

# **ADMINISTRATORS' CONTRACT**

**BETWEEN THE SCHOOL BOARD OF  
WINONA AREA PUBLIC SCHOOLS/DISTRICT 861**

**AND THE**

**WINONA ADMINISTRATORS' ASSOCIATION**

**2015 – 2017**



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MASTER CONTRACT

**WINONA ADMINISTRATORS’ ASSOCIATION**

INDEPENDENT SCHOOL DISTRICT NO. 861  
WINONA, MINNESOTA

JULY 1, 2015 – JUNE 30, 2017

**ARTICLE I: DEFINITION OF AGREEMENT**

**Section 1: Parties:**

This agreement is entered into between Independent School District No. 861, Winona, Minnesota, hereinafter referred to as the School District and the Winona Administrators' Association, hereinafter referred to as the Association, to set forth the terms and conditions of employment for members of the Association for the duration of this agreement. This agreement shall be binding upon the School District and its successor personnel and upon any school district into which or with which this district shall be merged or combined, consistent with Minnesota State Law.

**ARTICLE II: DEFINITION OF TERMS**

**Section 1: Employees:**

All principals, associate principals, and supervisory employees employed by Independent School District No. 861, who are required to be licensed by the State Board of Education and who are employed for more than 14 hours per week and for more than 100 work days per year, excluding superintendents, directors, confidential employees, supervisors (those employees identified as off-schedule) who are not required to be certificated by the State Board of Education, and all other employees. Upon employment of a new administrator in the district, representatives of the WAA and School Board will meet to make a determination of eligibility for membership in the WAA.

Subd. 1. Terms and Conditions

The words terms and conditions of employment mean the days of employment, the compensation therefore including fringe benefits and the Board's personnel policies affecting working conditions of the members of the Association but not educational policies of the School District. The term is subject to the provisions of P.E.L.R.A. of 1971 regarding the rights of public employees and the scope of negotiations.

Subd. 2. Terms not defined

Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

**ARTICLE III: RECOGNITION**

Subd. 1.

The board recognizes the Association as the exclusive representative for its members as defined in Article II, Sec. 1., Subd. 1 and agrees that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this Association.

Subd. 2.

The Winona Administrators' Association, as official bargaining unit for the administrative group, known as the Winona Administrators' Association shall have the right to assess a fair share fee to any administrator represented by the Winona Administrators' Association in the bargaining process. The

amount shall be in accordance with the rules and guidelines prescribed under P.E.L.R.A. and/or the Bureau of Mediation Services. The Winona Administrators' Association shall provide written notice of the amount of fair share fee assessment to the director of fiscal affairs within 15 days of completion of the bargaining process. Additions to, or deletions from, the list shall be allowed as they occur during any given school year.

A challenge by an administrator of the assessment from the Winona Administrators' Association shall be filed with the bureau as prescribed by law. Such fair share fee shall be held in escrow by the district pending an official decision on the challenge. The fair share fee shall be deducted in equal installments starting the first pay period after notification to the director of human resources and termination with the last pay period of the administrative work year, but not less than \$50 per pay period.

The Winona Administrators' Association and its members agree to hold the School District harmless against any claim, suit, order, judgment, or action, taken against the School District involving the administration of this article.

#### **ARTICLE IV: SCHOOL DISTRICT RIGHTS**

##### **Section 1. Inherent Managerial Rights:**

The exclusive representative recognizes that the School Board has responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the school board in conformity with the provisions of this Agreement.

##### **Section 2. Reservation of Managerial Rights:**

The foregoing statement 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 are reserved to the school board.

#### **ARTICLE V: RESPONSIBILITIES AND OBLIGATIONS**

##### **Subd. 1.**

It shall be the responsibility of all members of the Association covered by this agreement to discharge their responsibilities to the School Board, the faculty, and the students of the school system according to the job specifications for each administrative position. To this end, the superintendent or designee shall provide members of the Association annual notification of job descriptions.

##### **Subd. 2.**

It shall be the responsibility of all members of the Association to be informed on School District affairs. To this end, the board shall keep members of the Association informed by supplying them with financial reports indicating budget status, agendas, and minutes of School Board meetings, and special reports.

##### **Subd. 3.**

Association members shall meet regularly with the Superintendent of Schools to obtain recommendations and expedite policies of the district.

#### **ARTICLE VI: IMPROVEMENT OF TECHNOLOGY AND PROFESSIONAL SKILL**

The School Board shall expect the members of the Association to be up-to-date on the knowledge and technology of the professions.

### **Section 1.**

The School Board will provide time and funds for members of the Association to attend the appropriate local, state, and national meetings and workshops of their associations and other agencies and groups in accordance with established policy.

### **Section 2.**

The School Board will provide for sabbatical leave for study, research, educational travel, and/or other approved projects. The projects must be related to the professional responsibility of the Association member. Such leave may be granted to the Association member with at least six consecutive years of experience in the district.

#### **Subd. 1. Compensation:**

Such person as may be granted a sabbatical leave shall be paid an amount equal to one-half the salary such person would receive in discharging his/her professional duties.

#### **Subd. 2. Obligations of persons receiving sabbatical leave:**

The person receiving a sabbatical leave of absence pursuant to these provisions must agree to return to the school system for at least two years after completion of the leave, or must, in the event of failure to return to the school system for such two year period, repay the salary received while on leave; provided, however, that in the event of such person becoming ill or injured and not being able to fulfill his/her professional duties after the sabbatical leave because of death, illness, or injury, the salary repayment may be waived by the board.

#### **Subd. 3.**

During such period of time that a person is on sabbatical leave, the amount of any payments made pursuant to this section by the School District shall be reduced by the amount earned which would be in excess of the salary received if said person were working in the district.

#### **Subd. 4. Application:**

Members will make application for sabbatical leave to the superintendent. The application shall include description of the intended sabbatical activity and the expected benefit to the administrator's performance. The superintendent will review the application. The decision of the School Board shall be final.

#### **Subd. 5. Limitations:**

Sabbatical leaves shall be limited to not more than one Association member during any one school year.

#### **Subd. 6.**

The Association member on sabbatical leave may continue coverage in the district's insurance program by paying to the district the full premium at existing rates.

#### **Subd. 7.**

The Association member on sabbatical leave shall have his/her salary and other benefits negotiated as if he/she were on regular duty.

### **Section 3.**

The School District will arrange for an administrative workshop each fall approximately two weeks before the opening of the school year with the expenses paid by the district.

#### **ARTICLE VII: ADMINISTRATIVE REIMBURSEMENT**

It shall be necessary for members of the Association to travel on occasion. Reimbursement will be made by the School District for such authorized travel as follows:

**Section 1: Out of District Travel:**

The mileage allowance is established by the School Board annually at its August meeting and is set at the Minnesota State approved rate. Hotel, registrations and commercial transportation will be reimbursed at actual cost. Meals shall be reimbursed at the rates detailed in the convention attendance policy of the district. Out of district travel will be reimbursed at the state approved rate.

**Section 2: In- District Travel:**

Salaries have been adjusted to provide for in district travel. No reimbursement shall be made for in district travel.

**Section 3: National/State Dues and Professional Improvement:**

The district will pay the dues of one state professional organization and its national affiliate or the employee may opt to have the district pay for membership fees in local or regional service organizations or professional improvement activities that are beneficial to the accomplishment of the specific responsibilities of the employee. The amount paid for dues and professional improvement must be within district budget and shall be administered by the district.

**Section 4: Holiday and Vacation Days:**

Administrators shall not be on duty July 4, Labor Day, Thanksgiving Day, Christmas, New Year’s Day, and Memorial Day, which are national holidays. The Friday after Thanksgiving, the day before Christmas, the day before New Year's Day, July 3<sup>rd</sup>, and Good Friday shall be construed as holidays. These non-duty days will be paid for administrators with contracts in effect on the holiday(s). Administrators with a contract less than 250 days shall not be paid for July 3<sup>rd</sup>.

In addition to the above listed days, effective July 1, 2014, Administrators shall have Vacation Days (paid time off) in the following amount:

(Increase in days for Elementary and WMS Assistant effective 7/1/16)

	Total Contract Days	Number of Holiday	Total Vacation Accrual	Total Work Days	Non Contract Days
Assistant Principal WMS	234	10	22	202	27
Elementary Principal	244	10	23	211	17
Assistant Principal WSHS/WALC*	251	11	24	216	10
WMS Principal	261	11	25	225	0
WSHS Principal	261	11	25	225	0

\*WALC Asst. Principal: Number of days may vary depending on summer school responsibilities.

Non-Contract Days should be in a block to include the month of July.

Vacation is available at the start of the contract year; however, if an administrator leaves employment during the contract year, vacation accrual for that year will be prorated.

Unused vacation must be taken within twelve months after the end of the contract year in which it is earned. The administrator shall forfeit any unused vacation days in excess of the allowable carryover. Upon retirement or resignation of employment, administrators shall be entitled to full payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph.

**Section 5: Employment Beyond the Contract Year:**

When an administrator is employed in a mutually agreed-to administrative capacity beyond his/her contract year, including summer school, compensation for such duties will be computed at a prorated daily rate.

**Section 6: Convention Attendance:**

A regional or national convention attendance amount of \$3,000 annually will be available for use by members of the Association. The superintendent can approve additional national travel. The Association shall determine a method for choosing annual member attendance. All regional or national convention attendance must receive prior approval by the superintendent. Any unused funds from the annual allocation for regional/national convention attendance will be carried forward to the following year.

**ARTICLE VIII: STRIKES OR WORK STOPPAGES**

**Section 1:**

The members of the Association covered by this agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves on duty for the purpose of carrying out board policy and insuring the safety of personnel and property. In no event will the compensation for Association members be halted or suspended due to strikes or work stoppages of other district employees.

**ARTICLE IX: LEAVES**

**Section 1: Sick Leave:**

Members of the Association shall receive fifteen (15) days sick leave per year accumulating to two hundred thirty (230) days. The School Board upon request from the exclusive representative or Superintendent of Schools may grant additional sick leave to individuals who have used all their credited sick leave. Denial of additional sick leave is not grievable. An administrator may use three sick leave days for family illness.

In administering the sick leave policy, the district will follow all state laws in effect and applicable at the time.

**Section 2: Funeral Leave:**

Full pay for absence not to exceed five (5) days shall be granted to all to attend a funeral in the immediate family and for a friend or colleague. Immediate family is defined as mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, grandparents, and grandchildren of the Association member. The same application shall be made to the spouse's or colleague's relatives as they may apply. Additional funeral leave may be granted at the discretion of the superintendent.

**Section 3: Child Care Leave:**

An employee unable to perform duties of employment because of pregnancy, or any medical complications of pregnancy, childbirth or recovery therefrom may begin leave upon certification from the attending licensed physician that the employee is unable to perform such duties, or upon the agreement by said employee and the immediate supervisor that leave should be commenced, and the employee shall be entitled to sick leave without loss of pay to the extent provided by Section 1 of this Article. Leave in excess of unused sick leave credit of such employee shall be treated as a leave of absence without pay during the period such employee is unable to work due to the pregnancy, childbirth or recovery there from.

If a child care leave extends into two different school years, the superintendent shall assign the returning administrator to a position in the system for which the administrator is qualified.

If a child care leave commences and ends during a single school year, the returning administrator shall assume the same position the administrator had upon leaving.

If a position is abolished during the time of a child care leave, the returning administrator shall be assigned to a position as comparable as possible to the position left.

Seniority rights for administrators on child care leave shall extend from the date of their initial employment as licensed personnel with District 861.

#### **Section 4: Leaves Without Pay:**

##### **Subd. 1.**

Leaves of absence without pay may be granted by the School Board to Association members.

##### **Subd. 2.**

These leaves may be granted under the following conditions:

- a. The leave shall coincide with the district's school year,
- b. Leaves may be granted by the board providing the application is made not less than 2 months in advance of departure date and a suitable replacement can be obtained.

##### **Subd. 3.**

The Association member on leave without pay may continue coverage in the district insurance programs by paying to the district the full premiums at existing rates.

##### **Subd. 4.**

The Association member on a leave without pay of one year or less shall have his/her salary and other benefits negotiated as if he/she were on regular duty.

##### **Subd. 5.**

Sick leave accumulated prior to the leave of absence shall be retained.

**Section 5: Medical Leave Donation:** A voluntary medical leave donation may be made directly to an administrator and is expressly intended to be used by an administrator who has a written opinion from a M.D. or a D.O. indicating that the administrator is physically/mentally incapable of performing her/his duties due to disability after she/he has used her/his accumulated medical leave. In addition, the administrator shall have used any other paid leave, including personal leave and non-duty days, available to her/him prior receiving a medical leave donation.

Subd. 1. Administrators may voluntarily contribute up to five days of medical leave to another member of the bargaining unit.

Subd. 2. All requests for use of medical leave donation shall be subject to review by a committee made up of the superintendent, one other administrator designated by the superintendent, and one representative appointed by the Winona Administrators' Association.

Subd. 3. A second doctor's opinion may be required by the district at its discretion. The second doctor's opinion will be paid for by the district. If the administrator refuses to get a second opinion, the administrator shall forfeit the right to use medical leave donation. If the two doctors disagree, they shall mutually choose a third doctor whose opinion shall prevail.

**ARTICLE X: INSURANCE**

The selection of the insurance carrier and policies shall be made by the School District as provided by law.

**Section 1. Liability Insurance:**

Each member of the Association shall be covered under the district’s professional liability insurance policy. The district shall also provide and pay for a policy of insurance which will cover the members of the Association for bodily injury and personal injury liability. The district shall also provide and pay for other liability coverage to the members of the Association as defined in the district school board liability insurance policy. All of the aforementioned coverage’s shall be in at least the sum of \$1,000,000.00.

**Section 2. Health and Hospitalization:**

**Subd. 1. Single Coverage:**

Beginning July 1, 2010, the district shall contribute an amount equal to the full annual premium and deductible of the district’s group single coverage High Deductible Plan (HDP) for individual coverage for each teacher employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. District contributions for health insurance premiums will be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Each teacher participating in the district’s HDP will establish a qualifying Health Savings Account (HSA). The district will deposit the full single coverage annual deductible into the employee’s HSA at the beginning of the insurance plan year for each teacher employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. Employee shall have the option to choose any one of the district’s plans. Fractional time employees employed for 60% of a full contract receive a prorated contribution toward their insurance benefits.

**Subd. 2. Family Coverage:**

The district shall contribute annually toward the premium of a district sponsored group health and hospitalization plan for family coverage for each principal of the district that qualifies for and is enrolled in a district group family coverage health and hospitalization plan. Effective July 1, 2013, district contributions for health insurance premiums will be based on the chart below and be spread evenly throughout the participation year. The calculation shall be based on the total contract days for each position as listed in Appendix A. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction. Employees participating in a family coverage High Deductible Plan (HDP) will be responsible for establishing and funding their own Health Savings Account (HSA).

<u>Contract Days</u>	<u>7/01/2013</u>
175 - 194	10,860
195 - 214	12,360
215 - 234	13,860
235 – 259	15,360
260 +	16,860

**Section 3. Term Insurance:**

The School District shall pay the full premium for a \$50,000 term life insurance policy for all Association members; in addition, each administrator shall take an additional \$50,000 term life

insurance policy from the current life insurance carrier to be paid by payroll deduction; an adjustment in salary covering the amount of the additional premium will be paid for by the district. Each member shall have the right to purchase up to an additional \$40,000 of term life insurance under this policy at the member's own expense. Additionally, dependent term insurance is available as described on Appendix B at the employee's expense.

**Section 4. Conversion:**

To the extent that the plan entered by the School District so provides, an Association member leaving the employment of the district may convert any insurance of this section to individual coverage.

**Section 5. Long Term Disability:**

The School District will provide an income protection insurance policy that will pay the Association member 2/3 of his/her salary with a maximum of \$4,000 per month to age 65 and after a 120 calendar day waiting period.

**Section 6. Dental Insurance:**

**Subd. 1. Single Coverage:**

The School District shall pay in full the annual premium for individual coverage for each administrator employed by the School District who qualifies for and is enrolled in the School District group dental plan.

**Subd. 2. Family Coverage:**

Effective July 1, 2014, the School District shall contribute an amount equal to a percentage and maximum, based on the chart below, of the cost of the family dental insurance. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

<u>Contract Days</u>	<u>Percent Contribution</u>
156 to 180	40 <i>or minimally the cost of single coverage</i>
180 to 189	60
190 to 229	75
230 to 239	85
240 to 261	100

**Section 7. Coverage:**

Employees covered under this agreement who terminate employment with the district at the end of their contract year shall be covered by the insurance in this article and the district will continue its contribution toward the premium until September 1 of the year that the employee leaves.

**Section 8. Premium Adjustments:**

Any insurance premium adjustments made in other district contracts during this contract period will also apply to this contract.

**Section 9. Salary Reduction:**

The district will participate in Section 457 and 403b Plans with unit members from negotiated salary. Insurance companies with five or more participating employees can participate in the payroll deduction process.

**Section 10. Deferred Compensation Matching Plan:**

As authorized under the State Deferred Compensation Legislation (Minnesota Statutes 356.24), the district will match either \$1,000 or \$2,000 (the administrator's choice) of contributions to an eligible

457 or 403b plan or plans, or combination thereof, to a lifetime maximum of \$40,000 of contributions on the part of the district.

Administrators hired after June 30, 1995, become eligible to participate in the “Deferred Compensation Matching Plan” at such time as they attain tenure with the district.

## **ARTICLE XI: GRIEVANCE PROCEDURE**

### **Section 1. Definition of Terms and Interpretation:**

**Subd. 1. Grievance:**

A “grievance” shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract as required by the PELRA between Independent School District 861 and the exclusive representative. A grievance relating to a policy of the School District will be carried through Level II of this procedure.

**Subd. 2. Aggrieved:**

Any person or group of persons within the appropriate unit having a grievance.

**Subd. 3. Grievance Committee:**

The committee appointed by the exclusive representative.

**Subd. 4. Disposed:**

A settlement of a grievance to the satisfaction of both parties which has been reduced to writing.

**Subd. 5. Extension:**

Time limits specified in this procedure may be extended by mutual agreement.

**Subd. 6. 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. 7. 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. 8. Filing and Postmark:**

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Subd. 9. Representative:**

The aggrieved, the administrative supervisor, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

### **Section 2. Timelines and Progression:**

**Subd. 1. Time Limitations and Waiver:**

Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the 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 grievance.

Subd. 2. Informal Discussion:

In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance with the Superintendent, either privately or accompanied by a representative of the grievance committee without having reduced the grievance to writing.

Subd. 3. Adjustment of Grievance:

The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any Association member within the school district in the following manner:

**Section 3. Types of Grievances:**

Subd. 1. Level I:

The aggrieved shall file a grievance, in the form provided, with the Superintendent within twenty (20) days of knowledge of the event giving rise to the grievance. The Superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the grievance. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 2. Level II:

In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing in the form provided, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the Clerk of 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 of the board may be designated 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.

Subd. 3. 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 intention within 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 reverse or modify such decision. Such notification automatically advances the grievance to Level II.

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 aggrieved may appeal to the next level.

Subd. 4. Arbitration Procedures:

In the event that the aggrieved and the School Board are unable to resolve any grievance, said grievance may be submitted to arbitration as defined herein:

- a. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, 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.
- b. 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.
- c. 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 that an arbitrator be selected by the American Arbitrator Association. 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 and the subsequent failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.
- d. 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, pursuant to rules of the American Arbitration Association. The board and the exclusive representative shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.
- e. 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 limitations of arbitration decisions as provided by in the PELRA.
- f. 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. The parties shall share equally fees and expenses of the arbitrator, the cost of recording the proceedings, and any other expenses mutually agreed as necessary. A transcript shall be made of the hearing at the request of either party. The cost of such transcript shall be borne by the requesting party. The aggrieved person and one other member of the Association shall be entitled to attend arbitration proceedings without loss of pay.

**ARTICLE XII: VACANCIES, PROMOTIONS, TRANSFERS, AND REDUCTION IN ADMINISTRATIVE STAFF**

**Section 1. Vacancies and Promotions:**

The board shall give written notice of any administrative vacancies in the district to all members of the Association.

**Section 2. Transfer:**

Requests by an administrator for transfer to a different position shall be made in writing to the Superintendent. The application shall set forth the reasons or transfer, building or position sought, and the applicant's qualifications. An administrator denied a transfer as requested may confer with the

Superintendent, and upon request, shall have the denial in writing containing reasons for said denial and shall not be subject to the grievance procedure.

**Subd. 1. Involuntary Transfer:**

An involuntary transfer to another administrative position shall be made only where a satisfactory volunteer within the administrative group cannot be found after notification of the position has been announced.

**Section 3. Modification of Assignments:**

Each member of the Association shall be assigned a position having the job description the member contracted to perform. Any member of the Association whose work assignment is to be changed shall be given a written notice of the proposed changes. Such notices shall contain a proposed job description and any other pertinent information. Following such notice the member and the Superintendent shall confer regarding the proposed modification of the job description and any adjustment, if any, in salary which may occur, subject to approval by the board.

**Section 4. Employer Rights and Staff Reduction:**

The organization structure and selection and direction and number of personnel are among the rights and obligations of the School Board. Reduction of staff shall be governed by provisions of Minnesota Statute 125.12, Subdivision 6B.

**Section 5. Administrative Seniority:**

Administrative seniority, for purposes of this agreement, shall be based upon the first date of employment in an administrative assignment.

**ARTICLE XIII: TERMINATION OF EMPLOYMENT**

**Section 1.:**

Continuation of insurance shall be as per Minnesota Statute 471.61 Subd. 2b.

**Section 2.:**

Administrators who have completed at least 15 years of full time service with District 861 and who are at least age 55 before September 1 in the school year during which an application for a retirement incentive is made shall be eligible for the retirement incentive upon submission of a written request for retirement to the school board. Eligible administrators will receive \$40,000 which will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The \$40,000 will be placed in the administrator's account by September 1 of the year of retirement unless the request for retirement was not submitted by April 15<sup>th</sup> in which case one half of the retirement incentive will be placed in the administrator's account on the following January 15<sup>th</sup> and one half of the retirement incentive will be placed in the administrator's account on July 15<sup>th</sup> of the subsequent fiscal year. In the event of a medical emergency forcing retirement a request may be made to the superintendent for a waiver of the retirement deadline. Administrators eligible for the retirement program shall have the payment amount reduced by the total matching 403b dollars paid by the district over the administrator's career.

**Section 3.:**

District 861 Retirement Incentive - Full-time administrators, who are at least 55 before September 1 and have worked a minimum of 15 years in ISD 861, shall be eligible for retirement incentive pay pursuant

to the provisions of this Paragraph A upon submission of written resignation accepted by the School Board.

Subd. 1.

Qualified administrators shall receive retirement incentive in an amount equal to 10% of their last contract year salary and \$10 for each day of unused sick leave to be deposited into a health care saving account administered by the State of Minnesota.

**Section 4. Death of Employee:**

In the event of death to an administrator the following benefit(s) will go to her/his surviving spouse, beneficiaries or the deceased's estate:

Subd. 1.

The opportunity to continue in the district's health and hospitalization program at their own expense, until eligible for Medicare.

Subd. 2.

A payment of \$10 for each day of unused sick leave to be paid by the district as soon after the death as possible.

Subd. 3.

In the event of death to an administrator who is on early retirement and who has not collected all of her/his early retirement monies, any remaining money shall be paid to the beneficiaries or the deceased's estate in a lump sum.

**ARTICLE XIV: EFFECT OF LAWS, RULES AND REGULATIONS**

The exclusive representative recognizes that all administrators covered by this agreement shall perform their administrative services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by the School District rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the district, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**ARTICLE XV: DURATION**

**Section 1. Term and Reopening Negotiations:**

This agreement shall remain in full force and effect for a period commencing on July 1, 2015, through June 30, 2017, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this agreement commencing on July 1, 2017, it shall give written notice of such intent no later than March 1, 2017. The parties shall commence negotiations no later than April 1, 2017.

**Section 2. Effect:**

This agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the administrators 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.

**Section 3. Severability:**

The provisions of this agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

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

**For:** WINONA ADMINISTRATORS' ASSOCIATION

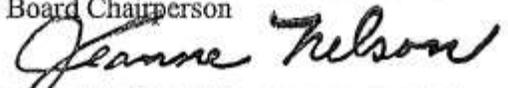
  
\_\_\_\_\_  
President of Association

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

Dated this 1<sup>st</sup> day of August, 2016

**For:** INDEPENDENT SCHOOL DISTRICT 861

  
\_\_\_\_\_  
School Board Chairperson

  
\_\_\_\_\_  
Clerk of the School Board

Dated this \_\_\_\_\_ day of August, 2016

## **ARTICLE XVI: RATES OF PAY**

The salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 2015-2016 to 2016-2017 school years only.

### **Section 1. Electronic Deposit:**

Each employee's pay shall be deposited electronically in any Automatic Clearing House (ACH) bank in the United State of America. The electronic data shall be taken to the financial institution for processing two business days before each pay day. Each employee shall furnish to the School District the following information:

1. Bank routing number
2. Bank account number for employee
3. Type of account (savings, checking)

Electronic deposit will be the only method used to pay employees. A payroll remittance advice will be generated each pay day for each employee listing the same items normally listed on a payroll check stub.

# **APPENDICES**

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**APPENDIX A: STEPS AND PAY POLICY FOR NEW EMPLOYEES**

**2015-2016 STEP**

Texley, Marianne	V
Anderson, Mark	V
Chapman, David	V
Berzinski, Bradley	IV
Williams, Arthur	V
Ryan Jensen	V
Jolene Danca	III
Anne Graner	II

**2016-2017 STEP**

Anderson, Mark	V
Berzinski, Bradley	V
Williams, Arthur	V
Andrea Eisner	V
Dawn Lueck	V
Jolene Danca	IV
Darcy Lindquist	V

**CAREER STEPS**

Add \$2,500 to the base salary of any administrator with a doctorate.

**PAY POLICY FOR NEW EMPLOYEES (EFFECTIVE JULY 1, 1989)**

New administrators hired on a 261 day contract will be paid on a July 1 through June 30 schedule. Less than 261 day administrators will be paid on an August 1 through July 31 schedule.

In the event a new administrator begins work prior to August 1, the first pay period will be adjusted to reflect the earlier start.

**2015-2016: Rate of Pay/Step Schedule**

	STEP II	STEP III	STEP IV	STEP V
<b>ASSIST PRINCIPAL WMS</b>	Annual	Annual	Annual	Annual
Work Days	199			
Holidays	10			
Vacation	22			
Total Contract	231			
	74,418	77,846	81,275	84,899
<b>ASSIST PRINCIPAL WSHS / WALC*</b>	Annual	Annual	Annual	Annual
Work Days	216			
Holidays	11			
Vacation	24			
Total Contract	251			
	81,505	85,217	89,015	92,984
<b>ELEMENTARY PRINCIPAL</b>	Annual	Annual	Annual	Annual
Work Days	208			
Holidays	10			
Vacation	23			
Total Contract	241			
	83,738	87,536	91,423	95,483
<b>SECONDARY PRINCIPAL WMS</b>	Annual	Annual	Annual	Annual
Work Days	225			
Holidays	11			
Vacation	25			
Total Contract	261			
	92,801	97,010	101,319	105,823
<b>SECONDARY PRINCIPAL WSHS</b>	Annual	Annual	Annual	Annual
Work Days	225			
Holidays	11			
Vacation	25			
Total Contract	261			
	97,488	101,698	106,007	110,509

**Annual is based on 261 year with paid time off as described in Article VII.**

**\*WALC Asst. Principal: Number of days may vary depending on summer school responsibilities.**

**In district mileage stipend is eliminated and has been added to the base.**

**Employees shall be eligible for one step advancement on July 1st of each year.**

**Steps shall not be granted until such time as a contract is ratified by both parties.**

**Steps may be withheld for cause as determined by the superintendent.**

**Career Increment - Effective July 1, 2014, with a minimum of six years as an employed member of the Winona Administrators' Association an additional payment of up to \$2,050 career increment. Prior to July 1, 2014, Career Increment began with the 20<sup>th</sup> year of employment. Career increment is based on performance and contingent upon proficiency as determined in the District Evaluation Plan for Licensed Administrators (including Checkpoint (Career Increment is an annual payment and is not added to the base salary.)**

**2016-2017: Rate of Pay/Step Schedule**

		STEP II	STEP III	STEP IV	STEP V
<b>ASSIST PRINCIPAL WMS</b>		Annual	Annual	Annual	Annual
Work Days	202				
Holidays	10				
Vacation	22	77,646	81,223	84,800	88,581
Total Contract	234				
<b>ASSIST PRINCIPAL WSHS / WALC</b>		Annual	Annual	Annual	Annual
Work Days	216				
Holidays	11				
Vacation	24	83,950	87,773	91,686	95,774
Total Contract	251				
<b>ELEMENTARY PRINCIPAL</b>		Annual	Annual	Annual	Annual
Work Days	211				
Holidays	10				
Vacation	23	87,324	91,285	95,337	99,572
Total Contract	244				
<b>SECONDARY PRINCIPAL WMS</b>		Annual	Annual	Annual	Annual
Work Days	225				
Holidays	11				
Vacation	25	95,585	99,920	104,358	108,998
Total Contract	261				
<b>SECONDARY PRINCIPAL WSHS</b>		Annual	Annual	Annual	Annual
Work Days	225				
Holidays	11				
Vacation	25	100,412	104,749	109,187	113,824
Total Contract	261				

**Annual is based on 261 year with paid time off as described in Article VII.**

**\*WALC Asst. Principal: Number of days may vary depending on summer school responsibilities.**

**In district mileage stipend is eliminated and has been added to the base.**

**Employees shall be eligible for one step advancement on July 1st of each year.**

**Steps shall not be granted until such time as a contract is ratified by both parties.**

**Steps may be withheld for cause as determined by the superintendent.**

**Career Increment - Effective July 1, 2014, with a minimum of six years as an employed member of the Winona Administrators' Association an additional payment of up to \$2,050 career increment. Prior to July 1, 2014, Career Increment began with the 20<sup>th</sup> year of employment. Career Increment is based on performance and contingent upon proficiency as determined in District Evaluation Plan for Licensed Administrators (including Checkpoint 360) (Career Increment is an annual payment and is not added to the base salary.)**

# **FORMS**

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# LEVEL I GRIEVANCE REPORT FORM

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

(This form is to be filed in duplicate to the school superintendent.)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary.

Date knowledge of Grievance occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

Relief Sought: \_\_\_\_\_

Disposition by Superintendent: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant: \_\_\_\_\_  
Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievance Committee: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Grievance Rep. \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL II GRIEVANCE REPORT FORM**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

(This form is to be filed in duplicate to the school clerk and President of School Board.)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary.

Date knowledge of Grievance occurred: \_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant                      Date

Disposition by School Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature/School Board President      Date

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant                      Date

Position of Grievance Committee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievance Rep.              Date

**REQUEST FOR ARBITRATION FORM**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the Superintendent of Schools.)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary.

Date knowledge of Grievance occurred: \_\_\_\_\_

Date Decision Rendered by School Board: \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: Arbitration

\_\_\_\_\_  
Signature of Grievant                      Date

\_\_\_\_\_

\_\_\_\_\_

*End of Agreement*