

**MASTER CONTRACT**  
**INDEPENDENT SCHOOL DISTRICT 720**  
**AND**  
**THE PRINCIPALS OF DISTRICT 720**

**July 1, 2019 - June 30, 2021**

The administrative contract is entered into by the School Board of Independent School District No. 720 of Shakopee, Minnesota, 55379, hereafter referred to as the "Board" and the building principals and assistant principals, hereafter, unless otherwise noted, referred to as "Principals," of District 720.

**ARTICLE I**

**STATEMENT OF POLICY**

The school board and the building principals have mutual goals: to provide an educational program of excellence to the students within the Shakopee Public Schools; and to maintain a school operation that is efficient and equitable to the clientele and patrons of the Shakopee Public Schools.

The Board and the district principals agree to meet in good faith to negotiate hours of employment, the compensation therefor, and the economic aspects of employment.

**ARTICLE II**

**SCHOOL DISTRICT RIGHTS**

**1. Inherent Managerial Rights:**

The exclusive representative recognizes that the school district is not required to meet and negotiate on matters on inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**2. Management Responsibilities:**

The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal

limitations and with its primary obligations to provide educational opportunity for the students of the school district.

**3. Effect of Laws, Rules and Regulations:**

All employees covered by this agreement shall perform the administrative and extracurricular student supervision and other services designated by the school board and shall be governed by the laws of the State of Minnesota and by school board rules, regulations, directives and orders issued by properly designated officials to promulgate rules, regulations, directions and orders from time to time, as deemed necessary by the school board, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the school board, 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 value rules, regulations and orders of State and Federal governmental agencies. Any provisions of this agreement found to be in violations of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**4. Reservation of Managerial Rights:**

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this agreement are reserved to the school district.

**ARTICLE III**

**PRINCIPALS' RIGHTS**

**1. Right to Views:**

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

**2. Right to Join:**

Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive

representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

**3. Personnel Files:**

The individual members of the association have the right to examine their personnel file during regular school business hours.

**ARTICLE IV**

**PROFESSIONAL RESPONSIBILITIES OF PRINCIPALS**

The building principals agree to discharge their responsibilities to the Board, the faculty, and students of the Shakopee School District according to the job specification for each principal's position, and in a manner which exemplifies the fullest professional concern for the clientele and educational program of the school district. It shall be the responsibility of all principals to be informed on school district affairs so that the Board shall have the benefit of professional recommendations concerning the decisions that must be made. The Board shall expect the principals to be up-to-date on the knowledge and technology of the profession.

The school board will provide time and funds for principals to attend the local, state meetings and workshops of their associations and other agencies and groups upon approval of the superintendent. The school board will provide time and funds for principals to attend a national meeting or workshop every other year.

The school district will pay dues for membership in the state and national organization for each principal. The school district will pay each principal's annual fee for the operation of the State Administrator's Board up to \$100.

**ARTICLE V**

**MEET AND CONFER**

The Board agrees to meet and confer with the building principals to discuss policies and those matters related to employment. These meetings can be called at any time by either party. Seventy-two hours prior notice must be given by either party regarding such meetings unless both parties agree to meet immediately.

## ARTICLE VI

### CONTRACT YEAR AND PAID HOLIDAYS

#### 1. Contract Year

The contract year for all principals shall consist of 260 days. The contract year for assistant principals may consist of 260, 220, or 205 days as defined by the District

#### 2. Paid Holidays

The following days shall be considered as paid holidays for all principals within the Contract year:

July 4, Labor Day, Thanksgiving, Christmas Day, New Year's Day, Memorial Day.

In addition, five (5) days will be established annually by each principal in consultation with the superintendent. For assistant principals who work 220 days, an additional 4 days will be established, for those that work 205 days will receive no additional days.

#### 3. Vacations

- A. Principals whose contract year consists of 260 days shall be granted 25 days of vacation during the contract year. For assistant principals who work less than 260 days, no vacation time shall be granted. Any unused vacation from the previous year must be taken within twelve months after the end of the contract year it was earned or it is forfeited.
- B. All principals and assistant principals will be allowed to take portions of their vacation time at any time throughout the year subject to the written pre-approval of the superintendent or his/her designee. Normally, only 5 vacation days can be used on regular student contact days in any one year.
- C. A principal or assistant principal that has worked ten or more years for the Shakopee School District may request compensation for up to ~~20~~ 25 earned, unused vacation days available at the time of resignation. Compensation for these days will be at the daily rate of pay (yearly salary/260) paid on a payroll check with regular tax deductions.
- D. Vacation will be earned per contract year (prorated based upon hire date and number of months worked each year)

**ARTICLE VII**  
**COMPENSATION**

**1. Salary**

A. The base salaries for principals shall be as follows:

<b>Assignment</b>	<b>19-20 Base Rate</b>	<b>20-21 Base Rate</b>
High School Principal	\$139,747	\$143,241
Middle School Principal	\$131,462	\$134,749
Elementary Principal	\$126,699	\$129,867
High School Assistant Principal	\$120,515	\$123,528
Middle School Assistant Principal	\$118,584	\$121,549

B. Longevity Factor:

<b>Longevity Factor</b>	<b>19-20 Longevity Factor Rate</b>	<b>20-21 Longevity Factor Rate</b>
1 Year	\$ -	\$ -
2 Years	\$ 2,295.00	\$ 2,341.00
3 Years	\$ 4,080.00	\$ 4,162.00
4 Years	\$ 5,865.00	\$ 5,982.00
5 Years	\$ 7,650.00	\$ 7,803.00
6 Years	\$ 9,435.00	\$ 9,624.00
10 Years	\$ 11,220.00	\$ 11,444.00
15 Years	\$ 13,005.00	\$ 13,265.00

C. Education

Any principal with an earned doctorate shall receive an additional \$1,000 annually.

D. Annual salary shall be defined as base salary plus longevity plus education factor.

**2. Insurance**

A. The school board will provide each principal and assistant principal with a group term life insurance policy with a face value of equal to two (2) times

the annual salary to the nearest \$1,000 to be paid to the principal's designated beneficiary.

In the event of accidental death the insurance will pay double the specified amount. Each principal or assistant principal may personally purchase additional group life insurance coverage if the insurer permits.

- B. Duration of Insurance Contribution: A principal or assistant principal is eligible for school district contribution as provided in Article 1a as long as the principal or assistant principal is employed by the school district
- C. The Board shall provide a liability insurance policy covering the principals in an amount not less than the statutory limits. The Board agrees, as a further condition of this contract, that it shall defend, hold harmless, and indemnify the individual principals for any and all demands, claims, suits, actions, and legal proceedings brought against them collectively or individually in their individual capacities, or in their official capacities as agents for, and employees of, the Board, provided the incident arose while the principal was acting within the scope of his/her employment.
- D. Health Insurance may be purchased from the district's group carrier by the principal or the assistant principal for either single or family coverage. The premium will be deducted from the gross salary or from the fringe benefit allowance provided.
- E. Dental Insurance may be purchased from the district's group carrier. The premium will be deducted from the fringe benefit allowance provided.
- F. Long term disability insurance will be provided by the school board in an amount consistent with the group contract.
- G. For an employee eligible to retire under TRA or PERA, the District will pay for single medical insurance after retirement at the lowest premium option for up to eight (8) years or eligibility for Medicare, whichever comes first. The employee must have served the District a minimum of eight (8) years to be eligible for this benefit. Beginning January 1, 2005 this benefit would no longer be available to new hires.

It is the responsibility of each principal to make arrangements with the school business office to pay the school district the monthly premiums in advance for any insurance coverage beyond single medical insurance and on such date as determined by the school district. The principals' rights to continue participation in such group insurance will discontinue upon reaching eligibility for Medicare, or upon becoming eligible for group medical-hospitalization insurance through another employer sponsored plan.

### 3. Micellaneous

- A. Fringe Benefit Allowance. A fringe benefit allowance of \$17,767 for the 2019-2020 contract year and \$19,188 for the 2020-2021 contract year over and above the salary schedule will be provided. Each principal and assistant principal shall designate the desired allowable deductions up to a total of the amount listed above. Any unused portion of the allowance up to \$14,350 will be added to the principals/assistant principal's salary for the 2019-2020 contract year, and \$15,067 for the 2020-2021 Contract Year. If fringe benefits in an amount greater than the amounts listed above are selected, the additional cost will be deducted from salary.
- B. Auto/Phone Allowance. Each principal and assistant principal will be expected to provide a vehicle that can be used for travel between buildings and a cell phone that can be used for emergencies that may arise. Mileage accrued for school district business outside the Seven County Metropolitan Area will be reimbursed at the prevailing IRS rate. Requested reimbursement would be measured from the borders of the seven county twin cities metropolitan area to the location outside the metro.
- C. Worker's Compensation. A principal receiving compensation under Worker's Compensation may elect to apply accumulated sick leave credits to make up the difference between the Worker's Compensation payments and such principal's 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.
- D. Health Care Savings Plan Contribution. Effective July 1, 2013, Shakopee principals are eligible to participate in the State of Minnesota Health Care Savings Plan (HCSP) established under Minnesota Statute and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Board on behalf of the employee will be deposited into the employee's post-employment health care savings plan.

A district contribution of \$2500 shall be paid in the principal's name to the health care savings plan for the 2019-2020 contract year, and \$3500 for the 2020-2021 contract year. Payments shall be paid by the District in equal installments from July through June.

All principals shall contribute 0% of pay in equal installments from July through June during the duration of this contract.

- E. Patient Protection and Affordable Care Act (PPACA). In the event the School District determines that one or more of the benefits described in this Policy violates or may violate applicable federal or state laws, including, but not

limited to, the federal Patient Protection and Affordable Care Act (“ACA”); or if the School District determines that one or more of the benefits described in this Policy results in a violation or may result in a violation of the ACA or other applicable federal or state law with respect to other bargaining units or employees of the School District, this Policy may be modified for the limited purpose of adjusting the health insurance benefits described in this Policy, and compensation, in order to comply with the ACA or other applicable federal or state laws.

## ARTICLE VIII

### LEAVES

#### A. Sick Leave

Principals and assistant principals will be allowed fifteen (15) days of sick leave per year. Unused sick leave may be accumulated to a maximum of 165 days. Any principal/assistant principal returning to the district after a leave shall retain all accumulated unused sick leave. A principal’s sick leave may be used for the care of an ill child pursuant to MN Statute 181.9413.

Principals and assistant principals shall receive twenty-five (25) days of sick leave in their first year of employment. In the second year and subsequent years they shall receive fifteen (15) days. Sick will be earned per contract year (pro-rated based upon hire date and number of months worked each year).

#### B. Personal Leave

Personal leave may be granted at the discretion of the superintendent, or his/her designee.

#### C. Sabbatical Leave

The school board, at its discretion, may grant a principal/assistant principal a sabbatical leave if in the opinion of the school board the program submitted by the applicant will benefit the school district. The principal/assistant principal will become eligible for a sabbatical after five years of administrative experience in the district.

Written requests, including a detailed outline of the program of study, shall be submitted to the school board by the applicant prior to February 1. Applicants will receive written notice from the school board as to the disposition of the request by March 1.

A principal/assistant principal who is granted a sabbatical leave must commit himself/herself to serve in the Shakopee Public Schools for an amount of time commensurate with the length of the sabbatical leave following the termination of



the leave. The principal/assistant principal shall repay all salary and fringe benefits received during the sabbatical leave if he/she does not return to work as agreed upon.

Upon completion of the sabbatical leave, the principal shall return to the position occupied prior to the leave, or to a similar position previously agreed upon and shall receive credit for the service just as he/she would have had he/she been serving in the school system.

While on an approved sabbatical leave, the board shall pay the principal/assistant principal fifty percent of the salary he/she would receive during the time for which the sabbatical is granted, and pay the premiums for life, disability and medical and hospital insurance carried by the school district for its employees and the school district's share of TRA and social security payments.

#### **D. Unpaid Childcare/ Adoption Leave**

1. Unpaid childcare/adoption leave shall be granted by the School District subject to the provisions of this Section and applicable state and federal laws.
2. Childcare/adoption leave shall be granted because of the birth or adoption of a child and to care for such child.
3. A principal or assistant principal making application for childcare/adoption leave shall have the following duties:
  - a. Inform the Human Resources Manager in writing of the intention to take a leave once the adoption application has been approved and again as soon as possible after notification of the child's expected arrival date.
  - b. The application shall include the beginning date and the return date for the childcare/adoption leave.
  - c. If, due to unforeseen circumstances, the desired commencement of the proposed leave is less than 120 days, the terms of the adoption leave shall be determined by mutual agreement of the principal and the superintendent.
4. If the reason for the childcare leave is occasioned by pregnancy, a principal or assistant principal may elect to utilize sick leave pursuant to the sick leave provisions of the Agreement. A pregnant principal or assistant principal will also provide at the time of the leave application a statement from her physician indicating the expected day of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician.

5. In making a determination concerning the commencement and duration of a child care/adoption leave, the School Board shall not, in any event, be required to grant any leave more than twelve (12) months in duration.
6. A principal or assistant principal returning from child care/adoption leave shall be re-employed in a position for which the principal or assistant principal was qualified prior to the leave, provided the principal or assistant principal returns on the date approved by the School Board.
7. Leave under this Section shall be without pay or fringe benefits except as required by state or federal law. A principal or assistant principal on child care/adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she/he wishes to retain commencing with the beginning of the child care/adoption leave. The right to continue participation in such group insurance programs, however, will terminate if the principal or assistant principal does not return to the district pursuant to this section.
8. The parties agree that periods of time for which the principal or assistant principal is on child care/adoption leave shall not be counted in determining the completion of probationary period.
9. A principal or assistant principal who returns from child care/adoption leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement and the commencement of the beginning of the leave. The principal or assistant principal shall not accrue additional experience credit for pay purposes or leave time during the period for child care/adoption leave.

**E. Aging Parent Leave**

1. An unpaid leave to allow a principal to assist an aging parent shall be granted by the School District subject to the provisions of the Family Medical Leave Act.
2. The length of this leave shall be subject to mutual agreement of the principal and the Superintendent.

**F. Illness of Other Person**

Each principal shall be allowed the number of days per year identified in Minnesota Statute for illness of immediate family. Immediate family includes father, mother, stepparent guardian, spouse, adult child, grandparent, brother, sister, mother and/or father in law, brother and/or sister in law, or grandparents in-law. Five (5) days per year will be granted for aunt, uncle, and grandchild. The leave for these days shall be granted upon written request of the principal. Days used for family illness will be deducted from sick leave,

### **G. Bereavement Leave**

Each principal shall be allowed five (5) days for death of spouse, mother, father, guardian, child, step-child, sister, brother, mother and/or father in law, brother and/or sister in law, grandparent, grandchild, or grandparents in-law, and two (2) days for the death of an aunt, or uncle. Days used for bereavement shall not be deducted from sick leave.

### **H. Long Term Disability Leave**

The principal may request the district pay that portion of annual salary not covered by income protection insurance through the use of sick leave. That portion of day will be subtracted from unused sick leave for each day covered by income protection insurance until accumulated sick leave has been exhausted as allowed by School Board approved policy.

### **I. Leave for Jury Duty**

When employees of the district are ordered by the courts to report for jury duty, they will be relieved from their regular duties in the district that would conflict with this order. When relieved from jury duty during the day, the employee is to return to school for the remainder of that day. Absences for jury duty are to be arranged with the superintendent or designee as soon as the court order is received by the employee. Absences for jury duty will not count in calculating absence limitations in other policies of the District. The salary paid to the employee during absences for jury duty shall be at the regular rate less the fee paid to the employee by the court for this jury duty.

### **J. Personal Injury as a Result of Physical Assault**

A principal who is not able to work for up to three days due to a personal injury related to a physical assault while on duty in his/her capacity as principal will not be charged with any sick or personal leave for such absences.

### **I. Unpaid Leaves of Absences**

Principals who have been employed by the district for at least 5 years may apply for and be granted an unpaid leave of absence subject to the sole discretion and approval of the School Board for professional or personal reasons.

1. A leave of absence without pay will be considered for graduate study, exchange teaching, or other purposes approved by the School Board.
2. Written requests for such leave must be made in writing at least six months prior to the commencement of the leave.

3. An employee on a School District approved unpaid leave of absence shall be permitted to participate in group insurance programs, to the extent permitted by the carrier, but shall pay all premiums during the term of the leave.
4. The School District shall not be under any obligation to provide any compensation during the unpaid leave.
5. A principal returning from leave will be placed in a principal position at an equal compensation level to the position he or she left.
6. The duration of a leave of absence without pay shall be for up to one year.

## **ARTICLE IX**

### **DEFERRED COMPENSATION**

- A. Full-time principals shall be entitled to a salary matching school district contribution to the Minnesota Deferred Compensation Plan (MN Statute 352.96 and 356.24 (a) (4) or a Tax Sheltered Annuity (MN Statute 356.24 and Internal Revenue code 403b). The salary match shall equal up to 3% of the salary. In no case shall the match total more than the amount allowable under law or IRS rule. If the amount of the matching 3% of salary is above the level allowed by law for matching programs, the difference will be given to the employee as taxable salary.
- B. Principals who entered employment in District 720 after July 1, 1992 and who have completed twelve (12) years of full time service (excluding time spent on unpaid leave) shall be entitled to unused sick leave reimbursement at the rate of \$98 per day to a total maximum amount of \$16,000, reduced by the amount of the School District's total matching contribution to the Minnesota Deferred Compensation Plan and/or a Tax Sheltered Annuity during the first eight (8) years of their employment.
- C. In the event that an injury resulting from a physical assault while performing one's duties as a principal directly impacts unused sick leave reimbursement, reimbursement for days lost due to the injury may be granted at the board's discretion.
- D. The payment(s) shall be paid by the school district on a mutually agreed schedule over a period not to exceed five (5) years from the effective date of retirement. If, after the effective date of retirement, the principal dies before receiving payment, the balance due shall be paid to the principal's named beneficiary, or lacking same, to the surviving spouse of the principal, if any; otherwise, to the estate of the deceased principal.
- E. No benefits under this Article shall be granted to any principal who has been discharged for cause by the school district.

**ARTICLE X**

**PRINCIPAL ON SPECIAL ASSIGNMENT**

A Principal who volunteers for a “principal on special assignment” is considered a principal and retains all benefits provided by and is covered by all provisions of this agreement. A principal on special assignment will return to a building assignment prearranged with the superintendent.

A principal on special assignment shall receive a stipend of \$150 per check over and above his/her salary throughout the duration of the special assignment.

**ARTICLE XI**

**GRIEVANCE PROCEDURE**

In the event a principal wishes to file a grievance, the chain pursuing the grievance is as follows:

Human Resources Director, Superintendent, Personnel Committee of the Board and finally the full Board.

**ARTICLE XII**

**STRIKES AND WORK STOPPAGES**

The principals covered in this agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves to be 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 principals be halted or suspended due to strikes or work stoppages of other district employees.

**ARTICLE XIII**

**UNREQUESTED LEAVE OF ABSENCES**

**A. Seniority Date**

1. The seniority dates for new principals shall be the first day of service in the bargaining unit

**B. Principals retain all other rights under Minnesota Statutes 122A.40.**

**C. Ties**

1. The following criteria shall be used to break seniority ties in the placement of principals:

- i. Initial date of service in the District as a licensed teacher or other licensed professional.
- ii. Earliest/lowest Professional Educator Licensing and Standards Board (PELSB) file folder number.

#### **D. Placement on Unrequested Leave of Absence**

1. General. The District may place principals and/or assistant principals on unrequested leave of absence, without pay or fringe benefits at the close of the school year.

2. Method. The District will place the least senior principal within a category on unrequested leave of absence. No principal shall be placed on ULA if any other qualified principal employed in the same category is on an Improvement Plan. All unit members will be assigned a category. The categories are high school principal, middle school principal, elementary principal, high school assistant principal, and middle school assistant principal. Nothing in this language allows a principal to receive a promotion during the unrequested leave process. Principals may not assert a seniority right into a position that is promotional. Principals may assert a seniority right into a position that is not promotional.

3. Nothing in this section limits the rights of a Principal placed on unrequested leave of absence to assert statutory rights into a licensed teaching position.

#### **E. Reinstatement**

1. Recall. Principals will be recalled from an unrequested leave of absence to available positions for which they are licensed. Principals cannot assert a reinstatement right to a promotional position. The principal with the highest seniority date will be reinstated first.

2. No appointment of a new principal will be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy.

3. Notification will be by phone and to the principal's email address. In the event a principal declines a principal position or fails to notify the District in writing of the principals' intentions within fifteen (15) days of the date of notification, the principal is removed from the recall list. A principal on unrequested leave of absence will provide the district with appropriate contact information for purposes of notification in this section.

4. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three years from the date the principal's unrequested leave of absence began or until the principal fails to respond within fifteen (15) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first. The three-year reinstatement period ends on the first day teachers return to duty for the commencement of the fourth school year following the principal's placement on unrequested leave.

5. Principals proposed for unrequested leave shall be assigned to available teaching positions for which they are licensed.

**ARTICLE XIV**

**DURATION OF THE CONTRACT**

This contract shall become effective as of July 1, 2019 and shall continue in full force and effective to and including June 30, 2021.

IN WITNESS THEREOF, I have  
subscribed our signatures  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

IN WITNESS THEREOF, We have  
subscribed our signatures  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk