal – High School	\$128,845
Assistant Secondary Principal – Middle School	\$127,270

**Longevity Pay:** A \$2,000 longevity step is provided annually for members of the bargaining unit with five (5) years of service in the unit prior to the beginning of the school year. A \$3,000 longevity step is provided annually for members of the bargaining unit with ten (10) years of service in the bargaining unit prior to the beginning of the school year. A \$4,000 longevity step is provided annually for members of the bargaining unit with fifteen (15) years of service in the unit prior to the beginning of the school year. A \$5,000 longevity step is provided annually for members of the bargaining unit with twenty (20) years of service in the unit prior to the beginning of the school year. To be eligible for a year of service for longevity pay, the administrator must be hired on or before January 1<sup>st</sup>.