

**INDEPENDENT SCHOOL DISTRICT #2143
WATERVILLE-ELYSIAN-MORRISTOWN PUBLIC SCHOOLS
Waterville, MN. 56096**

2021-2023 TERMS AND CONDITIONS OF EMPLOYMENT FOR PRINCIPALS

The School Board of Independent School District #2143, Waterville MN., enters into this agreement with **Bobbie Jo Bastian**, a legally qualified and licensed Principal, who agrees to perform the duties of Principal in the Elementary Building of the School District.

BENEFIT PROVISIONS

Sect. 1 Hospitalization - Major Medical Insurance: The School District shall pay the full Premium for individual coverage. A Principal who chooses not to enroll in the District's health and hospitalization insurance will receive additional compensation in the amount of \$2,500 which the Principal may use for any purpose except to pay for coverage under the District's health plan. This amount will be paid to the employee, in the form of taxable salary, on a per paycheck basis.
dollar amounts are not calculated into salary for the purpose of reporting to TRA.

Sect. 2 Dental Insurance: The School District shall provide the principals and their dependents a comprehensive dental plan of which the District shall pay up to \$60 per month.

Sect. 3 Life Insurance: The School District shall provide term coverage in the amount of \$125,000.00.

Sect. 4 Long-term Disability Insurance: The School District shall pay the premium for a plan which provides a monthly benefit equal to 70% of the current salary with the ability to utilize sick leave until exhausted. Insurance is effective thirty (30) days following disability (defined by the carrier).

Sect. 5 Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in Sections 1-4, above, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Sect. 6 State Approved Tax-Deferred Matching Program - 403B:

Subd. 1. The School District will contribute according to the following matching schedule:

| <u>Service Years Match</u> | <u>Amount</u> |
|----------------------------|---------------|
| 0-2 | \$0 |
| 3-9 | \$1,200 |
| 10-14 | \$1,380 |
| 15-19 | \$1,650 |
| 20-24 | \$2,100 |
| 25+ | \$2,550 |

Subd. 2. The match must be dollar for dollar, however, the individual may contribute more than the School District. The match will be in equal dollar amounts over 24 pay periods beginning September 15th.

Subd. 3. The School District will contribute matching dollars to any district approved annuity fund.

Subd. 4. The School District contribution will begin when the Principal initiates an eligible investment program. The program will be continuous unless written notification is received by the School District. The match will upgrade automatically if sufficient funds are currently being invested. The School District will notify employees annually of their service step and amount the School District will match.

Subd. 5. Principals on an Improvement Plan are not eligible for the 403B District Match.

Sect. 7 Professional Organization Dues: The School District shall pay the cost of membership in one (1) national organization and its state affiliate. Said organization shall be related to the administrator's area of responsibility.

Sect. 8 Local Travel Allowance: Principals shall be reimbursed at the current district rate for private automobile usage which is incurred in connection with school district business.

Sect. 9 Sick Leave: A sick leave allowance of fourteen (14) days with pay shall be granted for each full work year. Leave not used shall accumulate to a maximum of 100 days.

Sick leave with pay shall be allowed by the School Board whenever a principal's absence is found to have been due to disability which prevented his/her attendance at school and performance of duties on that day or days. The School Board may require a principal to furnish a medical certificate from the school health officer or from a qualified medical service as evidence of illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a principal for sick leave is reserved to the School Board.

In the event that a medical certificate will be required, the principal shall be so advised. The School District shall pay the medical cost, if any, of the required certificate.

Sick leave allowed shall be deducted from the accrued sick leave balance earned by the principal.

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

Sect. 10 Worker's Compensation: Pursuant to M.S. 176, a principal injured on the job in the service of the School District and collecting worker's compensation, may

draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave balance.

Sect. 11 Personal Leave: Each year, a principal shall be granted three (3) non-accumulative personal leave days with pay. Such leave is to be subtracted from sick leave.

Requests for personal leave must be made in writing to the Superintendent or his/her designee at least two (2) days in advance and does not need to state reasons. In emergencies, leaves may be requested via telephone.

Personal Leave days may not be utilized during the month of May.

Sect. 12 Bereavement and Family Illness: Five (5) days, non-accumulative, will be granted each year for non-personal illness or bereavement. Such leave is to be deducted from sick leave balance. Bereavement only applies to immediate family members (spouse, children, parents).

Sect. 13 Jury Duty and Subpoena Leave: A principal who serves on jury duty or is subpoenaed shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service or subpoena appearance shall be remitted to the School District.

Sect. 14 Personnel Files: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Sect. 15 Professional Development: The District shall pay the cost of the state conference yearly for Principals, and every 3rd year for a National conference. Principals will submit written notice to the Superintendent of Schools. Superintendent approval will be contingent upon the financial condition and work schedule of the District. Only one Principal may attend the National Conference at the same time.

OTHER PROVISIONS

Sect. 1 Work Year and Salary: The duty year for principal shall be as follows:

| <u>Days</u> | <u>2021-2022</u> | <u>2022-2023</u> |
|-------------|------------------|------------------|
| 220 | \$95,373 | \$98,121 |

a. Submission of Duty Day Calendar:

i. On or before October 15, 2019, the principal shall submit a calendar for

the 2019-20 school year showing the 220 duty days proposed for that school year. For each year thereafter, the principal shall submit such a calendar to the superintendent on or before July 1.

ii. The proposed calendar is subject to the superintendent's approval in all respects. The superintendent shall approve or deny the principal's proposed duty day calendar within seven (7) calendar days of its receipt.

b. Changes to Original Duty Day Calendar

i. In the event the principal wants to change the initial calendar without changing the number of regular duty days, the principal shall submit such a request in writing to the superintendent stating the reason for and specific change(s) being requested. An example of such a situation is when the principal wants to perform a duty day on a date different than that stated on the original duty day calendar. The superintendent shall approve or deny the request within seven (7) calendar days of receipt.

c. Request for Additional Duty Days

In the event an additional duty day is proposed by the principal

i. the principal will submit for pre-approval by the superintendent a written description of the work to be performed on the additional duty day(s) and the anticipated time needed to perform the work. Within seven (7) days of receipt of the principal's request, the superintendent will approve or deny the request in writing. Superintendent will recommend approval of requested additional duty days to the board at the next regularly scheduled board meeting

ii. Completion of Additional Duty Days:

Within seven (7) calendar days following the additional duty day, the principal will submit to the superintendent a written description of the work that was performed on that day, as well as the amount of time required to complete the work.

d. Payment for Additional Duty Days

i. Only additional duty days that have been approved, worked, and verified pursuant to the above requirements will be eligible for compensation. Such days will be compensated at the principal's then current daily rate of the contract.

ii. In the event the superintendent does not approve or deny the request within an applicable time period as stated above, the proposal will be considered to be denied; provided, however, that the superintendent and School Board may approve the request in writing at a later time.

Sect. 2 Method of Payment: Principals shall be paid in twenty-four (24) equal payments, such payments to be made twice each month. In the event that the pay date falls on a weekend or a holiday, the pay date shall be the preceding work day.

Sect. 3 Deduction: In the event a principal is absent without leave and a pay deduction is to be made for such absence, the amount for the deduction for each day's absence shall be determined by the following formula:

Annual Salary/220 Duty Days

Sect. 4 A One Time Bonus Payment of \$2,500 will be paid in the 2021-22 school year.

Sect. 5 50% of each fall and winter season assigned supervision duties will be a part of administrative duties. The other 50% of each fall and winter season supervision duties will be paid at \$100.00 per event.

Sect. 6 The Principal's employment may be non-renewed, placed on unrequested leave of absence, discharged or terminated subject to the provisions and requirements of Minnesota Statutes section 122A.40, as amended.

IN WITNESS THEREOF, I have
subscribed by signature this
_____ day of _____, 2021

Principal

IN WITNESS THERE, I have
subscribed by signature this
_____ day of _____, 2021

Chairperson of the Board

Clerk of the Board

In the event this Agreement will cause or does cause penalties, fees, fines, or taxes to be assessed against the District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, fines, or taxes to be assessed against the district. The District and the employees agree that all material terms of compensation, hours, and fringe benefits (including health benefits and other coverage) may be subject to modification in order to comply with the Affordable Care Act ("ACA"), to minimize penalties, fees, fines, or taxes under the ACA, and to address any increase or decrease in cost that the ACA may require. In the event the parties cannot reach an agreement within thirty (30) days of the notice of reopening, the District will have the

right to provide coverage in addition to the coverage described herein in order to manage the potential penalties to which the District may be subject under the ACA. Such coverage, in addition to the coverage described herein, will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and will not be subject to any applicable aggregate reduction in value limitations.