

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #192

Farmington, Minnesota

and the

FARMINGTON PRINCIPALS ASSOCIATION

Representing the

**Principals and Assistant Principals
in the School District**

Effective

July 1, 2022 through June 30, 2024

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the Farmington Public Schools, Independent School District No. 192, Farmington, Minnesota, and the Farmington Principal's Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended to provide the terms and conditions of employment for principals during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Farmington Principals Association as the exclusive representative of principals employed by the School Board of District No. 192. The Principals Association shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the principals and assistant principals of Independent School District No. 192, Farmington, Minnesota, 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 therefor 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 a school district. "Terms and conditions of employment" is subject to the provision of P.E.L.R.A.

Section 2. Principal: The term "principal shall mean all persons 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 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 14 hours per week or 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 30 working days in any calendar year, emergency employees and all other employees.

Section 3. School Board or School District: For purposes of this Agreement, the terms "School Board" or "School District" shall mean the Farmington Public Schools, Independent School District No. 192, Farmington, Minnesota, its School Board or designated representative of the School Board.

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 among the positions. Reference to "employee" in this Agreement shall mean a member of the principal's bargaining unit.

Section 5. Other Terms: Other terms not specifically defined herein shall have the meanings given them under P.E.L.R.A.

Section 6. Principals Association: For purposes of the Agreement, the term "Principals Association" shall mean the Farmington Principals Association or its designated representative.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School 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. Evaluation: All members of the unit shall be evaluated by the Superintendent or appropriately licensed designee at least once per school year. Employees shall be given an opportunity to read and sign all evaluations generated within the District before they are entered in the permanent file. An employee may attach a signed explanation or rebuttal to any materials and such documents shall become a part of the individual file.

Section 4. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all 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 the state and federal governmental agencies. Any provisions 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 5. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and 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

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean any dispute or disagreement as to the interpretation or application on any provisions of this Agreement.

Section 2. Representative: The employee may be represented during any step of this procedure by the Principals Association. The school district may be represented during any step of this procedure by its designated representative.

Section 3. Definitions and Interpretations:

Sub. 1. Days: Reference to "days" regarding time periods in these procedures shall refer to working days. A working day is defined as all days, excluding Saturdays, Sundays and holidays, as defined by law.

Sub. 2. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Sub. 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.

Sub. 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 time period.

Section 4. Time Limitations: Grievances will not be valid for consideration unless the grievance is submitted within 15 days of the date the grievance arose. Failure to file any grievance within such period shall be deemed a waiver thereof. In the event that a principal believes there is a basis for a grievance, the principal shall first discuss the alleged grievance with the Superintendent. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievance: The School Board 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:

Sub. 1. Level I: If the grievance is not resolved through informal discussions, the Superintendent shall meet with the principal within five days after receipt of the written grievance. Within five days after the meeting, the Superintendent shall issue a decision in writing to the principal involved.

Sub. 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, which meeting shall take place within 15 days after the receipt of the appeal. Within 10 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. 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.

Sub. 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 10 days following the decision in Level II of the grievance procedures.

Sub. 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.

Sub. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179A.21, Sub. 2, providing such request is made within ten days after request for arbitration. The request shall ask that the appointment be made within ten days after the receipt of said request. If the parties fail to agree upon an arbitrator from the Bureau of Mediation Services within the time periods provided herein, it shall constitute a waiver of grievance.

Sub. 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.

Sub. 5. Decision: The decision by the arbitrator shall be rendered within ten days after the close of the hearing. Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties, subject, however, to the limitations as provided in the P.E.L.R.A. of 1971, as amended. The arbitrator cannot add to, delete, or modify the Agreement in any way and their decision shall be confined to the written grievance only.

Sub. 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, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording shall be paid by the requesting party.

Sub. 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 matter 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.

Section 7. 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 the Agreement or to enforce the award of an arbitrator.

ARTICLE VI

GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law. However, the coverage shall not be less than set forth in the existing policy.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Effective July 1, 2015, the school district shall contribute on an annual basis a total sum of \$6,450.00 toward the total health and hospitalization insurance premium for those principals who qualify for and are enrolled in the school district's single group health and hospitalization insurance plan. Effective July 1, 2015, the school district shall contribute on an annual basis the sum of \$13,624.00 toward the total health and hospitalization insurance premium for those principals who qualify for and are enrolled in the school district's single plus one (1) group health and hospitalization insurance plan. Effective July 1, 2015, the school district shall contribute on an annual basis the sum of \$21,683.00 toward the total health and hospitalization insurance premium for those principals who qualify for and are enrolled in the school district's family group health and hospitalization insurance plan. Any additional cost of the premium(s) and deductibles shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2017, active principals and eligible future retired principals are only eligible to participate in the high deductible health insurance plan (Plan C). Active principals who are enrolled in the high deductible health insurance plan (Plan C) have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the Health Savings Account Plan with the District.

Effective July 1, 2017, active principals enrolled in the district's high deductible health insurance plan, and who are not covered by a medical flexible spending account in the same insurance plan year, will receive an annual district contribution into the Health Savings Account plan in the amount indicated in the chart below based on their level of enrollment. Part time principals will receive a pro-rata contribution. Principals hired for less than a contract year who enroll in the high deductible plan will receive a pro-rata contribution.

Single	\$1,800.00
Two party	\$3,425.00
Family	\$3,425.00

The contribution will be made on each July 15. Principals who receive a health savings account contribution for the year and who have a resignation/retirement date on or between July 1 and August 31 will reimburse the school district pro-rata for the contribution for the percent of the year for which they are not employed. Such reimbursement will be made as a reduction in the principals' transition pay, vacation payout, or last salary check. Principals who provide approved documentation that he/she received a preventive health insurance examination with age appropriate screenings in the previous calendar year, will receive an additional \$200 contribution into his/her Health Savings Account Plan on the following January 15.

The principal is responsible for the monthly administrative expenses of their health savings account plan with the district.

Sub. 2. Combined Insurance Contributions: This subdivision, commencing July 1, 2008, shall apply to members of the bargaining group covered by this working agreement whose spouse is also employed by the district.

The district shall allow, upon the married employee's request, the combination of one family contribution and one single contribution toward the premium cost of family insurance. The district's total contribution shall not exceed the sum of the family and single contribution as defined in each employee's respective working agreement.

The district shall allow upon the married employees' request, the combination of two single contributions toward the premium cost of the 2-party insurance. The district's total contribution shall not exceed the sum of the two single contributions.

Eligible principals who retire after July 1, 2007 and their spouse may participate only in the high deductible health insurance plan (Plan C) until eligible for Medicare at their own expense. A principal hired after July 1, 2009, or those hired prior to that date who irrevocably elected a health reimbursement contribution in lieu of retiree insurance, who has completed one full year of employment and who is

eligible for health insurance coverage will receive \$4,500.00 annually into a district sponsored post retirement health reimbursement account for the 2022-2023 and 2023-2024 fiscal years. Effective January 1, 2014, reimbursement from the Post Retirement Health Reimbursement Account can only be made after separation from service with Independent School District #192.

Section 3. Income Protection Insurance: The school district will pay the entire premium for long term disability for all full-time principals of the school district for income protection coverage.

Section 4. Life Insurance: Effective the first day of employment, the school district shall provide and pay the total cost of term life insurance for each full-time principal up to a maximum of \$350,000.00 plus a double indemnity rider for accidental death and dismemberment.

Section 5. Dental Insurance:

Sub. 1. Contribution: The School District shall provide principals and principals' dependents with dental coverage under the School District's group plan, at the expense of the School District.

Sub. 2 Retirement:

A full time principal who retires and who has attained the age of 50 and has ten (10) years of service shall be eligible to receive single dental insurance fully paid by the district until the district has made ten (10) annual contributions. The classification of eligible contribution toward single coverage will remain in effect during this ten (10) year period as enrolled at the time of retirement. At the end of the ten (10) year period the principal shall have the right to remain in the existing dental insurance program at their expense.

A full time principal hired prior to July 1, 2009, who retires and who has attained the age of 50 and has ten (10) years of service but who has elected not to enroll or has elected to withdraw from the district's dental insurance plan may receive the district contribution on an annual basis into the district sponsored health reimbursement arrangement.

ARTICLE VII

BASIC COMPENSATION

Section 1. Basic Compensation - Salary: The annual salary for each principal shall be determined by utilizing a compensation philosophy that establishes a salary range for each category within the principal unit. The range shall state the base-level salary and the top career level salary. The normal development path for a principal hired at the base will involve five years.

The salary for each principal hired new to the district shall be based on years of previous experience or as determined by the Superintendent or designee and the principal hired for the new position.

Criteria for establishing principal salaries are as follows:

Performance. Targeted goals and objectives will be established on July 1 of the current year, and directed under the following guidelines:

- 1). Reasonable, measurable and attainable goals in compliance with school board policy will be mutually agreed upon by the Superintendent and the individual administrator.
- 2). The superintendent and individual administrator shall meet throughout the year to monitor and assess the administrator's performance in relation to the established goals and objectives.
- 3). A written annual evaluation of the administrator's performance shall be completed by the Superintendent or appropriately licensed designee.

The salary schedule for the 2022-2024 contract is shown in Table 1 of Attachment A, which is part of this agreement.

Section 2. Method of Payment: All principals will be paid twice each month.

Section 3. Salary Withholding: The Board reserves the right to withhold salary increases as the Board shall determine, subject to the grievance procedure.

Section 4. Longevity: Longevity Pay: As of July 1, 2010, upon completion of five years of service in the district in a position covered by this agreement, a principal shall be paid an annual non-compounding payment of \$1,000.00 in addition to the applicable salary. This payment shall be received June 30th of each year the principal is eligible for said payment. For longevity purposes, employees with a bargaining unit anniversary date of July 1 to December 31 will be considered to have completed one year of service on the following June 30. Employees with an anniversary date of January 1 to June 30 will be considered to have completed one year of service on June 30 of the next calendar year following their anniversary date.

Section 5. Educational Advancement:

Sub. 1. Salary adjustments for educational advancement shall be according to Table 2 in Attachment A. Credits for educational advancement must be earned after the principal has fulfilled all requirements to be eligible for a principal's license in Minnesota. These adjustments will include an amount to be paid on an annual basis after a principal has completed a qualifying advanced degree as designated on Table 2.

Sub. 2. Effective Date: Individual contracts shall be adjusted on the last day of the contract year in which the new level of academic advancement is achieved provided a transcript of qualified courses or evidence of satisfactory completion of courses, pending receipt of a transcript, is submitted to the Superintendent's Office.

Section 6. Transitional Pay:

Sub. 1. Upon resignation a principal will be eligible for transition pay equal to three days a year for each year of full-time employment as a principal beginning with the July 1, 2002 fiscal year capped at a maximum of 30 days. Transitional pay shall not be granted to any principal who is discharged or terminated pursuant to M.S. 122a.40.

Sub. 2. The District will contribute an amount equal to 100% of the value of the transition pay (Article VII, Section 6., Subd. 1) in the manner described below:

- 50% into the employee's district sponsored health reimbursement account
- 50% into the employee's district matched 403b account.

Section 7. Deferred Compensation or Tax-Sheltered Annuity:

Sub. 1. Eligibility: All bargaining unit members employed after July 1, 1992, are eligible for matching contributions by the School District to the state of Minnesota Deferred Compensation Plan or to a qualified tax-sheltered annuity program.

Sub. 2. Terms:

A. Eligible bargaining unit members shall receive a matching contribution from District 192 on an annual basis of up to \$6,100.00 for the 2022-2023 and 2023-2024 fiscal years to a tax-sheltered annuity contract purchased from a qualified insurance company and qualified under Section 403(b) of the Internal Revenue Code.

B. Deferred compensation or tax-sheltered annuity contributions are subject to the following:

- a) The Minnesota Deferred Compensation Plan is subject to the rules specified in Minnesota Statute Section 352.96 and any other applicable statutes and regulations.
- b) The tax-sheltered annuity contract is subject to the rules specified in Minnesota Statute Section 356.24 and any other applicable statutes and regulations.
- c) District 192 shall pay its matching share of TRA and other taxes/obligations on such payments as provided by law.
- d) Eligible bargaining unit members who elect to receive matching contributions from District 192 into qualified tax-sheltered annuity contracts agree to hold District 192 harmless for any adverse tax consequences as a result of contributions to a tax-sheltered annuity contract in excess of the maximum amount allowed under the Internal Revenue Code.

C. Effective January 1, 2019, bargaining unit members may choose to participate in a Roth 403(b) or the MN Roth 457b plan. Participants agree to hold District 192 harmless for any adverse tax consequences as a result of contributions in excess of the maximum amount allowed under the Internal Revenue Code.

Section 8. Unused Vacation:

Subd. 1. A principal who resigns or retires will be reimbursed for unused vacation, at the daily rate of pay, to a maximum of twenty-five days from the previous contract year plus earned vacation from the present contract year in the manner described in Article VII, Section 8, Subd. 2.

Subd. 2. Unused vacation as described in Article VII, Section 9, Subd. 1 will be paid out in accordance with the following:

- 50% into the employee's district sponsored health reimbursement account
- 50% into the employee's district matched 403b account.

An active principal who has a balance of more than fifty (50) days of accrued but unused vacation on August 31, will automatically receive a contribution to the principal's 403b retirement account at the principal's calculated per diem rate of pay on the following September 15 check to a maximum of three (3) days of vacation over fifty (50). The vacation days that are converted will be deducted from the principal's vacation balance.

A principal who does not have a balance of more than fifty (50) days of accrued but unused vacation on August 31, may direct up to three (3) days of total vacation time to be deposited into the principal's 403b retirement account at the principal's calculated per diem rate of pay on the following September 15 check. The designated form must be received in human resources by September 1 in order to receive payment.

A principal who had a vacation balance of only 51 or 52 days on August 31, may direct an additional two (2) or one (1) vacation days respectively into the principal's 403b account under the same timelines and conditions described above, but in no event will any active principal receive more than a total of three (3) days of vacation converted to the 403(b) in any one year.

Section 9. Extra Duties:

The district recognizes that innovation and taking risks are essential to learning and would like to encourage new ideas and methods throughout the district. Additional time and effort to promote such ideas may result in additional compensation by mutual agreement between the Superintendent and Principal.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave:

Sub. 1. Earned: All full-time principals shall earn sick leave at the rate of 15 days for each year of service in the employ of the school district. Principals shall be credited with 15 days of sick leave at the beginning of the school year. Such sick leave shall accrue as follows:

1. Accrued monthly.
2. New principals shall be advanced forty-five (45) days of sick leave upon employment. They shall not accrue additional sick leave during the first three (3) years of employment as a principal.

3. Any principal who leaves the school district and uses more than the sick leave earned as of the date of departure shall pay to the school district the amount of the sick leave used in excess of the amount earned.

Sub. 2. Accrued: Unused sick leave days may accumulate with no maximum days credit.

Sub. 3. Use: Sick leave with pay shall be allowed by the School Board whenever a principal's absence is due to illness or injury which prevented his/her attendance at school and performance of duties on that day or days.

Sub. 4. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal. In the event that the sick leave days are exhausted by long term illness, upon return to work from LTD, a 20-day bank will be credited to the principal, which must then be earned.

Sub. 5. Family Illness: Sick leave shall also cover illness of a principal's husband, wife, children, step-children, father or mother, spouse's parents or a relative under the guardianship of the principal provided the illness is of a nature demanding the principal's presence. A doctor's statement may be requested to verify an absence. Up to five (5) days sick leave per occurrence may also be used for the serious illness or injury to the principal's siblings, brother-in-law or sister-in-law.

Sub. 6. Emergency Leave: A principal may be granted a leave for emergency reason. Such leave shall not be deducted from the accumulated vacation or sick leave. Emergencies which qualify for use of this leave allowance are those extraordinary situations that arise requiring the principals' attention which cannot be attended to outside of work hours and which are not covered under other provisions.

Sub. 7. Family Death: Death in the immediate family of the principal may also be included as authorized sick leave, "immediate family" for this subdivision is defined as the principal's parents, step-parents, children, step-children grandparents, grandchildren, brother, sister, spouse and spouse's parents, sister-in-law and brother-in-law. Bereavement leave for a close personal friend may be granted at the discretion of the Superintendent.

Sub. 8. Worker's Compensation: A principal who becomes injured while performing his or her duties as a principal and thus becomes eligible for benefits under worker's compensation provisions may elect to use sick leave on a pro rata basis in order to maintain the level of income earned prior to the injury. Such use of sick leave shall continue until available sick leave has been exhausted. Further, such use of sick leave shall not result in the payment of a total weekly rate of compensation that exceeds the weekly wage of the employee.

Section 2. Personal Leave:

Sub. 1. Number of Days: A full-time principal may be granted three days per year, for personal business or emergency reasons, which cannot be taken care of during non-school hours. These days are not to be deducted from any other leave category. The three days of personal leave may accumulate to five days.

Sub. 2. Notification: A written request for personal leave must be submitted to the Superintendent or designee in writing at least three days in advance, except in the event of an emergency. Such leave must receive prior approval of the Superintendent.

Sub. 3. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last day of the school year.

Section 3. Jury Duty: Leave will be granted principals who are asked to serve on jury duty. No deduction in salary will be made, but principals are required to reimburse the school district the salary received for jury duty. The principal should request "standby duty" which usually is limited to several days service, and request a time when school is not in session.

Section 4. Insurance Application: 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. General Leaves of Absence: Principals may apply for and may be granted an unpaid leave of absence subject to the sole discretion and approval of the School Board.

Section 6. Credits: A principal on leave of absence shall not accrue any sick leave credit while on such leave.

Section 7. Child Care Leave:

Sub. 1. A childcare leave shall be granted by the school district subject to the provisions of this section. Childcare leave shall be granted because of the need to prepare and provide parental care for a newborn child of the principal for an extended period of time.

Sub. 2. A principal making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. If a principal elects to utilize sick leave during the period of disability, the principal must submit the pregnancy disability form at least thirty (30) days prior to the expected delivery date. The sick leave must be taken prior to the implementation of the childcare leave provided by this section.

Sub. 3. If the reason for the childcare leave is occasioned by pregnancy, a principal may elect to utilize sick leave during the period of the principal's disability pursuant to the sick leave provisions of this Agreement. A pregnant principal will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Sub. 4. After consultation with the principal, the school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Sub. 5. In making a determination concerning the commencement and duration of a child care leave, including sick leave for the period of disability, the School Board shall not in any event be required to:

- A. Grant any leave more that twelve (12) months in duration.
- B. Permit the principal to return to his/her employment prior to the date designated in the request for childcare leave.

Sub. 6. A principal returning from childcare leave shall be reemployed in a position for which the principal is licensed unless previously discharged or placed on unrequested leave.

Sub. 7. Failure of the principal to return pursuant to the date determined under this section shall constitute grounds for termination in the school district unless the District and the principal mutually agree to an extension of the leave.

Sub. 8. The parties agree that the applicable periods of probation for principals as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate the principal's performance. The parties agree, therefore, that period of time for which the principal is on child care leave shall not be counted in determining the completion of the probationary period.

Sub. 9. A principal who returns from childcare 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 principal shall accrue additional experience credit or leave time provided at least half of the number of principal duty days of continuous teaching service take place during the school year of the leave.

Sub. 10. A principal on child care 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 principal wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the district pursuant to this section.

Sub. 11. Leave under this section shall be without pay or fringe benefits.

Section 8. Adoption Leave:

Sub. 1. The school district shall grant an adoption leave to any principal who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried principals regardless of sex.

Sub. 2. Upon learning of the actual date of home placement, the principal shall submit a written application for adoption leave to the school district, including commencement date and return date. Adoption leave will commence at the date of home placement, and may be for a period of up to one year, as mutually agreed upon between the principal and the district prior to such leave.

Sub. 3. The principal returning from adoption leave shall be reemployed in a position for which the principal was qualified prior to the leave, providing the principal returns on the date designated on the request for leave which was approved by the school district.

Sub. 4. The provisions of Article VIII, Section 8, subs. 7, 8, 9, 10 and 11 shall apply.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

Section 1. Professional Development: A member of this unit has the opportunity to attend one national professional conference or convention every other year, or other prior approved professional development activity, and one state professional conference or convention every year subject to the approval of the Superintendent:

Section 1. Tuition Reimbursement: A principal may request reimbursement not to exceed \$2,250.00 total expense to the district per year, for college courses which are directly related to his/her area of responsibility and which have been approved in advance by the Superintendent.

Section 2. Prior Approval: All credits, in order to be considered for salary movement, first must be approved by the Superintendent prior to the taking of the course.

Section 3. Germane: Courses to be considered for salary movement must be graduate courses germane to the current principal's assignment.

Section 4. Professional Dues: The school district will continue to pay principals professional dues to Minnesota Association of Secondary School Principals, National Association of Secondary School Principals for secondary principals, National Middle School Association, Minnesota Association of Elementary School Principals, Minnesota Board of School Administrators and the National Association of Elementary School Principals for elementary principals.

Section 5. Members may purchase technology, to further their professional development and/or enhance job performance, not to exceed \$700 during the two-year term of this contract subject to appropriate IRS codes and approval of the Superintendent. All technology must be compatible with District Systems.

ARTICLE X

DUTY YEAR

Section 1. Duty Days:

Sub. 1. The school district shall establish the calendar and principals' duty days for each school year, and the principals shall perform services on such 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 as determined to conduct school.

Subd. 2. A principal working 255 to 260 days shall earn twenty-five (25) working days of annual paid vacation. A principal working 235 days shall earn ten (10) working days of annual paid vacation. A principal working 225 days shall earn five (5) working days of annual paid vacation. In accordance with Article VII Section 8, a full-time principal who resigns or retires will be reimbursed for unused vacation, at the daily rate of pay, to a maximum of twenty-five (25) days from the previous contract year plus earned vacation for the present contract year.

Subd. 3. Holidays: The following ten (10) or eleven (11) days shall be paid holidays for principals:

1 Day Preceding New Year's Day	Thanksgiving Day
New Years' Day	Day After Thanksgiving
Good Friday	December 24
Memorial Day	Christmas Day
Independence Day (principals working 255-260 days)	President's Day (only if designated a holiday by the School Board)
Labor Day	

The School Board or designee shall identify Friday or Monday as a paid day off of work for years in which any Holiday listed above falls on a Saturday or Sunday. Holidays may be considered a float holiday upon receipt of prior approval from the Superintendent or designee. The principal may elect another non-student contact day up to one week prior to the holiday or up to one week after the holiday in exchange for working the designated holiday.

Sub. 3. Non-Duty Days: Unless otherwise approved, all non-duty time to which a principal is entitled for a given contractual year shall be taken by the following August 31.

Sub. 4. School Closings: 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 or its designated representative shall determine.

ARTICLE XI

PRINCIPAL AND ASSOCIATION RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of 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.

Section 2. Right to Join: Principals shall have the right to form and join organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal installments.

Section 5. Personnel Files: All evaluations and files generated within the school district relating to each individual principal shall be available during regular school business hours to each individual principal upon written request. The principal shall have the right to reproduce any of the contents of the files at the principal's expense and to submit for inclusion in the file written information in response to any material contained thereon. The school district may destroy such files as provided by law.

Section 6. Association Leave: At the beginning of every school year, the Principals Association shall be credited with two days to be used by principals who are officers or agents of the Principals Association. Such leave shall be with pay and shall be used as authorized by the Principals Association President. The Principals Association agrees to notify the Superintendent at least 48 hours prior to the date for intended use of such leave.

Section 7. Meet and Confer: The exclusive representative shall meet and confer with the School Board or its representative(s) pursuant to M.S. 179A.06, Sub. 4, and M.S. 179.A.07, Sub. 3, and M.S. 179A.08, Sub. 2. Meet and confer is defined in M.S. 179.03, Sub. 10.

ARTICLE XII

SABBATICAL LEAVE

Section 1. A maximum of one member of the appropriate unit may be eligible for sabbatical leave in any one year.

Section 2. The applicant must have a minimum of seven (7) years of experience as a member of the appropriate unit in Independent School District No. 192.

Section 3. Sabbatical leave may be granted for the purpose of acquiring further academic training toward an advanced degree in the subject matter field and/or advanced work pertinent to the position held by the applicant in the school district.

Section 4. No applicant may be granted more than one sabbatical leave.

Section 5. All applications must be submitted to the Superintendent no later than March 1 preceding the school year during which leave is requested. The approval or non-approval of a sabbatical leave shall be at the sole and exclusive discretion of the School Board.

Section 6. An applicant on sabbatical leave may take up to four and one-half (4 1/2) months (one quarter or one semester) and receive 100% pay during that period, or may receive 60 percent of his/her monthly salary for a nine month period of the current year. Any remainder of the contract will be paid at a regular scale.

Section 7. When sabbatical leave is granted, the applicant must agree to return for a period of at least one year to the position occupied prior to the leave. If the applicant chooses not to return to the school district, or upon return does not complete the one-year requirement, the total amount of all remuneration must be repaid to the school district.

ARTICLE XIII

UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122a.40 as it relates to unrequested leave of absence.

Section 2. Seniority Date. Principals shall have a seniority date in the principals' bargaining unit based upon the continuous and unbroken employment as a licensed principal commencing with the first day of actual service as a licensed school principal in Independent school District 192 excluding probationary principals. Ties shall be broken by the employee with the lower license file folder number with the Minnesota Department of Education being more senior. Individuals transferring between positions within this bargaining unit shall maintain their earliest, unbroken seniority date within the unit.

Section 3. Unrequested Leave of Absence: In the event a principal must be reassigned or placed on layoff because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, the provisions of Minnesota Statutes Sec. 122A.40 will apply. In no case may a principal bump a more senior principal or assistant principal.

In the event an assistant principal must be reassigned or placed on layoff because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, the least senior assistant principal(s) (without regard to grade level of assignment or number of contract days) shall be impacted. Any reassignment will strive to assign the assistant principal to a position with an annual salary closest to the salary of the position formerly held to the extent the seniority date would allow. In no case may an assistant principal bump into a principal position regardless of seniority.

ARTICLE XIV

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971 and until a new Agreement has been reached. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give notice of such intent no later than April 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the principals of the district. The provisions herein relating to the 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 contract term whether 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 provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For:

FARMINGTON PRINCIPALS ASSOCIATION

President

Chief Principal Negotiator

For:

INDEPENDENT SCHOOL DISTRICT #192

Chairperson

Clerk

Dated this 5th day of June, 2023

Dated this 5th day of June, 2023.

ATTACHMENT A – Table 1

<u>2022-2023 schedule – salaries reflect a work year as noted.</u>	step 1	step 2	step 3	step 4	step 5
High school principal - 260 days	141,130	143,710	146,289	148,867	151,445
Middle school principal – 260 days	134,414	136,991	139,570	142,149	144,727
Elementary school principal – 255 days	128,502	131,030	133,556	136,084	138,612
High school assistant principal – 255 days	125,196	127,469	129,745	132,021	134,296
Middle school assistant principal – 255 days	119,270	121,543	123,818	126,093	128,368
High school assistant principal – 235 days	113,706	115,760	117,816	119,874	121,930
Elementary assistant principal – 225 days	103,846	105,714	107,585	109,452	111,323

<u>2023-2024 schedule – salaries reflect a work year as noted.</u>	step 1	step 2	step 3	step 4	step 5
High school principal - 260 days	143,953	146,584	149,215	151,844	154,474
Middle school principal – 260 days	137,102	139,731	142,361	144,992	147,622
Elementary school principal – 255 days	131,072	133,651	136,227	138,806	141,384
High school assistant principal – 255 days	127,700	130,018	132,340	134,661	136,982
Middle school assistant principal – 255 days	121,655	123,974	126,294	128,615	130,935
High school assistant principal – 235 days	115,980	118,075	120,172	122,271	124,369
Elementary assistant principal – 225 days	105,923	107,828	109,737	111,641	113,549

ATTACHMENT A – Table 2

<p><u>EDUCATIONAL ADVANCEMENT ANNUAL PAY</u> Upon Verification with Official Transcript, Divided equally among paychecks (pro-rated after July 1) Ph.D., Ed. D. \$2,000</p>

LETTER OF UNDERSTANDING – RETIREMENT

This agreement is entered into by and between Farmington Principals Association and Independent School District 192 as follows:

Whereas the Farmington Principals Association and the school district have sunset the language for principals hired prior to July 1, 2008 who are eligible for an HRA contribution in lieu of health and hospitalization insurance benefits (only one principal still qualifies) and have sunset language for principals hired before July 1, 2004 who are eligible for an HRA contribution in lieu of dental insurance benefits (only one principal still qualifies), the provisions of the language that applies only to that one (1) still active principal are detailed below in this letter of understanding:

HRA in lieu of health insurance:

If a principal hired prior to July 1, 2008, chooses not to participate in any of the school district health and hospitalization insurance plans, the school district shall contribute on an annual basis a total sum of \$7,250.00 for the 2020-2021 and 2021-2022 contract years into a district sponsored health reimbursement arrangement for the principal.

HRA in lieu of dental insurance:

If a principal hired prior to July 1, 2004, chooses not to participate in the school district dental insurance plan, then a contribution consistent with the district's contribution made toward the principal will be added to the district sponsored health reimbursement account on an annual basis for the 2020-2021 and 2021-2022 contract years.

Retirement health insurance:

A full time principal hired prior to July 1, 2009, who retires and who has attained the age of 50 and has ten (10) years of service and who has not irrevocably elected an annual health reimbursement account contribution in lieu of retiree insurance shall be eligible to receive single or two-party medical insurance fully paid by the district until the district has made ten (10) annual contributions. The eligible principal who retires may participate only in the high deductible health insurance plan (Plan C) until eligible for Medicare. The classification of eligible contributions towards coverage (single or two-party) shall remain in effect during this ten (10) year period as declared at the time of retirement. At the end of the ten (10) year period, the principal shall have the right to remain in the group health and hospitalization insurance program at their expense. The principal who is retired and on the district health insurance Plan A on July 1, 2017 may continue to participate in any of the health insurance plans that remain available to other employees in the district until eligible for Medicare.

Once the retiree and/or the retiree's spouse is eligible for Medicare, the district contribution will only be made toward the district's Medicare compatible insurance plan for that Medicare eligible participant.

Retirees are not eligible to contribute to the district's health savings account plan nor will they receive the district health savings account contribution.

A full time principal hired prior to July 1, 2009, who retires and who has attained the age of 50 and has ten (10) years of service and who has not irrevocably elected an annual health reimbursement account contribution in lieu of retiree insurance but who has elected not to enroll or has elected to withdraw from the district's health insurance plan may receive the equivalent of the district contribution towards single or two-party insurance coverage (based on the retiree's insurance eligibility status) into the district sponsored health reimbursement arrangement on an annual basis for the ten (10) year period.

IN WITNESS HEREOF, the parties have executed this agreement as follows:

For Farmington Principals Association

For Independent School District 192

President

Director of Human Resources

Negotiator

Dated this 5th day of June 2023.

Dated this 5th day of June 2023.