

**WORTHINGTON ADMINISTRATOR'S ASSOCIATION**

**MASTER AGREEMENT**

**2020 - 2021**

**2021 - 2022**

**INDEPENDENT SCHOOL DISTRICT 518**

**WORTHINGTON, MINNESOTA**

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## MASTER AGREEMENT

### WORTHINGTON ADMINISTRATOR'S ASSOCIATION

#### ARTICLE I

##### PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District 518, Worthington, Minnesota, hereinafter referred to as the School District and the Worthington Administrator's Association, hereinafter referred to as exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., 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 district recognizes Worthington Administrator's Association as the exclusive representative of principals employed by the school district, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the principals of the district 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 therefore, economic aspects relating to employment, 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. The terms in both cases are subject to the provisions of the P.E.L.R.A., regarding the rights of public employers and the scope of negotiations.

Section 2. Principal: The term "principal" shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by the State of Minnesota as a principal and who devote more than 50% of their time to such administrative and supervisory duties, excluding the superintendent, director of business affairs, community education director, director of teaching and learning, confidential employees, supervisory employees, essential employees, part-time employees whose service 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 67 working days in any calendar year, and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.

Section 4. Principal or Employee: Reference to principal in the Agreement shall mean principals, and assistant principals except in those cases where there is a clear distinction between the two positions. Reference to employee in this Agreement shall mean a member of the appropriate unit.

Section 5. Seniority: An employee's seniority shall relate back to his/her first day of actual service in the unit.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

#### 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 on 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 effectively manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the school board.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

#### ARTICLE V

##### PRINCIPAL RIGHTS

Section 1. Right to Views: Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any employee to perform labor or services against his/her will.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

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 the 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 one (1) installment, beginning with the first pay period in July.

Section 4. Fair Share Fee: In accordance with the P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative.

The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Director, PERB or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 5. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files generated relating to each principal shall be available during regular school business hours to each individual employee upon his/her written request. The principal shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the school district may destroy such files as provided by law.

Section 6. Professional Involvement: The school board shall expect the principals to be up to date on the knowledge and technology of the profession. To facilitate this, the school board will:

Subd.1. Professional Associations: Provide memberships in the appropriate professional state and national principals' associations for each principal.

Subd. 2. Meetings and Conferences: Provide time and funds for principals to attend appropriate regional, state and national meetings and workshops. Attendance at these meetings shall be rotated with the approval of the superintendent to maximize the benefit to the district.

## ARTICLE VI

### COMPENSATION

Section 1. See Appendix I.

Section 2. Starting Salary: The District retains the right to establish the number of years of experience awarded for a newly hired administrator based on experience and training.

Section 3. Salary Schedule: Effective July 1, 2012, administrators in this unit will be compensated according to the salary schedule in Appendix I. One year of experience will be earned upon the completion of each school year. The District retains the right to set salary for new administrators.

Section 4. Summer School: Any assistant principal assigned the responsibility, as approved by the Superintendent, for Summer School coordination will be compensated at the administrator's daily rate for any days beyond contracted time, as determined by the District or agreed upon.

## ARTICLE VII

### GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law. The district will meet and confer with the exclusive representative prior to any changes in the plan provisions.

Section 2. Eligibility and Qualification: The eligibility and qualification shall be in accordance with the provisions of the Plan Documents and this Agreement. Principals shall be eligible for participation in the group insurance plans and will be allowed a district contribution on the basis proportional to the percentage of time they are employed.

Section 3. Health Insurance: The school district shall contribute the full amount of the premium for the district's Advantage Value health plan for all eligible principals who are enrolled in the plan for single or dependent coverage as applicable.

Subd. 1. Employer HSA Contributions: In the event that an employee chooses the District HSA Health Insurance plan, the District will contribute 50% of the difference between the negotiated District health insurance contribution and the premium cost for family/single coverage, if the District health insurance contribution is larger. This amount will be deposited into the employee's Health Savings Account on a per pay period basis.

Subd. 2. Retirement: Upon retirement, employees who are enrolled in the group health insurance plan, may continue to remain in the health insurance group to age 65 at their own expense. At age 65, retired employees may continue health insurance coverage as provided by the group Medicare Supplemental Plan at their own expense.

Section 4. Long-Term Disability Insurance: The school district shall contribute the full amount of the premium for disability insurance from the district selected carrier.

Section 5. Term Life Insurance: The school district shall contribute the full amount of the premium for term life insurance in the amount of \$120,000.00 for each principal.

Section 6. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Coverage: A principal is eligible for school district contribution as provided in the Article VII as long as the principal is employed by the school district. Upon termination of employment, all district contribution shall cease unless otherwise provided.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### Section 1. Sick Leave:

Subd. 1. A principal shall earn sick leave at the rate of twenty (20) days for each year of service in the employ of the school district. Annual sick leave shall accrue monthly as it is earned.

Subd. 2. Unused sick leave days may accumulate to a maximum of one hundred fifty (150) days of sick leave per principal.

Subd. 3. Sick leave with pay shall be allowed whenever a principal's absence is found to have been due to illness and/or disability which prevented attendance at school and performances of duties on that day or days, all subject to Article VIII, Section 1, Subdivision 4 below

Subd. 4. At district expense, unless the cost will be covered by health and hospitalization insurance, a principal may be required to furnish a medical certificate 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 school district. In the event that a medical certificate will be required, the principal will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Subd. 6. An administrator shall receive up to one hundred sixty (160) hours (total per year) of sick leave benefits with full pay during a serious illness or death of an immediate family member (defined as adult child, spouse, sibling, parent, grandparent, grandchild, or stepparent of the employee or spouse). Sick child care shall be provided for absence due to the illness of a dependent child in accordance with Minnesota Statute.

Section 2. Personal Leave:

Subd. 1. All principals will be allowed one (1) day per year for personal leave. This leave is non-accumulative. A personal leave day shall not be granted for a day preceding or a day following holidays, non-duty days, or the first and last day of the school year.

Subd. 2. All principals who elect not to request his or her personal leave day shall be paid at the principal's daily rate of pay (excluding benefit compensation) for their unused personal leave day at the end of the contract year. The personal leave day payment must be applied for by each principal by June 1 each year. Payment will be made to the principal in June following the last contract day in which the personal leave day was earned.

Section 3. Workers' Compensation: Pursuant to M.S. 176, a principal injured on the job in the service of the school district and collecting workers' compensation insurance, may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Emergency Leave:

Subd. 1. Members of the bargaining unit may be granted emergency leave of no more than one (1) day per year at the discretion of the District for situations which require the employee's specific attention and which cannot be attended to during non-duty hours. Death, funerals, court appearances as approved by the Superintendent, estate settlements, or State or Federal IRS audits define emergency leave that may be granted by the School District upon recommendation of the Superintendent of Schools. An emergency leave that is not defined under existing language will be at the discretion of the Superintendent. All leave must have prior approval by the District. The District reserves the right to deny such leave.

Subd. 2. Emergency days are not cumulative and will be deducted from sick leave.

Section 5. Jury Service: A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the school district.

Section 6. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 7. Medical Leave:

Subd. 1. A principal who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The school district may, in its discretion, renew such a leave.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 8. 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 total premium for such insurance commencing with the beginning of the leave and shall pay in advance all premiums due to the district.

Section 9. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that a principal was on unpaid leave.

Section 10. Child Care Leave:

Subd. 1. A child care leave may be granted by the school district, subject to the provisions of this Section, to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A principal making application for child care leave shall inform the superintendent in writing of intention of taking the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a principal may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a principal shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant principal will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

If the pregnancy is terminated by miscarriage or stillbirth, the principal may return to her employment at the conclusion of the period of physical disability for which sick leave is utilized. The date of return will be mutually agreed to by the superintendent or designee and the principal.

Subd. 4. 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 the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the school district shall not be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the principal to return to his or her employment prior to the date designated in the request for child care leave, with the only exception being that described in Subd. 3 above.

Subd. 6. A principal returning from child care leave shall be re-employed in a position for which the principal is licensed commensurate with the position he/she occupied prior to the leave unless previously discharged or placed on unrequested leave.

Section 11. Deduct Leave: District 518 will allow for an employee to take a pay deduct at the District's discretion that is limited to no more than five (5) days in any school year. A request can be made to the Superintendent to allow for additional days to accommodate extraordinary circumstances.

Section 12. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. Seq., an eligible administrator shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of an administrator's spouse, child or parent, and;
- (4) the administrator's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible administrator, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provision of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contribution, an administrator must have worked for the School District for the previous twelve (12) months and must have been employed at least 1,250 hours during such twelve-month period. Twelve-month period is defined as July 1 to June 30.

Subd. 4. Paid Leave Under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an administrator from utilizing paid leave otherwise provided in this Agreement, provided the administrator qualifies for the paid leave, i.e., sick leave or other leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The administrator will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The administrator shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

Section 13. Adoption Leave:

Subd. 1. The Board may grant adoption leave to any administrator who makes a written application for such leave. Adoption leave may be granted because of the need to prepare legal documents and provide parental care for a child or children of the administrator for an established period of time.

Subd. 2. Adoption leave may include all necessary meetings to fulfill the requirements of the adoption process. Upon learning of the date of home placement, the administrator shall submit a written application for adoption leave to the superintendent specifying the dates of the requested leave.

Subd. 3. Adoption leave may commence prior to home placement and may continue up to a maximum of twenty (20) days. Additional days may be granted by the School District. Adoption leave shall be deducted from accrued sick leave earned by the administrator.

Subd. 4 Extended adoption leave may continue up to one (1) year without pay. The administrator may not use sick leave for extended adoption leave.

Subd. 5. An administrator returning from adoption leave shall be re-employed in a position for which he/she is qualified commensurate with a position occupied prior to the leave subject to the following conditions:

1. That he/she is not physically or mentally disabled from performing the duties of such position.
2. That he/she returns on the date designated on the request for leave approved by the School Board.

Subd. 6. An administrator who returns from adoption leave within the provisions of this section shall retain all previous experience credit and any unused sick leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The administrator shall not accrue additional experience credit or leave time during the period of absence for adoption leave.

Subd. 7. An administrator on extended adoption leave is eligible to participate in group health insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain.

ARTICLE IX

DUTY YEAR

Section 1. Duty Days:

Subd. 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 has determined to conduct school.

Subd. 2. The duty year for principals shall be the specified days as indicated for each assignment.

Secondary/Elementary Principals	- 230 working days with 30 non-duty days
Assistant Principals	- 215 working days with 45 non-duty days

Section 2. Non-Duty Days: Unless otherwise approved, all non-duty time to which an administrator is entitled for a given contractual year shall be taken prior to the opening session of the next school year.

Subd. 1. Principals and Assistant Principals may use non-duty days while school is in session upon prior notification to and approval by the Superintendent.

Section 3. Holidays: Principals will be granted the following paid holidays: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day. Assistant Principals will be granted the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day.

Subd. 1. Principals shall perform services on those legal holidays on which the school district is authorized to conduct school if the District so determines. The principals shall be on duty during an emergency (natural or unnatural) unless otherwise excused in accordance with District policy. Employees will be allowed to have one flexible or floating holiday for each specified contract holiday on which they are required to work, that may be used at their discretion with prior administrative approval during the current school year or as otherwise mutually agreed upon.

Section 4. School Closing: 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 X

### 403 (b) MATCHING CONTRIBUTIONS

Section 1. 403 (b) Matching Contribution Plan: Beginning July 1, 2004 administrators shall be eligible to participate in a 403 (b) matching contribution plan pursuant to M.S. 356.24

Subd. 1 The District will match eligible Administrator 403 (b) plan contributions up to \$2,000 per year, starting July 1, 2007. The Administrator may select the recipient of these funds based on the available vendors with the plan administrator.

Subd. 2. An Administrator on an unpaid leave of absence would not be eligible to receive matching contributions from the District.

Subd. 3. The District's only obligation would be to assure that the contributions are properly remitted to the issuer of the contract and the W-2's are properly adjusted.

Subd. 4. Any error in the plan or in the contributions may be corrected by the School District to maintain IRC 403 (b) compliance.

## ARTICLE XI

### GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The principal or school board may be represented during any step of the procedure by any person or agent designated by such part to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the school district's designee.

Section 5. Adjustment of Grievance: The school district 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:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the superintendent or his designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the school board, provided such appeal is made in writing within five days after receipt of the

decision in Level I. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) 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. School Board Review: The school board reserves the right to review any decision issued under Level I of this procedure provided the school board or its representative notify the parties of its intentions to review with ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reserve or modify such decision.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the principal may appeal it to the next level.

Section 8. 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:

Subd. 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 ten (10) days following the decision in Level II of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) 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 PERB to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

A. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the superintendent, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Article XI, Section 5 of the grievance procedure.

B. The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they 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. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and 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, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. 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 matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## ARTICLE XII

### PUBLIC OBLIGATION

Section 1. The exclusive representative agrees, that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike or unfair labor practice as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

Section 2. Strikes or Work Stoppages: The administrators covered by this agreement, in the event of a strike or work stoppage by other groups of district employees, will be on duty in their respective building or in the district administrative office, as directed by the superintendent, if physically possible, for the purpose of carrying out board policy and insuring the safety of personnel and property.

## ARTICLE XIII

### GENERAL PROVISIONS

Section 1. Dissemination of Master Agreement: Each principal and Exclusive Representative shall be made available an electronic copy of this Agreement. A principal shall receive a hard copy of the Agreement if: they are a new hire or a personal request is made to the District Office.

## ARTICLE XIV

### DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2020, through June 30, 2022, and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent no later than May 1, 2022. If such notice is not timely served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the principals of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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:

Worthington Administrator's Association

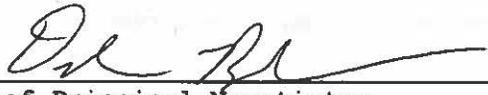
Independent School District 518

\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Chief Principal Negotiator

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chief Principal Negotiator

Dated this 29<sup>th</sup> day of May, 2020

Dated this 16<sup>th</sup> day of June, 2020

APPENDIX I  
WORTHINGTON ADMINISTRATOR'S ASSOCIATION

2020-2022

Beginning with the 2012-13 school year, Principal and Assistant Principals salary will be determined by multiplying 1.75% times each year of experience awarded to the employee. That factor is then multiplied by the Base Salary for that position to determine the annual salary amount.

Base Salary	2020-21	2021-22
Principals	\$98,200	\$98,700
Assistant Principals	\$84,200	\$84,700

ie. A principal with 2 years of experience would receive \$101,637, calculated as follows:  
 $2 \text{ (years of exp)} \times 1.75\% = 3.5\%$   
 $98,200 \times 1.0350 = \$101,637$

An assistant principal with 3 years of experience would receive \$88,621, calculated as follows:  
 $3 \text{ (years of exp)} \times 1.75\% = 5.25\%$   
 $84,200 \times 1.0525 = \$88,621$

NOTE: The District retains the right to establish the number of years of experience awarded for a newly hired administrator based on experience and training. Principals and Assistant Principals will receive one (1) additional year of experience after the completion of each school year to a maximum of 15 years.