Independent School District 284

Wayzata, Minnesota

and the

Wayzata Principals' Association

MASTER CONTRACT

July 1, ~~2024~~2026 through June 30, ~~2026~~2028

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Master Contract

This Contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT 284, Hennepin County, Minnesota, hereinafter referred to as the "Employer," and the WAYZATA PRINCIPALS' ASSOCIATION, hereinafter referred to as the "Association."

Article I

Purpose

The purpose of this Contract is to encourage and increase orderly constructive and harmonious relationships between the Employer, its principals, and their duly authorized exclusive representative, the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption due to strike; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA").

Article II

Recognition

The Employer hereby recognizes the Association as the exclusive representative for the purpose of negotiating terms and conditions of employment for all persons included in the appropriate unit of principals employed by the Employer, as established pursuant to the specific inclusions and exclusions provided in PELRA.

Whenever used in this Contract, the term "principal" shall mean any employee who is included in the foregoing unit. Principals placed on Special Assignment shall remain under the scope of this bargaining agreement.

The Employer agrees that it will not meet and negotiate or meet and confer with any other organization with respect to principals included in the appropriate unit, as long as the Association continues to be the duly authorized exclusive representative.

The Employer recognizes the right of the Association to meet and confer to discuss policies and those matters relating to their employment not included under the definition of "terms and conditions of employment" in PELRA.

Article III

Definitions

The following definitions shall be applicable to terms used in this Contract:

<u>Section 3.1 Principal</u>

A "principal" is any person employed by the Employer who is included in the appropriate unit for which the Association is recognized as exclusive representative under Article II.

Section 3.2 Classification of Positions

Any new position or existing position that has undergone significant job duty revisions will be reviewed for proper classification at time of annual evaluation. A copy of the procedure for such classification reviews will be established and maintained by the Human Resource Department. Union stewards will be notified of any changes in job classification that occur.

Section 3.3 Grievance

A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Contract.

Section 3.4 Other Terms

Other terms not specifically defined herein shall have the meanings given to them under the PELRA.

Article IV

Principal Duties and Responsibilities

Section 4.1 Basic Duties

Each principal shall administer in such places as shall be designated by the Employer. Principals shall faithfully perform all administrative services as directed by the Employer, and observe all policies, rules and regulations established from time to time by the Employer.

Section 4.2 Basic School Year

The number of scheduled work weeks will be as follows: High School Principal, High School Associate Principals, Middle School Principals, Middle School Associate Principals, and Elementary Principals – 52 weeks with twenty-five (25) days of vacation. Ten Month Associate Principals (K-12) - 45 weeks with twenty two (22) days of vacation. There shall be no payment for work days in excess of contracted days unless approved by the Superintendent. Principals may schedule ten (10) vacation days during the teacher work year subject to supervisor approval. No more than five (5) consecutive vacation days may be scheduled at one time. Changes to these limits may be approved at the discretion of the Superintendent. Principals may carry over up to ten (10) vacation days per year. Deduction for each work day of absence without pay during the basic school year will be based upon the principal's annual salary divided by the annual number of days (260 or 225). If so requested by the Employer, an individual principal may continue their regular basic duties beyond the basic school year. The individual principal may request a one year modification to the number of work days in the basic school year. If approved, the salary for that year shall be prorated from the basic salary schedule.

At the time of leave of absence, resignation, termination or discharge, a principal's annual vacation days will be prorated in proportion to the time worked. If an excess amount has been used, the principal is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Upon retirement, resignation, termination or dismissal, 52 week employees will be paid for earned, unused vacation days to a maximum of ~~twenty-five (25) days~~ thirty-five (35) days. Employees working 45 weeks will be paid for earned, unused vacation days to a maximum of ~~twenty-two (22) days~~ thirty-two (32) days.

Section 4.3 Legal Holidays and Emergency Closings

Each principal shall perform services on those work days designated by the Employer, including those legal holidays on which the Employer is authorized to conduct school. Each principal shall also perform services on such work day or days as the Employer shall determine in lieu of any work day or days canceled due to any emergency; provided, however, that the Employer shall make every reasonable effort to ensure that any canceled workdays which are rescheduled occur prior to the last regularly scheduled workday for the school year. The Employer recognizes the right of the Association to meet and confer regarding the rescheduling of work days and changes in the length of the work day.

Article V

Compensation

Section 5.1 Basic Salary Schedules

The Basic Salary Schedule set forth in Appendix A (which is attached hereto and made a part of this Contract) shall be effective as of July 1, ~~2024~~ 2026, and until June 30, ~~2025~~ 2027. The Basic Salary Schedule set forth in Appendix B (which is attached hereto and made a part of this Contract) shall be effective as of July 1, ~~2025~~ 2027, and until June 30, 2026 ~~2028~~. Such basic salary schedules shall apply to the performance of basic duties during the basic school year.

Section 5.2 Status of Basic Salary Schedule

The basic salary schedule set forth in this Contract is not, and shall not be construed to be a part of the individual contract of any individual principal.

Section 5.3 Initial Placement

Initial placement on the basic salary schedule shall be determined by mutual agreement between the individual principal and the Employer.

Section 5.4 Step Advancement

During the term of the Contract, the compensation specified in individual principal contracts for principals previously placed on the basic salary schedule will reflect step advancement as follows:

A principal shall advance one (1) step for each full basic school year of employment until the maximum step has been reached. No step advancement on the salary schedule shall be granted to principals performing basic duties for the Employer for fewer than sixteen (16) weeks during the basic school year. Principals performing basic duties for the Employer for sixteen (16) weeks or more but less than thirty-two (32) weeks during the basic school year will advance one-half (1/2) step on the salary schedule. Principals performing basic duties for the Employer for thirty-two (32) or more weeks during the basic school year will advance a full step on the salary schedule. The Employer reserves the right to withhold step advancement or any other salary increase for any principal for just cause.

Section 5.5 Payment for Earned Doctorate

A principal with an earned doctorate in educational administration or other approved major will be paid $1,000 annually above the basic salary schedule step for their experience level. Verification of the earned doctorate must be provided prior to July 1 to first establish the stipend as part of the annual contract.

Section 5.6 Career Increment

A principal on step 5 of the salary schedule will be paid $4,000 annually above the basic salary.

Section 5.7 Longevity Payment

A principal in their tenth (10) year of service in the Wayzata Principal Contract shall be entitled to a $4,000 annual longevity payment.

Article VI

Insurance

<u>Section 6.1 Group Insurance Policies</u>

During the term of this Contract, the Employer shall purchase the group insurance policies described in this Article VI. It is understood and agreed that the provisions of this Article are merely descriptive of the coverage provided, and that the eligibility of a principal for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage. It is further agreed that the Employer's only obligation under the policies described in this Article VI is to make the premium payments as provided in this Contract, and no claims shall be made against the Employer in the event of a denial of insurance benefits by an insurance carrier.

<u>Section 6.2 Life Insurance</u>

Each full-time principal is eligible for group term life insurance coverage in an amount equal to two (2) times such principal's annual basic salary rounded to the next one thousand dollars ($1,000). The Employer pays the full premium for such coverage. The District life insurance policy shall provide an equal amount of accidental death and dismemberment provisions.

The District shall provide a program of voluntary supplemental term life insurance subject to Evidence of Insurability of the applicant. The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the Employer. Voluntary coverage requested by a principal shall be paid by the principal through payroll deduction.

<u>Section 6.3 Hospitalization and Medical Insurance</u>

The District's contribution towards medical/hospitalization insurance will be as follows per month and per plan for the ~~2024-2025~~ 2026-27 fiscal year:

High Deductible Insurance Plan + VEBA Contribution

Single Plan	Employee Plus One Plan	Family Plan
Full Single Premium of ~~$734.20~~ $885.75 + $60 VEBA Contribution	Full 1+1 Premium of ~~$1,463.55~~ $1,765.65 + $120 VEBA Contribution	~~Full~~ District Contribution to Family Premium of ~~$2,052.10~~ $2,313.75 + $180 VEBA Contribution

Low Deductible Insurance Plan (No VEBA Contribution)

Single Plan	Employee Plus One Plan	Family Plan
~~$734.20~~$885.75	*~~$1,463.55~~ $1,765.65*	*~~$2,052.10~~ $2,313.75*

~~For the 2024-2025 fiscal year, the Employer will contribute an amount equal to the premium for the lowest cost medical/hospitalization insurance for each full-time principal enrolled in the district medical and hospitalization insurance plan under either individual or family coverage.~~

As of the ~~2025-2026~~ 2027-28 contract, the district contribution shall not exceed ~~$2,052.10.~~ $2,429.45 for High Deductible plans. If the High Deductible insurance plan exceeds this amount, the principal shall contribute the difference. The 2027-28 district contribution for the Low Deductible plans will continue to match the corresponding High Deductible plan's district contribution (the low deductible plan is not eligible for the VEBA contributions).

Participation in the insurance program selected will be voluntary. Coverage shall be available from the first day of employment but shall be effective only upon enrollment of the individual principal and the principal's family. Each principal enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum employer contribution toward the type of coverage for which such principal is enrolled.

In the event of the death of an active principal, the employer will pay the total premium or continued hospital/medical insurance for the surviving spouse for a period of twelve (12) months.

Section 6.4 Long Term Disability

The Employer will pay the total premium for each full-time principal in the long-term disability plan with no limit on the maximum salary covered.

Section 6.5 Deferred Compensation (Tax Sheltered Wages)

A Deferred Compensation Option or 403(b) plan, shall be available to all principals. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the calendar year. Approved SRA's will be implemented not later than twenty-one (21) days following the submission of an accurate application.

For each full-time principal the Employer will match the contributions of such principal to a Deferred Compensation Agreement or 403(b) plan, subject to a maximum contribution by the Employer of six percent (6%) of such principal's basic salary. Any dollar amount that exceeds the amount allowed by the State of Minnesota or IRS regulations will be deposited into the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP). The HCSP contribution in this instance will be a District contribution only, and will not include an employee contribution.

All principal and employer contributions to deferred compensation or 403(b) plans must be within the limits specified by law.

Section 6.6 Dental Insurance

The Employer shall contribute the total monthly premium for each principal enrolled in individual employee or family coverage under the plan.

Participation in the insurance program selected shall be voluntary. Coverage shall be available from the first day of employment but shall be effective only upon the enrollment of the individual principal and their family.

Section 6.7 Reimbursement for Losses or Damages to Personal Property

The District shall reimburse administrators for losses or damages to personal property which are the result of student action or vandalism. Reimbursement shall be made only for losses which are not reimbursed by any other source and in no case shall reimbursement be less than $100 or exceed $250.00 per incident. The principal shall provide appropriate proof of loss.

Section 6.8 Benefits for Part-time Administrators

Part-time principals employed half-time (.5) or more are eligible for the same level of administrative fringe benefits as full-time principals. The Employer will pay a prorated amount for fringe benefits for principals working less than half-time (.5).

Article VII

Leaves and Absences

<u>Section 7.1 Sick Leave</u>

Employees shall receive a one-time leave allowance of thirty-five (35) days in addition to the amount granted below. Paid sick leave shall be earned each year according to the following schedule:

Weeks of Service	No. of Days Annually
52	16
45	14

Leave not used during any school year may accumulate up to a total of two-hundred sixty (260) days.

The Employer reserves the right to require substantiation of illness.

Principals who are entitled to severance pay pursuant to Article IX shall receive pay for each day of accrued, unused sick leave up to a maximum number of work days that equals one-half of the principal's annual work year pursuant to Article IV, Section 4.2.

~~An employee may use sick leave for the following reasons:~~

- ~~an employee's mental or physical illness, treatment or preventative care;~~
- ~~the mental or physical illness, treatment or preventative care of an employee's family member;~~
- ~~absence due to domestic abuse, sexual assault or stalking of an employee or their family member;~~
- ~~closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and~~
- ~~when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease~~

~~Sick leave covers the employee and the following people:~~

- ~~their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);~~
- ~~their spouse or registered domestic partner;~~
- ~~their sibling, stepsibling or foster sibling;~~
- ~~their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;~~
- ~~their grandchild, foster grandchild or step-grandchild;~~
- ~~their grandparent or step-grandparent;~~
- ~~a child of a sibling of the employee;~~
- ~~a sibling of the parents of the employee;~~
- ~~a child-in-law or sibling-in-law;~~
- ~~any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;~~
- ~~any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and~~
- ~~up to one individual annually designated by the employee.~~

The District will comply with all applicable state and federal laws regarding earned sick and safe time (ESST), including the provisions outlined in Minnesota Statutes § 181.9445–181.9448. Employees may use sick leave for reasons and individuals as permitted under these laws.

The District will provide annual communication to employees outlining who qualifies as an eligible family member under ESST.

Section 7.2 Bereavement Leave

A principal shall be granted up to five (5) days paid leave without a deduction from accumulated sick leave, per incident, during the scheduled work year due to death of an immediate family member or close personal friend. An employee's immediate family member is defined as parents, children, grandparents, grandchildren, siblings, sibling's spouse/partner, spouse/partner or spouse's/partner's parents, and spouse's/partner's siblings. This definition also includes a relative or close friend normally living in the employee's household. Any additional days granted at the discretion of the Employer will be deducted from accumulated sick leave.

A principal shall be granted, per incident, up to one (1) day paid leave without a deduction from accumulated sick leave due to the death of a current or former student, a current or former student's parent, or to support a colleague.

A principal may apply accumulated sick leave benefits toward an absence during their basic work year due to the death of other relatives or ~~close~~ friends.

Section 7.3 Personal Leave

Each full-time principal is eligible for two (2) days of leave during each basic school year for absence required for the transaction of personal business which cannot be completed outside the normal school day. This leave may accrue to a maximum of three (3) days. Requests for such leave shall be submitted for approval through ERMA at least three (3) duty days in advance, except for emergency situations.

Section 7.4 Short-Term Professional Leave

Short-term professional leaves may be granted at the discretion of the Employer.

Section 7.5 Sabbatical Leave

Qualified full-time principals are eligible for sabbatical leave upon approval by the Employer. Sabbatical leaves may be approved for graduate study in an area related to the principal's assignment or for other non-paid activities which would advance the principal's skills in their assignment. To be eligible for sabbatical, the principal shall have completed at least six (6) years of employment in the district since the initial date of employment or the end of the last sabbatical leave. The number of leaves which can be granted in any year will not exceed one. Each leave will normally be for the full basic school year and with sixty-five percent (65%) salary, payable in 24 installments upon written agreement that the principal shall return for two years following the sabbatical leave. A principal may choose instead to take 82.5% of salary for the sabbatical leave year and 82.5% of salary for the succeeding school year. All applications will be reviewed by a committee, and the recommendations made by the Superintendent to the Board of Education, based on the premise that each leave will result in a distinct contribution to the school system which could not be accomplished without such leave.

Section 7.6 Military Leave

Leaves of absence for military service will be granted in accordance with all requirements of federal and state law.

Section 7.7 Child Care Leave

A full-time principal who has been continuously employed for a period of at least one (1) full year prior to the time that the leave of absence is to become effective may be granted a leave of absence without pay for a period of up to twelve (12) months for the purpose of providing full-time care for a newborn or newly adopted child or children. An employee may utilize accumulated sick and/or vacation leave up to a maximum of twelve (12) weeks, minus the disability period, for child care leave. Additional days may be granted based on individual circumstances. Written application for such leave shall be submitted to the Superintendent at least four (4) months prior to the effective date of such leave.

A child care leave shall be for the period approved by the Employer in consultation with the principal. The Employer may adjust the starting time for the leave for good cause shown.

Section 7.8 Special Leave Without Pay

Special leaves without pay may be granted at the discretion of the Employer.

Section 7.9 Applications for Leave

Applications for sabbatical leave and long-term leaves of absence must be submitted by February 1, preceding the basic school year for which such leave is requested.

Section 7.10 Fringe Benefits During Leave

A principal on non-paid leave of absence shall remain eligible for all employee benefit plans according to State and Federal guidelines except income protection insurance, but must pay the entire premium while on leave. A principal on paid leave of absence shall remain eligible for all employee benefit plans, and benefit coverage based upon income shall be based upon the salary such principal would ordinarily have received without the leave of absence.

If a principal on paid leave of absence resides outside the service area of any District sponsored hospital/medical insurance plan, the principal shall be eligible for the average employer contribution toward the premium actually charged by such principal's insurance carrier for hospital/medical insurance.

For a principal who qualifies under the Family or Medical Leave Act, the District will make its usual contributions toward health and dental insurance for up to a maximum of 12 work weeks commencing on day one of the approved leave, including leaves under any worker's compensation provision or law. The District may request reimbursement for such contributions if the principal does not return to work full-time within 12 calendar months of the first day of leave.

Section 7.11 Worker's Compensation

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

Section 7.12 Jury Duty

For any principal who is required to serve as a juror, the Employer shall make up the difference between such principal's basic salary and the fees received by the principal (less the mileage, parking, and meals). In order to be eligible for this supplement the principal must submit to the Payroll Office an itemized certification of fees and expenses for jury duty. Reasonable notice to the Superintendent is required for absence due to jury duty. A principal is also required to notify the Superintendent when being excused for jury duty.

Section 7.13 Professional Organizations and Professional Development

The district shall pay expenses incurred by attending local and state meetings, seminars, and conventions. The district will pay for expenses incurred by attending national conventions for Principals and Associate Principals annually. Attendance at national conventions or any other meetings and seminars shall be subject to the approval of the Superintendent and shall be within the budget established for such purpose. The District shall pay state and national principal association dues for Principals and Associate Principals. The District shall pay the annual Board of School Administrators fee.

Section 7.14 Vacation

To the extent permitted by law, each year, up to five (5) unused vacation days will be converted at fiscal year-end to a daily rate of pay and ~~credited to to the Health Care Savings Plan (HCSP) established by the Minnesota State Retirement Systems~~ contributed to the employee's 403 (b) plan. The District will verify the unused days and determine the number eligible for conversion. Verification of these unused days will be determined by the absence reports submitted through the on-line attendance system to Payroll.

Section 7.15 Holidays

Each year, the Employer will designate eleven (11) holidays to 52 week employees and these days are included in the salary. Typically, the holidays will be as follows, however, refer to the annual school calendar for final dates.

Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day, New Year's Day, Martin Luther King Holiday, Presidents' Day, Memorial Day and Juneteenth.

Each year, the Employer will designate nine (9) holidays to 45 week employees and these days are included in the salary. Typically, the holidays will be as follows, however, refer to the annual school calendar for final dates.

Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day, New Year's Day, Martin Luther King Holiday, Presidents' Day and Memorial Day.

Article VIII

Unrequested Leave of Absence

Section 8.1 Purpose

This Article has been agreed upon by the Employer and the Association pursuant to the provisions of M.S. 125.12, Subd. 6.a. Accordingly, the provisions of M.S. 125.12, Subd. 6.b shall not be applicable to any employee included in the appropriate unit.

Section 8.2 Seniority Date

Seniority shall be based upon continuous and unbroken employment with the Employer from most recent date of selection as an administrator, including periods of employment as an administrator outside the appropriate unit and periods on authorized leave of absence. Each employee employed under individual written contract pursuant to Minnesota Statutes in a position for which an administrative certificate is required by the State Board of Education will be assigned a seniority date based upon the first day of actual service for the Employer pursuant to such individual contract; provided, however, that such contract must be the equivalent of 80% of a full-time contract in order to qualify a principal for the establishment of a seniority date. The original seniority date shall be retained by any principal whose employment has been legally terminated by resignation or termination pursuant to Minnesota Statute, but whose employment was subsequently reinstated by the Employer without actual interruption of regular service. If an employee is transferred from the teacher employee group, they will also remain on the teacher seniority list for the equivalent of one (1) school year. After the one (1) school year, they will only be included in the principal seniority list.

Section 8.3 Seniority List

For the purposes of this Article there shall be seven (7) Administrative Levels, as follows:

Secondary Principal
Middle School Principal
Elementary Principal
Associate Principal - High School
Associate Principal - Middle School
Associate Principal - Middle 10 months
Associate Principal - Elementary 10 months

The Employer shall prepare from its records a Principal seniority list, in order of seniority date, which shall contain the seniority date, name, administrative level(s) with district employment experience area(s) of certification, and district seniority date for each employee. The Employer will provide the list to the Association on or before November 15 of each year. Any principal may challenge the correctness of the information contained in the posted seniority list by filing a grievance. In the absence of a grievance filed within fifteen (15) duty days from the date of posting, the posted Principal seniority list will be conclusively deemed to be correct.

Section 8.4 Unrequested Leave of Absence

The Employer may place principals on unrequested leave of absence for the reasons authorized by Minnesota Statutes. In the reduction of staff at any Administrative Level principals currently employed at such Administrative Level will be placed on unrequested leave of absence in the following order.

a) Principals not on the seniority list
b) Principals employed on temporary approval by the State Department of Education
c) Principals with limited licenses
d) Principals during their probationary period
e) Principals who have completed their probationary period

Within each of the foregoing classes, the principal lowest on the applicable seniority list shall be the first principal placed on unrequested leave of absence. Among principals whose positions on the seniority list is tied, the Employer shall select the principal to be placed on unrequested leave of absence, based upon criteria including, but not limited to, performance, training, experience and skills in special assignments. If an unrequested leave of absence for any principal would result in any violation of the Employer's affirmative action program, the Employer may retain the principal with less seniority and the next senior principal in the field shall be placed on unrequested leave of absence. Any principal placed on unrequested leave of absence pursuant to this Section shall be notified, in writing, of such unrequested leave of absence by June 1, together with a statement of the reasons therefore.

Section 8.5 Bumping Rights

Any employee placed on unrequested leave of absence (whether or not a member of the appropriate unit) who has direct employment experience at a particular Administrative Level, and who has a currently valid certificate from the State Board of Education for such Administrative Level, may elect to displace any principal at such Administrative Level who is lower on the Administrative Seniority List. Any principal so displaced shall be placed on unrequested leave of absence and shall be so notified in writing. Bumping rights may only be exercised by written notice to the office of the Executive Director of Human Resource Services within seven (7) duty days from the date of receipt of notice of placement on unrequested leave of absence.

Section 8.6 Status While on Leave

Any principal placed on unrequested leave of absence shall remain eligible for all employee benefit plans except income protection insurance, but must pay the entire premium while on leave. A principal on such leave may engage in any occupation during the period of such leave, and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Compensation Act.

Section 8.7 Recall

Except as otherwise provided in this Section, no new principal shall be employed at any Administrative Level by the Employer in a full-time position while there is available, on unrequested leave of absence a principal with direct employment experience at such Administrative Level who is properly certified to fill the vacant position. A principal placed on unrequested leave of absence shall be recalled, as full-time positions become available, to the full-time position at the Administrative Level from which such principal was placed on leave, or if not available, to any other full-time position for which such principal has direct employment experience at that particular Administrative Level. Reinstatement shall be in the inverse order of placement on leave; the last principal placed on unrequested leave of absence who is eligible for the position shall be the first recalled. Notice of recall by the Employer shall be complete upon mailing such notice by certified mail addressed to the last known address provided by the principal to the office of the Executive Director of Human Resource Services. If notice of recall is given to any principal on or after August 16 of any school year, such principal shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year; provided, however, that any principal so deferring the date of return to actual service shall sign an individual contract for such next succeeding school year. Any principal accepting recall shall notify the Employer of such acceptance in writing, including notification of any election to defer the effective date of return to actual service, within fifteen (15) duty days after the date of mailing of the notice of recall. In the event a principal accepts recall but defers the effective date of return, the Employer shall be free to fill the vacant position on a temporary basis from any source, without regard to principals remaining on unrequested leave of absence. The Employer shall also be free to fill any position on a temporary basis pending completion of the recall procedure.

Section 8.8 Termination of Rights

A principal's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:

a) resignation;

b) retirement;

c) discharge or termination of contracts;

d) failure to return at the expiration of a leave of absence or any authorized extension thereof;

e) failure to give written notification to the Employer accepting recall to an equivalent position as the principal's position at the time of placement on unrequested leave, including notification of any election to defer the effective date of return to actual service, within fifteen (15) calendar days after the date of mailing of the notice of recall; or

f) expiration of three (3) years from the effective date of an unrequested leave of absence without recall.

Article IX

Severance and Retirement Insurance Benefits

This entire section (9.1, 9.2, 9.3, 9.4, and 9.5) will apply only to employees whose service with the School District has been full-time and continuous as defined by this agreement and whose

service began prior to June 30, 2018. For employees whose employment with the School District began after this date, the provisions of this section will not be applicable.

Section 9.1 Statutory Authority

The parties have agreed upon the following standards and procedures for the implementation of a program of severance pay pursuant to M.S. 465.72 and 722.

Section 9.2 Principals Eligible

A principal will be eligible for severance pay upon meeting the following standards:

a) Employed in the Wayzata Public School District as a principal prior to June 30, 2015.

b) The principal must have completed a minimum of 20 years as a full-time principal in the Wayzata School District, or at least 10 years as a full-time principal in the Wayzata School District and 15 years of full-time teaching or principal experience in elementary or secondary schools for a total of 25 years of full-time experience.

c) The principal must have attained the age of 55 years as of June 30 of the school year in which application is made or as of the projected date of retirement if other than June 30.

d) The principal must submit a written application for severance pay to the Superintendent by February 1 or at least five (5) months prior to retirement if the effective date is other than June 30. The application must include a letter of resignation effective on June 30 or other requested retirement date if the application for severance pay is approved. Applications for retirement at dates other than June 30 must include the rationale for the requested date and must be approved by the Superintendent.

e) The School Board shall act on the application for severance pay at its first regular meeting occurring on or after February 10 for retirements the following June 30 or at the first regular meeting occurring ten (10) days or more after receipt of the application for retirements at other approved times.

f) No severance pay will be paid to any principal who has been discharged for cause by the Employer.

Section 9.3 Amount

A principal whose application for severance pay is approved by the Board will be paid an amount equal to one-half of the principal's annual salary in effect for retirement as of June 30 or one-half of the salary for the preceding twelve (12) months for retirement on other approved dates.

Section 9.4 Payment

For purposes of this section, Severance Pay is defined as Sick Leave conversion, and the Severance Pay Calculation. The employee will not receive direct payment from the District for severance pay.

Severance Pay will be distributed according to the following plan: 50% will be distributed to the Minnesota State Retirement System Health Care Savings Plan and the remainder will be distributed to a 403(b) account established by the employee exclusively for the purpose of receiving such payment ("the Severance 403(b)").

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee. The information needed shall be provided regardless of whether the employee has retired or is still employed by the District. For purposes of calculating the deferment limit, the District will provide the employee with contribution information for the last 12 months.

The District contribution to the Severance 403(b) shall be made on the schedule currently used, except that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed.

The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of severance due.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date (e.g. June 30th retirement, the first payment would be July 31st of the same year and the final payment would be January 15th of the following year).

Section 9.5 Insurance Benefits

For eligible principals, the following retirement benefits apply. Any eligible principal who has completed ten (10) or more years of continuous service to the District and has attained the age of fifty-five (55) as of the effective date of retirement, shall be eligible for a District contribution of $1,000 per month into the Minnesota State Retirement System Health Care Savings Plan. The District will deposit into the Minnesota State Retirement System Health Care Savings Plan the equivalent of one thousand (1,000) dollars per month for the time between retirement and Medicare eligibility. The entire amount will be calculated and deposited within sixty (60) days of retirement. The contribution will not exceed a period of ten (10) years. The District will contribute up to $120.00 per month towards the full premium for dental insurance up to age-qualified Medicare eligibility, not to exceed ten (10) years. Such hospital/medical and dental-insurance shall terminate at age-qualified Medicare eligibility.

Benefits available under the hospital/medical insurance plan shall be coordinated with any government-provided benefits (such as Medicare) when eligible to do so to provide the same total benefits available to similar employees actively at work.

The Employer contribution to hospital/medical insurance shall terminate at age-qualified Medicare eligibility. The Employer contribution towards dental insurance coverage shall terminate at age-qualified Medicare eligibility. By paying their own premiums, retired employees may continue to receive hospital/medical insurance and/or dental insurance even if the retiree is no longer eligible for District contributions.

Benefits under the life insurance plan shall be based on the last annual salary of the retired principal. Life insurance coverage shall terminate at the end of the month in which the retired principal attains the age of seventy (70), unless the retired employee is a participant in the administrative incentive life insurance plan.

Certain Employees with board approval shall be eligible for coverage under the school-owned split-dollar Life insurance policy (“SOLI”). If covered under the SOLI, an Employee who at the time of separation from service with the District (a) has completed 10 years or more of service with the District, and (b) is age 55 or more, shall designate the direct and contingent beneficiaries an amount of Net Death Proceeds not to exceed two times (2x) the Employee’s compensation at the time of separation from service with the District rounded to the next higher $1,000 increment. The SOLI shall include a double indemnity for accidental death. This coverage shall be effective until the end of the calendar month in which former Employee reaches age seventy (70). Beginning with the month following the month in which the former Employee reaches seventy (70), the SOLI death benefit reduces to $25,000. An Employee covered under the SOLI cannot be covered under another school sponsored life insurance coverage.

In the event of the death of a retired employee, the Employer will continue its contribution for continued hospital/medical insurance for the surviving spouse/eligible dependent children for a period of twelve (12) months or until the date the retired employee would have reached the end of the Employer’s contribution period, whichever occurs first. The surviving spouse may, at their own expense, continue participation in the hospital/medical insurance plan beyond the twelve (12) month period.

Article X

Pay Periods

A principal's annual basic salary will be paid in twenty-four (24) equal installments.

Article XI

Grievances and Arbitration

Section 11.1 Purpose

The purpose of this Article is to secure, at the lowest possible administrative level, an equitable resolution of any grievance which may arise during the term of this Contract.

Section 11.2 Representation

Any principal, administrator, the Association, or the Board of Education may be represented at any stage of the grievance procedure by any person or agent designated by such party to act on their behalf.

Section 11.3 First Stage

Any principal with a grievance shall first attempt to resolve such grievance through an informal conference with the Executive Director of Human Resource Services. Any principal who is not satisfied with the informal adjustment of their grievance must, within fifteen (15) duty days of the event giving rise to the grievance, file with the Executive Director of Human Resource Services a written statement of their grievance on the form set forth in Appendix C. The written statement must be dated and signed by the principal and shall set forth the facts and state the provisions of this Contract alleged to have been violated. A "class grievance" affecting a group of principals shall be signed by at least one of such principals and a representative of the Association, and may be appealed from one Stage to the next by the Association. The Executive Director of Human Resource Services may meet with the principal to discuss the grievance, and shall indicate their disposition of the grievance, in writing, with a copy to the principal and to the Association. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) duty days after the written statement has been filed, the principal may appeal the grievance to the Second Stage.

Section 11.4 Second Stage

A principal who is not satisfied with the disposition of their grievance at the First Stage shall file a copy of the written statement of their grievance with the Superintendent within ten (10) duty days after the grievance has reached the First Stage. The Superintendent may meet with the principal to discuss the grievance and shall indicate their disposition of the grievance, in writing, with a copy to the principal and the Association. If the parties fail to agree or the matter has not been satisfactorily adjusted within ten (10) duty days after the grievance has reached the Second Stage, the principal may appeal the grievance to the Third Stage.

Section 11.5 Third Stage

Within fifteen (15) duty days after the grievance has reached the Second Stage, a principal who is not satisfied with the disposition of their grievance at the Second Stage shall file with the Superintendent a written request for a conference with the Board of Education regarding the grievance. At its next meeting, the Board of Education shall set a time for a conference of the principal with the Board or with a committee or representative of the Board, which conference shall take place within fifteen (15) duty days of such meeting. If the grievance is not satisfactorily resolved as a result of such conference it shall be referred to arbitration within fifteen (15) duty days of such conference.

Section 11.6 Submission to Arbitration

The Association may submit to arbitration any grievance which has been properly processed through the Third Stage of the grievance procedure. The Association must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) duty days after the Third Stage conference with the Board of Education. Arbitration proceedings shall be conducted according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 11.7 Jurisdiction and Authority of Arbitrator

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in the Contract. The decision of the arbitrator shall be binding on both parties, subject to all the limitations of arbitration decisions set forth in the PELRA.

Section 11.8 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of a principal or the Association to comply with the limitations specified shall constitute a waiver of the grievance. Failure of the Executive Director of Human Resource Services, the Superintendent or the Board of Education to act within the time limitations specified shall constitute a denial of the grievance and shall permit the principal or the Association to proceed to the next stage.

Article XII

Management Rights

Section 12.1 Authority and Power of the Employer

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control and direct the operation of the School District, and to adopt, modify or repeal policies, rules, and regulations for the District. All such authority and power of the Employer shall continue unimpaired except as limited by a specific provision of this Contract.

Section 12.2 Provisions Contrary to Law

Any portion of this Contract which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or thereafter, shall be null and void and without force and effect. The provisions of this Contract shall be severable, and if any provisions hereof or the application of any provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of such provision under other circumstances. The Employer and the Association shall meet to attempt to negotiate an amended clause to replace any invalid provision. However, the Employer reserves the final right to amend any provision of this Contract as necessary to comply with federal or state laws or rules and regulations promulgated thereunder.

Article XIII

Strikes and Work Stoppages

Section 13.1 Strikes and Work Stoppages

The School Board and the Association mutually recognize that their first obligation is to the public and that the right of students and residents of this district to the continuous and uninterrupted operation of their schools is of paramount importance. During the term of this Agreement, neither the Association nor any individual principal shall engage in any strike, work stoppage or similar withholding of services. In the event of strikes or work stoppages by other employees, principals covered under this Agreement are to be considered on continuing employment for the purpose of carrying out School Board policy and for ensuring the protection of personnel and property. If a strike necessitates extending the school year and results in extending the principal's contract year, payment for each additional work day will be based upon each individual principal's annual salary divided by the annual number of work days under such principal's contract.

Article XIV

Duration and Renegotiation of Contract

Section 14.1 Term of Contract

This contract shall become effective as of July 1, ~~2024~~ 2026, and shall continue in full force and effect to and including June 30, ~~2026~~ 2028, and for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article XIII.

Section 14.2 Effect of Contract

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this contract, are hereby superseded.

Section 14.3 Termination or Modification

Either party desiring to terminate or modify this Contract must notify the other party in writing at least thirty (30) but not more than one hundred fifty (150) days prior to June 30, ~~2024~~ 2026, or at least thirty (30) days but not more than one hundred fifty (150) days prior to June 30 of any year thereafter. A notice of desire to modify this Contract shall set forth specifically all proposed modifications sought by the party and all clauses of this Contract for which no modifications are sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

Section 14.4 Negotiations During Term

The parties mutually acknowledge that during negotiations which resulted in this Contract each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for principals. All understandings and agreements arrived at by the parties are set forth in this Contract.

For the duration of this Contract the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed; provided, however, that any provision of this contract may be amended in writing at any time, by mutual consent of the parties.

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

INSERT SIGNATURE SECTION

Appendix A - Basic Principal Salary Schedule (Effective July 1, 2026)

Independent School District 284
Wayzata, Minnesota

Basic Principal Salary Schedule (Effective July 1, ~~2024~~ 2026)

	45 Weeks Associate Elementary Principal	45 Weeks Associate Middle School	52 Weeks Associate Middle School	52 Weeks Associate High School	52 Weeks Elementary Principal	52 Weeks Middle School Principal	52 Weeks High School Principal
Salary Matrix							
1	$117,729	$122,229	$141,331	$148,065	$156,015	$161,978	$179,202
PHD	$118,729	$123,229	$142,331	$149,065	$157,015	$162,978	$180,202
2	$123,803	$128,292	$148,630	$155,879	$165,204	$170,841	$189,346
PHD	$124,803	$129,292	$149,630	$156,879	$166,204	$171,841	$190,346
3	$129,878	$134,354	$155,930	$163,692	$174,393	$179,705	$199,491
PHD	$130,878	$135,354	$156,930	$164,692	$175,393	$180,705	$200,491
4	$135,952	$140,417	$163,229	$171,506	$183,582	$188,568	$209,635
PHD	$136,952	$141,417	$164,229	$172,506	$184,582	$189,568	$210,635
5	$142,026	$146,479	$170,528	$179,319	$192,771	$197,431	$219,779
PHD	$143,026	$147,479	$171,528	$180,319	$193,771	$198,431	$220,779

Appendix B - Basic Principal Salary Schedule (Effective July 1, 2027)

Independent School District 284
Wayzata, Minnesota

Basic Principal Salary Schedule (Effective July 1, ~~2025~~ 2027)

Salary Matrix	45 Weeks Associate Elementary Principal	45 Weeks Associate Middle School	52 Weeks Associate Middle School	52 Weeks Associate High School	52 Weeks Elementary Principal	52 Weeks Middle School Principal	52 Weeks High School Principal
1	$121,143	$125,774	$145,430	$152,359	$160,539	$166,675	$184,399
PHD	$122,143	$126,774	$146,430	$153,359	$161,539	$167,675	$185,399
2	$127,393	$132,012	$152,940	$160,399	$169,995	$175,795	$194,837
PHD	$128,393	$133,012	$153,940	$161,399	$170,995	$176,795	$195,837
3	$133,644	$138,250	$160,452	$168,439	$179,450	$184,916	$205,276
PHD	$134,644	$139,250	$161,452	$169,439	$180,450	$185,916	$206,276
4	$139,895	$144,489	$167,963	$176,480	$188,906	$194,036	$215,714
PHD	$140,895	$145,489	$168,963	$177,480	$189,906	$195,036	$216,714
5	$146,145	$150,727	$175,473	$184,519	$198,361	$203,156	$226,153
PHD	$147,145	$151,727	$176,473	$185,519	$199,361	$204,156	$227,153

Appendix C - Grievance Form

Independent School District 284
Wayzata, Minnesota
GRIEVANCE FORM

Grievance No. ______________
(Assigned by Employer)

Principal Presenting Grievance: ________________________________ ________________________

Name School

Date of Incident: ____

Description of Grievance:

Specific Provision(s) of Contract Allegedly Violated:

Date: ______________________ ________________________________

Principal

____

Association Representative
(For "Class Grievance")

Disposition of Grievance:

Date: ______________________ ________________________________

Executive Director, Human Resource Services

Appeal to Second Stage: ☐ Yes ☐ No

Signature ______________________________ Date ______________________

Second Stage Disposition:

Date: ____

Superintendent

Appeal to Third Stage: A conference with the Board of Education is hereby requested.

☐ Yes ☐ No

Signature: ____________________________ Date: ____________

Appendix D - Retirement Pay Window – Retirement Pay

MEMORANDUM OF UNDERSTANDING

Retirement Pay Window – Retirement Pay

For employees who will meet the eligibility requirements under Section 9.2 of Retirement Pay, the parties have agreed to the following:

Upon completion of three (3) years of service as a full-time principal in the Wayzata School District and effective ten (10) years prior to reaching eligibility for retirement pay benefit, the District agrees to deposit the dollar equivalent of 5% (five) percent of the employee's annual salary as of June 30th of each year within sixty (60) days for ten (10) years as follows:

- 100% will be distributed to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP)

As soon as practical upon initial implementation, if the employee has less than ten (10) years remaining until retirement pay benefit eligibility, the District will distribute a lump sum equivalent to catch up the employee as if deposits began during the year that was ten (10) years prior to reaching eligibility for receiving retirement pay. This is intended to replace the former severance payment language at the time of retirement.

Example: Employee A will be eligible in four (4) years to receive retirement pay. The District will distribute 30% of Employee A's salary in the first year and 5% of Employee A's annual salary for each of the next four (4) years.

INSERT SIGNATURE SECTION

Appendix E - Sick Leave Conversion

MEMORANDUM OF UNDERSTANDING

Sick Leave Conversion

For employees who will meet the eligibility requirements under Section 9 of Severance and Retirement Pay and are scheduled to work 260 days the parties have agreed to the following:

Upon completion of three (3) years of service as a full-time principal in the Wayzata School District and effective ten (10) years prior to reaching eligibility for sick leave conversion, the District agrees to deposit, prior to June 30 of each calendar year, the dollar equivalent of 13 sick days at the employee's daily rate of pay as of June 30th of each year as follows:

- Sick days will be converted at the employee's daily rate of pay and distributed to a 403(b) account established by the employee exclusively for the purpose of receiving such deposits ("the Retirement 403(b)")

As soon as practical upon initial implementation, if the employee has less than ten (10) years remaining until retirement pay benefit eligibility, the District will distribute a lump sum equivalent to catch up the employee as if deposits began during the year that was ten (10) years prior to reaching eligibility for receiving retirement pay – sick leave conversion. This is intended to replace the former sick leave conversion payment language at the time of retirement.

Example: Employee A will be eligible in four (4) years to receive retirement pay- sick leave conversion. The District will convert and distribute 78 sick days (6 years times 13 sick days) at Employee A's daily rate in the first year and 13 days of Employee A's daily rate for each of the next four (4) years. For Employees who are not scheduled to work 260 days, the sick leave conversion in Section 9.2 will continue to apply.

In the event that an employee's sick leave balance would fall below 35 sick days, payment will be limited to the number of sick days without going below 35 sick days. At the discretion of the Executive Director of Human Resources, additional sick days may be granted for the critical illness of an employee if the sick leave conversion window leaves an employee without short term disability coverage to bridge long-term disability eligibility.

INSERT SIGNATURE SECTION

Appendix F - Sick Leave Accumulation

MEMORANDUM OF UNDERSTANDING

Staff having thirty (30) or more accumulated sick days may elect to convert sick leave days to cash at ~~$155~~$165/day and the following conditions. The District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to cash. This payment will be made to an eligible tax deferred plan within 60 days after the end of the fiscal year on the following basis:

For employees who have not participated in sick leave conversion,

Accumulated Sick Leave	Amount
30 – 60 days accumulated sick leave	1 day (~~$155~~$165)
60+ days accumulated sick leave	2 days (~~$310~~$330)
90+ days accumulated sick leave	3 days (~~$465~~$495)
120+ days accumulated sick leave	4 days (~~$620~~$660)
184+ days of accumulated sick leave	Number the employee would convert to a maximum of 10 days (~~$1,550~~$1,650)

For employees who have or are participating in the Sick Leave Conversion (Appendix E):

30 days accumulated sick leave	5 days (~~$775~~$825)

An employee who is at least age fifty-five (55) and has completed a minimum of ten (10) years of service in the capacity of a principal, at least eight (8) hours per day and 52 weeks per year, shall receive payments for ~~$155~~$165 per day for unused sick leave exceeding 35 days at the time of retirement; not to exceed one-half of annual work days. Pay will be distributed to the Minnesota State Retirement System Health Care Savings Plan within 60 days of retirement.

INSERT SIGNATURE SECTION

Appendix G - PTO Conversion

Memorandum of Understanding

Whereas, Independent School District 284, Wayzata Public Schools ("District") and Wayzata Principal Association ("WPA") have a common mission to provide excellent working conditions for our principals, while recognizing the challenges associated with the implementation of new labor laws in the state of Minnesota ~~and want to continue exploration of ways we can make our structures more accommodating and flexible~~:

Whereas, it is the District and WPA's objective to create a committee to review the benefits and challenges of implementing a PTO structure for time off.

Be it THEREFORE resolved that:

1. ~~The principals will work in collaboration with the WEA (Wayzata Teachers's Association) to create a structure for PTO.~~ The WPA will provide up to five (5) representatives to meet with a District team, which will include the Executive Director of HR and one school board member, to further study the benefits and challenges associated with the transition to a PTO model for the WPA. This committee will initially meet no later than Jan. 1, 2027, and will continue to meet until a decision is made.

2. ~~That a structure for PTO may be implemented in the 2025-2026 school year.~~ If there is mutual agreement to move forward with a PTO structure in place of the current Personal/Vacation/Sick leave structure articulated in the contract, it may be implemented for the 2027-28 contract year. If the District or WPA decides that they do not wish to move forward with a PTO model at any point following the initial meeting, the committee will cease to meet and the existing contract language specific to the current Personal/Vacation/Sick leave structure will continue to apply as written.

Memorandum established in the 2024-2026 contract.

INSERT SIGNATURE SECTION

Appendix H - Retirement Insurance Benefits

MEMORANDUM OF UNDERSTANDING

Retirement Insurance Benefits

(Article IX, Section 9.5, Hold Harmless Provision)

For employees who will meet the eligibility requirements under Article IX,Section 9.5 of Retirement Insurance Benefits and as of June 30, 2018 are within ten (10) years of reaching eligibility for the Retirement Insurance Benefits, the District agrees to make a one-time lump sum payment within 60 days of July 1, 2018 to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

The District will distribute a lump sum deposit equivalent to catch up the employee as if the employee began receiving a three (3%) percent contribution into the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) during each of the years prior to July 1, 2018 that the employee was within ten (10) years of reaching eligibility for receiving Retirement Insurance Benefits. The amount will be calculated by multiplying the employee's July 1, 2018 salary by three (3%) percent times the number of years prior to reaching eligibility for receiving Retirement Insurance Benefits, not to exceed ten (10) years.

The lump sum equivalent is intended to hold the employee harmless as the District sunsets retirement insurance benefits and migrates from a three-tier contribution based upon the corresponding plan's contribution premium amounts to one District contribution amount regardless of plan selection for all remaining eligible retirees. The lump sum equivalent is not intended to make the employee ineligible for benefits described in Article VI, Section 6.5 or Article IX, Section 9.5 if the employee meets eligibility requirements within each Section.

For employees who will meet the eligibility requirements under Section 9.5 of Retirement Insurance Benefits and as of June 30, 2018 are within ten (10) years of reaching eligibility for the Retirement Insurance Benefits, the employee may make a one-time irrevocable election to retain the current district contribution to the retiree health insurance in amounts and in the manner prescribed in the contract as of June 30, 2018. Thus, the retiree must participate in the District's health plan to receive a District contribution. If this election is selected by the employee, the one time-time lump sum payment described herein will be forfeited in addition to the one time deposit at retirement. District contribution rates will remain at the amounts stated in the contract as of June 30, 2018 as the employee will begin receiving a 6% 403(b) match that is deemed to provide a portion of the resources for the increased premium cost of the insurance selected.[1]

INSERT SIGNATURE SECTION

[1] June 30, 2018 Health Insurance Rates: Single coverage, not to exceed $960 per month, Employee plus One coverage, not to exceed $1,936.00 per month, and Family coverage, not to exceed $2,670.00 per month