

MASTER CONTRACT
INDEPENDENT SCHOOL DISTRICT NO. 51 and
ADMINISTRATORS

2021-2023

ARTICLE I
STATEMENT OF PURPOSE

The Administrators of Independent School District No. 51, Foley, Minnesota shall perform such duties as outlined in their individual job descriptions on file in the Superintendent's office. In addition, the Administrators shall perform any and all other duties as directed by the Superintendent and/or School District.

ARTICLE II
DEFINITIONS

- 2.1 P.E.L.R.A. of 1971 shall mean the Public Employment Labor Relations Act of 1971, as amended.
- 2.2 Superintendent shall mean the Superintendent of Schools of Independent School District No. 51 or a designated representative.
- 2.3 School Board shall mean the School Board of Independent School District No. 51 or its designated representative.
- 2.4 Principal shall mean management personnel covered by this Agreement.
- 2.5 Association shall mean the Foley Principals Association or its designated representative.
- 2.6 Parties shall mean the District and the Association.
- 2.7 Other Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE III
RECOGNITION

- 3.1 Appropriate Unit In accordance with the P.E.L.R.A. the District recognizes the Association as the exclusive bargaining representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services.
"All employees of Foley Independent School District No. 51, Foley, Minnesota, who are certified by the State Department of Education as Principals who are employed in the capacity of a Principal"
- 3.2 Job Classifications Job classifications agreed by the District and the Association to be included within the bargaining unit and covered by this Agreement are:

Senior High Principal
Intermediate School Principal

Elementary Principal

- 3.3 Bargaining Unit Dispute In the event of a dispute between the District and the Association as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Mediation Services in accordance with the P.E.L.R.A.

ARTICLE IV PROFESSIONAL RESPONSIBILITIES OF ADMINISTRATORS

- 4.1 It shall be the responsibility of all administrators covered by this agreement to discharge their responsibilities to the school district, the faculty and students of the school system according to the job specifications for each administrator's position, and in a manner which exemplifies the fullest professional concern for the clientele and educational program of the school district. The Board of Education shall expect each principal to meet with the superintendent to set written goals annually prior to the start of the school year and to make progress toward the achievement of those goals.
- 4.2 It shall be the responsibility of all administrators to be informed on school district affairs so that the district shall have the benefit of professional recommendations concerning the decisions that must be made. To this end, the administrators shall be supplied with financial reports indicating budget, expenditure, encumbrance status of their area of responsibility, the total district agendas, minutes of the School Board meetings, and special reports.
- 4.3 The school district shall expect the administrators to make recommendations concerning policies, implementing decisions, and problem areas.
- 4.4 The school district shall expect the administrators to be up to date on the knowledge and technology of the profession. To facilitate this, the School District will:
- (a) Provide time and funds for the administrators' meals, lodging, and transportation to attend the appropriate local, state, and national meetings and workshops of their associations and of other agencies and groups with approval of the superintendent. Administrators may be allowed to attend the national convention of their organization with school district authorization not to exceed (number of years of service)/3 rounded to the nearest whole number.
 - (b) All State and National dues will be paid by Independent School District #051.
 - (c) Annual assessments for the Minnesota Board of Administrators will be paid by Independent School District #051.
- 4.5 Each Principal is assigned two curricular areas per year to facilitate and each Principal is paid \$3,000 per year for the facilitation of the two curricular areas. Should a curricular area be facilitated by someone else or not needed, the Principal's stipend shall be reduced proportionally. For example, if someone else facilitates the science curriculum team, the Principal facilitating the science curriculum team shall have their annual stipend reduced by 50%. Should two curricular areas be facilitated by someone else or not needed, and both

curricular areas are the responsibility of one Principal, the annual stipend for that Principal shall be reduced by 100%.

ARTICLE V ASSOCIATION RIGHTS

- 5.1 Use of Facilities: The Association shall have the right to use District buildings before or after hours for meetings, scheduling such use with the Superintendent, provided that this shall not interfere or interrupt school operations. Expenses incident to the meeting shall be borne by the Association in accordance with District policy.
- 5.2 Association Representatives: Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to Association business with District personnel on campus at all reasonable times, at the discretion of the Superintendent, provided that this shall not interfere with or interrupt normal operations.
- 5.3 Personnel Files: Principals shall have the right to review their individual personnel file in accordance with applicable Minnesota statutes.
- 5.4 Meet and Confer: The Association has the right on an annual basis to request two meet and confer meetings with the School Board.

ARTICLE VI DISTRICT RIGHTS

- 6.1 School District's Managerial Rights: A public employer 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 functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel.
- 6.2 School District Responsibilities: The laws of the State of Minnesota have vested in the school board the full authority and power to manage, control, and direct the operation of the school district and to adopt, modify, or repeal policies, rules, and regulation for the school district. All such authority and power of the school district shall continue unimpaired, except as limited by specific provisions of the contract and applicable state and federal laws.

ARTICLE VII DUTY YEAR

- 7.1 Normal Duty Year: The normal duty year for all principals and assistant principals shall be considered as 260 days subject to the other provisions of this article.
- 7.2 Specific Duty Year: The specific duty days during the calendar period July 1 through June 30 shall be established by individual principals and subject to the approval of the Superintendent.
- 7.3 Holiday Observance: Fourteen days during the period July 1 through June 30 shall be designated as holidays. A holiday shall be defined as a paid day on which a Principal shall not be scheduled to perform job duties and responsibilities. The calendar days on which the holidays are observed shall be as follows:

New Year's Day
Good Friday
Fourth of July
Thanksgiving
Friday after Thanksgiving
Three (3) Floating Holidays

Presidents Day
Memorial Day
Labor Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

7.4 Vacation Flexibility:

7.4.1. 23 Vacation days will be granted to the administrators and taken at the convenience of the school district and prior approval of the superintendent. Vacation days not used during the contract year will be accumulated up to a total of 46 days

7.4.2 **Principals** who retire/resign their position will receive vacation pay at their daily rate for unused vacation cumulative to no more than 30 days.

7.4.3 Daily Rate: In applying provisions, an administrator's daily rate of pay shall be the basic daily rate at the time of retirement as provided by the contract of the administrators for the year completed just prior to the retirement. The formula for arriving at daily rate of pay shall be to divide the annual salary by 240.

7.4.4 A maximum of 4 vacation days may be taken on student contact or teacher in-service days.

7.4.5. If the administrator is over the max of 46 accumulated vacation days on June 30 the administrator will be paid up to 12 days at their daily rate on the July 15th payroll.

7.5 Management Commitment: The District and the Association concur that the management nature of the duties and responsibilities of Principals covered by this agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities.

ARTICLE VIII
PERFORMANCE-BASED COMPENSATION

8.1 Principals shall receive an annual salary as determined in sections 8.1.1 through 8.1.2:

8.1.1 Each principal's salary shall be determined by multiplying the highest base teacher salary for the current contract year by an administrative factor of 1.25.

8.1.2 Each principal shall receive a salary determined by multiplying the dollar amount established in section 8.1.1 times a responsibility factor. The responsibility factors are the following:

Senior High Principal	1.25
Middle School Principal	1.25
Elementary Principal	1.25

8.2 Entry Level Pay:

Principals with prior experience as a lead Principal in the state of Minnesota will enter the contract according to the provisions in section 8.1. Should the principal (not having prior experience as a lead Principal) need a one year probationary period, they will be

compensated at a responsibility factor of:
Year 1 1.15%

Should the principal (not having prior experience as a lead Principal) need a three year probationary period, they will be compensated at a responsibility factor of:

Year 1 1.15%
Year 2 1.20%
Year 3 1.25%

- 8.3 Longevity Pay: To recognize long-term service as a principal in the Foley School District, longevity pay is added to the principal's salary. **Longevity pay additions are:**

Beginning with the 3rd year of service:	\$2,000
Beginning with the 6th year of service:	\$3,000
Beginning with the 9th year of service:	\$4,000
Beginning with the 12th year of service:	\$5,000
Beginning with the 15th year of service:	\$6,000

8.4 Insurance:

8.4.1 Health/Hospitalization: The School District shall, for the Principals and their dependents pay up to \$21,577 for 2021-22 and \$21,877 for 2022-23 toward the group health/hospitalization insurance plans, either single or family as determined by the principals. The difference in actual cost and agreed upon dollar amount will be a contribution monthly to HSA/VEBA Account up to allowable limits.

8.4.2 Dental: The School District shall provide for principals and their dependents group dental insurance.

8.4.3 Long-term Disability: The district shall pay for a long-term disability program for the administrators.

8.4.4 Liability Insurance: The School District shall carry a general liability policy as required by Minnesota Statutes, but in an amount of not less than \$500,000 per occurrence and in addition thereto and as a rider to said liability policy, shall also carry and pay for an errors and omissions policy covering each administrator in an amount of not less than \$500,000 per occurrence.

8.4.5 Life Insurance: The district shall provide a life insurance policy for each principal valued at \$200,000.

- 8.5 Vandalism: The district will reimburse a principal's out of pocket expenses for vandalism to a personal vehicle parked on school property up to \$500.

8.6 403(b) Annuity Matching Program for principals:

8.7.1 The District's matching contribution to such program shall be in the amount set forth in Section 8.7.2, but will not exceed a lifetime contribution cap per principal of \$40,000

8.7.2 The District's annual contribution shall not exceed the principal's annual match up to \$3,750.

8.7.3 The District's annual contribution shall be made only to District approved vendors with an appropriate hold harmless letter on file with the District.

- 8.7 **For principals** in the event of retirement from the school district prior to age 65, the school district shall pay towards the group health/hospitalization insurance and full group dental insurance as set forth in 8.4.1 and 8.4.2 of this contract, either single or family as determined by the principals until age 65, or until they have qualified for Medicare, whichever is the greater benefit.

8.8.1 The district shall also pay the full premium of group term life insurance coverage for the principals which were in effect at the time of retirement, until the principal reaches age 70.

- 8.8 Supervision of Athletic Events: Events supervised in the absence of the Activities Director shall be compensated at a rate of \$80.

8.9 Principals have a \$600 annual cell phone allowance that is to be submitted via "Request for Stipend Check" and paid in one lump sum at the principal's discretion within the contract year.

ARTICLE IX COMPENSABLE LEAVE

- 9.1 Leaves: The provision of leave for administrators helps to attract and retain administrators who will continue to grow professionally, maintain their physical health and have security by:

Providing the administrator with an opportunity for continued professional growth; encouraging the administrator to take the necessary time to recuperate from illness or accident; providing a way for the administrator to arrange for absence in the case of an emergency; and cooperating with the administrator in arranging time for the performance of certain obligations or for other personal purposes that can be accomplished only during the school term.

- 9.2 Sick Leave:

9.2.1. Paid sick leave is accumulated at the rate of 16 days annually. Unused portions of sick leave may be accumulated up to 190 days. The employer will notify each administrator once each contract year as to the total number of days of sick leave accumulated. Each administrator shall be given credit and notified of his prior accumulated sick leave.

9.2.2. Sick leave with pay shall be allowed by the District whenever a principal's absence is found to have been due to the principal's illness or the illness of the principal's child or parent, when such illnesses prevent the principal's attendance at school and performance of duties on that day or days. Sick leave may be accessed for absences due to illness or injury to employee's adult child, spouse, sibling, mother in law, father in law, grandchild, parent, grandparent or stepparent.

9.2.3. The District may require a principal to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a principal for sick leave is reserved to the District.

9.2.4. In the event that a medical certificate will be required the principal will be so advised.

9.2.5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal. Whenever a principal has sick leave allowed and has exhausted his/her accrued sick leave days that time, calculated in hours, will be deducted from the principal's next pay check.

9.2.6. A principal shall be given notice of her/his total sick leave accumulation at the end of each school year.

9.3 Personal Leave: Administrators shall be granted three days of personal leave per year, cumulative to six days. Such leave may be used consecutively and may be used on student contact days. Leave will be granted after approval of the superintendent.

9.4. Short-Term Bereavement

9.4.1. A leave of absence without loss of pay not to exceed five days shall be granted for death, including a principal's child, or serious illness in the immediate family, provided however, that under very unusual circumstances the superintendent may, at his/her discretion, grant a reasonable extension of such leave of absence. A leave of absence without loss of pay not to exceed two days may be granted at the discretion of the superintendent for surgery or hospitalization of a member of the principal's immediate family.

9.4.2. The immediate family shall be defined as including the spouse, grandchildren, and the principal or spouse's father, mother, grandparents, brother, sister, daughter-in-law, son-in-law or relative residing in the same household.

9.4.3. A leave of absence without loss of pay not to exceed 5 days may be granted by the superintendent for the death of or for other emergency needs related to close relationships not addressed elsewhere in this agreement. Under very unusual circumstances the superintendent may, at his/her discretion, grant a reasonable extension of such leave of absence.

9.4.4. Such leave of absence shall be deducted from the principal's accumulated sick leave.

9.5 Worker's Compensation: An administrator receiving compensation under the Worker's Compensation Act may elect to apply accumulated sick leave credits in order to make up the difference between the Worker's Compensation payments and such administrator's salary. Deductions from the sick leave will be made on a prorated basis according to additional payments to the administrator. In no event shall the additional compensation paid to the administrator result in the total daily, weekly, or monthly compensation in excess of such administrator's salary.

9.6 Contract Year: The contract year for each administrator shall be 12 months starting July 1 through June 30.

9.7 Sabbatical Leave: Principals may request a sabbatical leave of absence in accordance with the following conditions:

- (1) Principal must have served in the district at least seven years prior to the request.
- (2) The granting of a sabbatical leave must have the recommendation of the superintendent and shall be granted at the sole discretion of the school board.
- (3) Requests for such leave must be submitted in writing to the superintendent on or before April 1st of the preceding year.
- (4) The reimbursement for sabbatical leave shall be 1/2 of the principal's salary for the year of leave.
- (5) The principal must return to the Foley School District for a minimum of two years upon completion of the sabbatical leave.
- (6) All benefits will be prorated based on 50% of the principal's salary for the year that the principal is on sabbatical leave.

9.9 Parent/Teacher Conference Leave: The principal may have an additional four hours per year of leave to be used only for parent/teacher conferences of the principal's child and only then for the period of time of the conference and the period of time necessary to travel to and from the conference.

ARTICLE X STRIKES AND WORK STOPPAGES

In the event of any strike or work stoppage in the public schools, all administrators will be required to work to carry out their duties as directed by the superintendent and/or school board.

ARTICLE XI GRIEVANCE PROCEDURE

11.1 Definitions:

11.1 Grievance is defined as a disagreement as to the interpretation or application of any term or terms of this Agreement.

11.2 Days shall be defined as calendar days.

11.2 Procedure: Grievances as defined in 11.1 shall be settled in the following manner. The steps set forth must be followed in the order listed within the time limits prescribed.

Step 1: The grievance shall be orally presented to the appropriate Superintendent with 14 days after the Principal knew or should have known of the alleged violation. No settlement in Step 1 shall be made in violation of this Agreement. If a settlement is not reached within 5 days after oral presentation to the Superintendent, the grievance shall be reduced to writing in a clear statement of the issues involved. This shall be transmitted to the School Board for handling in accordance with Step 2.

Step 2: Grievances referred to Step 2 shall be discussed between a representative of the Association and the School Board. This discussion shall take place within 10 days after the grievance has been referred to Step 2. If agreement is reached as a result of this meeting, the Superintendent shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the grievant shall, within 5 days after Step 2 meeting, notify the Superintendent in writing that the grievance is appealed to Step 3.

Step 3: The Superintendent shall establish a Step 3 meeting with the aggrieved. The Step 3 meeting shall be held within 10 days after the Principal has appealed from Step 2. The time and place for meeting under Step 3 shall be at the discretion of the Superintendent. The Superintendent shall prepare a report of the meeting, together with a written disposition of the matter and forward copies thereof to the Principal within 10 days after the Step 3 meeting. If settlement is not reached in Step 3 within 5 days of the date of the disposition, the grievant may request arbitration.

Step 4: Arbitration: In cases referred to Step 4 the parties shall attempt to agree on an arbitrator. If agreement is not reached within 10 days, either party may petition the Public Employment Labor Relations Board for assistance under the rules of the P.E.R.B. The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure and make all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement and shall only rule on those cases that apply to the definition of a grievance as described in this Article. The decision of the arbitrator, if within the scope of the arbitrator, shall be binding on both parties within the limitation of the PELRA. The expense and fees of the arbitrator shall be borne jointly by the District and the Association.

- 11.3 Rules: Any loss of time by a Principal or a representative to attend Step 4 of the grievance procedure shall not be compensated. The number of days indicated at each step of the grievance procedure shall be considered as a maximum. Any time limit may be extended by mutual written consent. The failure of an aggrieved Principal to proceed from one step of the grievance to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the District to communicate a decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step of the grievance procedure. Grievance cases shall be as confidential as possible.

ARTICLE XII UNREQUESTED LEAVE OF ABSENCE

- 12.1 In the event it is necessary for the District to reduce the number of Principals covered by this Agreement, the work force shall be reduced by the following process:

1. Seniority Date: The seniority dates for new principals shall be the first day of service in the bargaining unit.

2. Unit Service: Principals shall be allowed to count only service as a unit member for purposes of placement on unrequested leave of absence from a principal's unit position. Service in other non-units within the district cannot be counted for purposes of bumping another unit member. Principals retain all other rights under Minnesota Statutes 122A.40.

3. Ties: The following criteria shall be used to break seniority ties in the placement of principals:

- 1) Initial date of service in the District as a licensed teacher or other licensed professional.
- 2) Earliest/lowest Professional Educator Licensing and Standards Board (PELSB) file folder number.

4. Placement on Unrequested Leave of Absence

Subd. 1. General. The District may place principals and/or assistant principals on unrequested leave of absence, without pay or fringe benefits at the close of the school year. The District agrees to consult with the Association regarding proposed alternatives to unrequested leave of absence situations, provided such consultation does not result in delay.

Subd. 2. Method. The District will place the least senior principal within a category on unrequested leave of absence. All unit members will be assigned a category. The categories are: Senior High Principal, Middle School Principal, Elementary Principal. Nothing in this language allows a principal to receive a promotion during the unrequested leave process. Principals may not assert a seniority right into a position that is promotional. Principals may assert a seniority right into a position that is not promotional.

Nothing in this section limits the rights of a Principal placed on unrequested leave of absence to assert statutory rights into a licensed teaching position.

5. Reinstatement

Subd. 1. Recall. Principals will be recalled from an unrequested leave of absence to available positions for which they are licensed. Principals cannot assert a reinstatement right to a promotional position. The principal with the highest seniority date will be reinstated first.

Subd. 2. No appointment of a new principal will be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy.

Subd. 3. Notification will be by certified mail to the principal's last known address and to the principals email address. In the event a principal declines a principal position or fails to notify the District in writing of the principals' intentions within fifteen (15) days of the date of notification, the principal is removed from the recall list. A principal on unrequested leave of absence will provide the district with appropriate contact information annually for purposes of notification in this section.

Subd. 4 The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three years from the date the principal's unrequested leave of absence began or until the principal fails to respond within fifteen (15) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first. The three year reinstatement period ends on the first day teachers return to duty for the commencement of the third school year following the principal's placement on unrequested leave.

Subd. 5. Principals proposed for unrequested leave shall be assigned to available teaching positions for which they are licensed.

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

ADMINISTRATORS

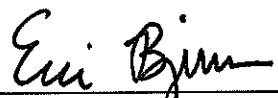
IND. SCHOOL DISTRICT NO. 51



Elementary Principal




Chairperson of the Board



Intermediate Principal



Clerk of the Board



High School Principal

5-10-2022

Date

5-16-22

Date

In Addition to this agreement, both parties agree to the following the duration of this contract: Should Foley Public Schools be accepted into the Alternative Compensation program for teachers by MDE, both parties agree to bargain the compensation implications for principals based on the job requirements for principals to successfully implement the Alternative Compensation program.