

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

Effective dates: July 1, 2022 through June 30, 2024

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ARTICLE I

Purpose

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

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

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

ARTICLE II

Assorted Provisions

Section 1. Basic Work Year. The positions covered by this Agreement are full-time positions with exempt status under the Fair Labor Standards Act. The duty year for the positions covered by this Agreement is twelve months in length and corresponds to the school year (July 1 to June 30). The number of duty days for each position is specified below. The listed number of duty days does not include personal days.

Assistant Principal Grades K-6: 215 duty days
Principal Grades K-3: 215 duty days
Principal Grades 4-6: 220 duty days
Assistant High School Principal (Grades 7-12): 215 duty days
High School Principal (Grades 7-12): 225 duty days

Principals and assistant principals must work on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. Principals and assistant principals must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Grievance Procedure: The District and the Association desire that each employee have a means by which grievances may be given timely, fair and continued consideration until resolved. A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement and all disciplinary actions. Unless otherwise modified

herein, all terms shall be defined as provided in the procedure promulgated by the Bureau of Mediation Services. The parties agree that all notices and submissions in this article may be made by email (electronic filing).

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

Step 1:

The employee will informally discuss the grievance with the Superintendent.

Step 2:

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

Step 3:

If the grievance is not resolved in Step 2, the grievant or the grievant's representative may refer the matter to arbitration. Any request for arbitration shall be in writing and must be received by the other party within ten (10) work days following receipt by the grievant or the grievant's representative of the District's written reply to the grievance. The District and the grievant or the grievant's representative may select a mutually acceptable arbitrator. If not able to do so, either party may request a list of five (5) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The District and the grievant or the grievant's representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The arbitrator shall not have the power to modify in

any form whatsoever any provision of this Agreement but shall make a final and binding decision. Fees and expenses of the arbitrator shall be divided equally between the District and the grievant or the grievant's representative. The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration. In the event the District does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be deemed denied and referred to the next step. The time limitations provided herein may be extended by mutual written Agreement of the District and the grievant or the grievant's representative. Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a Charge of Discrimination, including, but not limited to, those Charges of Discrimination brought under Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

Section 3. Legal Counsel: Upon the written request of a principal against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with principal's employment with the School District, the School District shall provide legal counsel in accordance with Minn. Stat 466.07.

It shall be the responsibility of the principal to bring any such complaint to the attention of the District in writing. Reimbursement for legal expense incurred before the District is so notified shall be at the discretion of the District.

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

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

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

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

ARTICLE III Compensation

Section 1. Salaries:

<u>Subd. 1. Base Salary:</u>	2022-23	2023-24
Assistant Principal Grades K-6 (215 days)	\$86,827	\$88,997
Principal Grades K-3 (215 days)	\$104,550	\$107,164
Principal Grades 4-6 (220 days)	\$112,750	\$115,569
Assistant High School Principal 1 (215 days)	\$87,747	\$89,941
Assistant High School Principal 2 (215 days)	\$98,674	\$101,141
High School Principal (225 days)	\$127,295	\$130,477

Salary when hired: At the time of initial employment, the base salary of a principal or assistant principal will be as agreed between the School District and employee within a prescribed range of 85% to 115% of the current administrative position base salary. The school district reserves the right to fill all positions with the person it determines to be best qualified for the position or for any other reason.

Subd. 2. Career Increments:

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

4 or more years	\$4000
8 or more years	additional \$4,000
12 or more years	additional \$4,000

Subd.3. Daily rate of pay:

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

Section 2. Extra-Curricular Supervision: A principal assigned to supervise an after school student event will receive \$59 per event. Principals will submit to the Superintendent and Business Manager the estimated number of events they anticipate supervising for the upcoming school year. The estimated number of events must be approved by the Superintendent and Business Manager each spring prior to budget development.

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

Section 4. Automobile: In lieu of mileage the principal will be compensated \$2,900 for the 2022-2023 school year and \$2,900 for the 2023-2024 school year. Assistant Principals will claim their school related mileage and submit for reimbursement at the current IRS rate.

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

Section 6. Principal Incentive: Each year High School Principal, Principal Grades K-3, and Principal Grades 4-6 will have an opportunity to earn up to an additional \$1,000.00 per year for achieving annual goals. Assistant Principals will have an opportunity to earn up to an additional \$500 per year for achieving annual goals.

High School Principal, Principal Grades 4-6 and Principal Grades K-3 will be awarded \$500 for meeting the site Q Comp goal and an additional \$500 for the district Q Comp goal. Assistant Principals will be awarded \$250 for meeting the site Q Comp goal and an additional \$250 for the district Q Comp goal. Payments will be made at the same time that Q Comp payments are distributed. In the event that Q Comp or other such program ceases to exist, the principal incentive will be added to the base salary of each principal.

Section 7. Responsibility Stipends: Stipends will be given to principals who are responsible for the following two areas: District Curriculum Coordinator - \$1,500 and District Assessment Coordinator

(DAC) - \$1,000. This stipend will be paid out on or before June 30 of each year; pro-rata for partial year worked.

Section 8. Cell Phone Stipend: In the event that the School District does not provide a School District Cell Phone Plan, the School District shall provide each Principal and Assistant Principal with a \$600 annual cell phone stipend paid through accounts payable. A copy of the monthly bill is required for documentation of the Principal's expense of his or her cell phone.

Section 9. HS Principal AD Stipend: Due to the restructuring of the Athletic Director position, which will require additional responsibilities as a result of the restructuring, the High School Principal will receive a \$5,000 annual stipend for the duration of this CBA.

ARTICLE IV

Insurance

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

1. Advantage Plan. From July 1, 2022 through June 30, 2024, the District will contribute up to \$100 per month toward the cost of the premium for single or family coverage for each full-time employee who selects PEIP's Advantage Plan. The District will not contribute any money toward the cost of any deductible under any level of PEIP's Advantage Plan.

2. Advantage Value Plan. From July 1, 2022 through June 30, 2024, the District will contribute up to \$100 per month toward the cost of the premium for single or family coverage for each full-time employee who selects PEIP's Advantage Plus Plan. The District will not contribute any money toward the cost of any deductible under any level of PEIP's Advantage Plus Plan.

3. Advantage HSA Compatible Plan. From July 1, 2022 through June 30, 2024, the District will contribute the full cost of the premium for each full-time employee who has selected single or family coverage under PEIP's Advantage HSA Compatible Plan, Level 3. In addition, for the period of July 1, 2022 through December 31, 2022, the District will contribute two thousand dollars and zero cents (\$2000.00) to the VEBA or HSA account of each full-time employee who has selected single coverage under PEIP's Advantage HSA Compatible Plan, Level 3, or four thousand dollars and zero cents (\$4000.00) to the VEBA or HSA account of each full-time employee who selected family coverage under PEIP's Advantage HSA Compatible Plan, Level 3. The District will make this payment to each employee's VEBA or HSA account in July 2022 or in the month that the CBA is approved by the School Board if the new CBA has not been approved before July 2022.

For the period of January 1, 2023 through June 30, 2023, the District will contribute two thousand dollars and zero cents (\$2,000.00) to the VEBA or HSA account of each full-time employee who has selected single coverage under PEIP's Advantage HSA Compatible Plan, Level 3, or four thousand dollars and zero cents (\$4,000.00) to the VEBA or HSA account of each full-time employee who selected family coverage under PEIP's Advantage HSA Compatible Plan, Level 3. The District will make this payment to each employee's VEBA or HSA account in January 2023.

For the period of July 1, 2023 through December 31, 2023, the District will contribute two thousand dollars and zero cents (\$2,000.00) to the VEBA or HSA account of each full-time employee who has

selected single coverage under PEIP's Advantage HSA Compatible Plan, Level 3, or four thousand dollars and zero cents (\$4,000.00) to the VEBA or HSA account of each full-time employee who selected family coverage under PEIP's Advantage HSA Compatible Plan, Level 3. The District will make this payment to each employee's VEBA or HSA account in July 2023.

For the period of January 1, 2024 through June 30, 2024, the District will contribute two thousand dollars and zero cents (\$2,000.00) to the VEBA or HSA account of each full-time employee who has selected single coverage under PEIP's Advantage HSA Compatible Plan, Level 3, or four thousand dollars and zero cents (\$4,000.00) to the VEBA or HSA account of each full-time employee who selected family coverage under PEIP's Advantage HSA Compatible Plan, Level 3. The District will make this payment to each employee's VEBA or HSA account in January 2024.

4. **Catastrophic Event.** If an employee has selected PEIP's Advantage HSA Compatible Plan, Level 3, and the employee or a covered dependent suffers a serious medical condition that would cause the employee to incur the entire cost of the deductible before June 30, 2023 or June 30, 2024, the employee may apply to the District for advance payment of the entire amount of the District's twelve-month contribution. The District will consider each request on an individual basis. An employee must not be in a disciplinary proceeding which may lead to termination to be eligible for this benefit. The District may make an advance payment for the remaining amount of the District's twelve-month contribution (July 1, 2022 to June 30, 2023 or July 1, 2023 to June 30, 2024), provided that the employee signs a VEBA/HSA Funds Reimbursement Agreement requiring the employee to repay the District a proportionate amount of the advance contribution for the twelve-month period of July 1, 2022 to June 30, 2023 or July 1, 2023 to June 30, 2024, if the employee separates from employment with the District, for any reason, before June 30 of each contract year.

5. **Separation of Employment.** If an employee selects the Advantage HSA Compatible Plan and separates from employment with the District, for any reason, before June 30, the employee must repay the District a proportionate amount of the contribution the District made to the employee's VEBA or HSA account for the twelve-month period of July 1 to June 30. The repayment will occur by payroll deduction from the employee's final paycheck. If the amount of the final paycheck is insufficient to cover the proportionate amount owed by the employee, the employee must submit a check to the District returning the amount owed within thirty calendar days. Each employee in the bargaining unit must sign a VEBA/HSA Funds Reimbursement Agreement.

6. **No Claims Against District.** The District is not guaranteeing that any particular claim will be paid or covered by insurance, or that any specific amount will be paid out under any insurance policy. The District's only obligation is to pay the amounts stated in this section. No grievance, claim, or cause of action may be brought against the District as the result of a denial of insurance benefits by the insurance carrier.

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

Principals Self, Spouse and Dependent Children

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

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

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

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

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

The School District shall match up to \$3,500 for each year of this contract.

ARTICLE V

Leaves of Absence

Section 1. Sick Leave:

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

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

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

Subd. 4. The School District may require a principal to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a principal for sick leave is reserved to the School District, based upon a reasonable interpretation of the physician's certificate or report.

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

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

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

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

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

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

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

Section 5. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to principals in the School District for the purpose of professional improvement subject to M.S. 122A.49.

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

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

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

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the superintendent of schools at the earliest possible date but in no case shall this be after January 1st of the year preceding the school year in which the leave is sought. The

principal applying for leave shall be notified of approval or denial within thirty (30) days of the deadline date.

Subd. 6. The number of principals on sabbatical leave shall be limited to one principal in any one year. The granting of sabbatical leave, however, is purely within the discretion of the School District and the School District reserves the right to refuse to grant any and all sabbatical leaves, if, in the judgment of the School District, such leaves should not be granted.

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

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

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

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

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

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

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

Section 6. Workers Compensation:

Subd. 1. Upon the request of a principal who is absent from work as a result of a compensable injury under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received pursuant to the

Workers Compensation Act by the principal and the principals regular rate of pay to the extent of the principal's earned accrual of sick leave.

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

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

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

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

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

ARTICLE VI

Unrequested Leave and Seniority List

Section 1. Principal: For purposes of this Article, the term "principal" refers to a licensed principal; or a licensed assistant principal at the elementary, intermediate, or high school level.

Section 2. Seniority Date: For ULA purposes, a principal's seniority date is the principal's first date of service in the bargaining unit. Except as stated in Section 3, below, only continuous service as a member of the principals' bargaining unit counts in determining seniority for ULA purposes, including the exercise of any bumping rights.

Section 3. Seniority Tie: The following criteria will be used in the following order to break a tie in seniority: (a) initial date of service in the District as a licensed teacher or other licensed professional; (b) earliest/lowest Professional Educator Licensing and Standards Board (PELSB) file folder number;

Section 4. Break in Seniority: For ULA purposes, an approved leave of absence will not result in break in seniority. A break in seniority will occur if (a) the principal retires, resigns, or takes any other action to voluntarily end his or her service to the District as a principal; or (b) the principal is absent without leave for more than three duty days in a school year.

Section 5. Seniority List: The District will publish a seniority list of all continuing contract principals in the District by October 1 of each school year. A principal who disputes his or her standing on the list must grieve the issue pursuant to the grievance procedure. Once the period for filing a grievance

has passed, or the grievance has been processed to a conclusion, the seniority list will be conclusive evidence of a principal's seniority ranking in the bargaining unit.

Section 6. Placement on Unrequested Leave of Absence:

Subd. 1. The District may place principals on ULA, without pay or fringe benefits as the District deems necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The District agrees to consult with the Association regarding proposed alternatives to ULA situations, provided such consultation does not result in delay.

Subd. 2. The District will place principals on ULA in the inverse order of seniority.

Subd. 3. The District will afford bumping rights based on seniority and licensure before identifying the principal(s) to be placed on ULA. Nothing in this Article allows or gives a principal the right to receive a promotion through the ULA process. A principal may not bump into a promotion, demand to be recalled to a position that would be a promotion, or otherwise assert a seniority right in a manner that would result in the principal receiving a promotion.

Subd. 4. Moving from an elementary school position to an intermediate school position or to a high school position would be a promotion. Moving from an intermediate school position to a high school position would be a promotion. Moving from an assistant principal position to a principal position would be a promotion.

Subd. 5. The District is not required to realign any positions when placing principals on ULA or when recalling principals from ULA.

Subd. 6. Nothing in this section limits any statutory right that a principal would otherwise have to bump into a licensed teaching position after being placed on ULA from his or her position as a principal.

Section 7. Reinstatement:

Subd. 1. Principals who have been placed on ULA will be eligible for recall for a period of three school years. During this three-year period, the District will recall principals and reinstate them to available positions for which they are licensed in the inverse order in which they were placed on ULA.

Subd. 2. The District will not hire or appoint a new principal to fill a vacant principal position if a properly licensed principal is on ULA and is available and willing to accept the vacant position, and the vacant position would not be a promotion.

Subd. 3. The District will use certified mail and email to notify principals that they are being recalled to an available position. The District will use the principal's last known mailing address and the principal's last known email address. A principal will be removed from the recall list permanently if the principal declines an available principal position or fails to notify the District in writing, within fifteen (15) calendar days of the date of notification, that he or she is accepting the position. A principal on ULA is responsible for ensuring that the District has the principal's current contact information.

Section 8. Retention of Rights. Except as stated in this Article, principals retain all rights that apply to them under Minnesota Statutes sections 122A.40.

ARTICLE VII

Suspension Without Pay

Section 1. Without Pay: A principal may be suspended without pay for good and sufficient reason.

Section 2. Notice: Suspension shall take effect upon the principal's receipt of written notification from the superintendent of schools to the principal, stating the grounds for suspension together with a statement that the principal may make a written request for a hearing before the School District to review the suspension within ten (10) calendar days after receipt of such notification. If no hearing is requested within a ten (10) calendar day period, it shall be deemed acquiescence by the principal to the suspension.

Section 3. Hearing: If the principal requests a hearing within the ten (10) calendar day period the hearing shall take place within ten (10) calendar days after receipt of the request for hearing. The hearing will be held before the School Board or a committee of no less than three members of the Board. The District will notify the principal of the date, time, and place of the hearing. The hearing will be closed unless the principal requests an open hearing. The principal may attend the hearing and may also choose to have a representative of the principal's choosing, including legal counsel, at the hearing. During the hearing, the principal will be given a reasonable opportunity to respond to the suspension and to provide his or her version of events. The Administration may also be heard. The Board or a committee of no less than three members of the Board may affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the principal shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the School Board. The principal shall be notified of the date, time and place of the hearing and the School Board or a committee of no less than three members of the Board shall issue its decision within ten (10) calendar days after the conclusion of the hearing.

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

Section 5. Grievance: The decision of the Board or a committee of no less than three members of the Board shall be subject to the grievance procedure as provided in the Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within ten (10) calendar days after receipt of the decision of the School Board or a committee of no less than three members of the Board.

ARTICLE VIII

Retirement

Section 1. Benefits: Minnesota Post Employment Health Care Savings Plan –The District shall contribute a lump sum payment in the amount of \$1,750 each year of this agreement for members of the Delano Public Schools Principals’ Association until a maximum of \$28,000 has been contributed. The lump sum payment shall be deposited in the employee’s HCSP account by June 30 each fiscal year. Pro-rated for partial year worked.

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

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

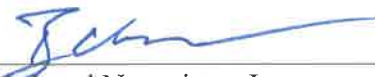
Section 2. Retirement Medical Benefit:

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

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

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

For:
The Delano School Principals



DPA Lead Negotiator I




DPA Lead Negotiator II

For:
Independent School District No. 879



Chairperson



Clerk

Dated this 27 day of June, 2022

Dated this 27 day of June, 2022