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**AGREEMENT**

**BETWEEN**

**ROCK RIDGE PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 2909**

**AND**

**THE ROCK RIDGE PRINCIPALS ASSOCIATION**

**2021-2023**

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Board Approved

*March 28*, 2022

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## ARTICLE I

### **Purpose**

Section 1. Parties: This Agreement entered into between the School Board of Independent School District No. 2909, hereinafter referred to as the Board and the Rock Ridge Principals Association, hereinafter referred to as the Association, pursuant to and in compliance with Public Employment Labor Relations Act, to provide the terms and conditions of employment for principals during the duration of this Agreement.

## ARTICLE II

### **Recognition of Exclusive Representative**

Section 1. Recognition: In accordance with the P.E.L.R.A., the Board recognized the Association as the exclusive representative of principals employed by the Board, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

## ARTICLE III

### **Definitions**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the School District, and the parties intend that the definitions shall be consistent with those provided in P.E.L.R.A.

Section 2. Principals: Shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be certified by the State Department of Education, but shall not include Superintendent, Assistant Superintendent, Business Manager, or teachers who devote less than 50% of their time to administrative or supervisory duties, supervisory employees, part-time employees whose services do not exceed 14 teaching hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Spouse: For purpose of administering this Agreement, the term "Spouse" shall mean anyone properly and rightfully married under the laws of the state of Minnesota.

## ARTICLE IV

### **School Board Rights**

Section 1. Inherent Managerial Rights: The Association recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Effect of Laws, Rules, and Regulations: The Association recognizes that employees covered by this Agreement shall perform the services prescribed by the Board and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Education, and by reasonable Board rules, regulations, directives, and orders issued by properly designated officials of the School District. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. 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 obligation to provide educational opportunity for students of the School District.

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

## ARTICLE V

### **Principal Rights**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or her/his 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.

Section 2. Individual Personnel File: The individual personnel file of each principal will be made available upon the principal's request and the principal, if he/she desires, will be accorded the privilege of placing any statement or document in that file.



Section 3. Principal's Association Security: The Association shall be permitted the use of school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, paying the cost usually charged by the Board for such use. Principals shall have the right to post notices of Association activities and matters of professional importance to the principals.

Section 4. Official Business of Exclusive Representative: The Board will afford reasonable time off with pay to elected officers or appointed representative of the Association for the purpose of conducting the duties of the Association and will, upon request, provide for leaves of absence with pay to elected or appointed officials of the Association at the discretion of the Superintendent.

Section 5. Severability of Provisions: Nothing in this Agreement shall constitute a waiver of any statutory right of any principal under MS 122A.40, as amended.

## ARTICLE VI

### **Basic Schedules and Rates of Pay**

Section 1. 2021-2023 Salary Schedule: Schedule A and Schedule B are included herein and by this reference made a part hereof.

Section 2. The amount of experience credit granted any new principal or assistant principal shall be determined by mutual agreement of the Board and the new appointee.

Section 3. Retention Pay: Schedule C is included herein and by this reference made a part hereof.

Section 4. Schedule of Payments: The annual salary will be paid in twenty-four equal checks. The district reserves the right to use electronic deposits, pay stubs, as well as yearly w-2s.

Subd. 1. Principals shall be paid in twenty-four checks. The contract year will be July 1 through June 30. The starting dates for building principals will be assigned by the district.

Section 5. Principals who announce their retirement by February 15th of the school year they are retiring will receive \$500.

Section 6. Principals who hold their doctoral degree germane to the field of educational leadership will receive a stipend of \$1,500.

## ARTICLE VII

### **Termination of Employment Due to Discontinuance of Position**

Seniority will be in accordance with State Statute 122A.40, subd. 11. Termination of principals will also be in accordance with State Statute 122A.40.

## ARTICLE VIII

### **Group Insurance**

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the district.

Section 2. Health and Hospitalization:

Subd. 1. Single Coverage: The School Board shall contribute 95% minus \$20 per month toward the premium for individual coverage for each full-time principal employed by the School District who qualifies for and is enrolled in the School District VEBA type health and hospitalization plan. All VEBA deposits will be done quarterly. (This includes current employees employed full time as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Subd. 2. Family Coverage: The School Board shall contribute 90% minus \$25 per month toward the premium for family coverage for each full-time principal employed by the School District who qualifies for and is enrolled in the School District VEBA type health and hospitalization plan. All VEBA deposits will be done quarterly. (This includes current employees employed full time as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Section 3. Dental Plan: The district shall contribute the premiums for family coverage of a dental plan.

Section 4. Life Insurance: The district will furnish a fully paid term life insurance policy in the amount of \$100,000 for full-time principals. Upon retirement, each full time principal shall be afforded the opportunity to continue to purchase at his/her cost \$100,000 of term life insurance until age 65. The full time principal must have been employed at least ten years with the Rock Ridge School District (this would include the former Virginia School District and the former Eveleth-Gilbert School District)

Section 5. Long-Term Insurance: Long-term (income protection) insurance is provided by the School Board for principals.

Section 6. Tax Sheltered Annuities: Tax sheltered annuities are provided for all principals who wish to purchase them.

Section 7. Personal Losses: The District shall provide each principal with reimbursement for loss, damage, or destruction to personal property, hospital, medical, dental or optical expenses or loss of income incurred in excess of the loss covered by insurance as a result of carrying out district policies or normal administrative duties.

Section 8. Personal Losses Reimbursement: The District shall provide each principal with reimbursement for loss, damage, or destruction to personal property for the deductible amount on principal's property insurance not to exceed \$500.00.

Section 9. Fringe benefits are not available to substitute principals.

Section 10. Change in Status: A change in status by a principal must be requested before September 15<sup>th</sup> of the contract year or two months prior to the new group contract year.

Section 11. Health Insurance Upon Retirement:

Subd 1. Upon retirement from the School District, principals shall be allowed to purchase at their own expense, the medical and health insurance plan provided to active members.

Subd 2. When an eligible principal and/or spouse reach Medicare eligibility, they will be required to participate in Medicare Parts A & B. Those choosing not to participate in Medicare Parts A & B will not receive the School District health insurance contribution.

Section 12. Dues: The School District will pay the dues to the appropriate national, state, and division association, either Elementary or Secondary.

Section 13. Liability Insurance: The school district shall provide, at school district expense, liability insurance naming the principal as an insured, along with the school district, in an amount no less than that which is required by law.



**ARTICLE IX**

**Health Care Savings Plan & 403(b)**

Section 1. Health Care Savings Plan: The district will contribute the following amount into each principal's Minnesota State Retirement System's Health Care Savings Plan.

Lifetime Employer Paid Contribution not to exceed \$46,000.

Years of Service	Annual contribution
1 - 4	\$ 700
5 - 9	\$1,200
10 - 14	\$1,700
15 - 19	\$2,200
20 - 25	\$2,700
26	\$3,200

All current employees, employed full time, shall be placed on the grid above based upon their years of employment as governed by this agreement. Current and new employees shall be eligible to be placed on the above MSRS HCSP grid starting in their fourth year of employment. However, during that fourth year of employment they will receive their scheduled amount according to the grid plus an amount equal to the amount they would have received in years 1-3.

District contributions shall be made on May 1st (or the last business day preceding May 1st if it falls on a weekend) each year.

Section 2. Retirement Benefit Plan: The School District will match employee contribution up to \$2,675 per year in any approved State 403(b) plan offered in the District.

**ARTICLE X**

**Leaves of Absence**

Section 1. Sick Leave:

- Subd. 1: A principal shall earn sick leave at the rate of 20 days for each year of service in the employment of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year. In accordance with MN Statute 181.9413, employees shall be allowed to use sick leave days with pay due to a verifiable illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, stepparent, or those who live in the household for reasonable periods of time as the employee's attendance may be necessary.



Subd. 2: Unused sick leave days may accumulate to a maximum credit of 140 days of sick leave per principal; the Board may extend sick leave credit for a longer period of time if deemed necessary.

Subd. 3: Sick leave with pay shall be allowed by the School Board whenever a principal's absence is found to have been due to personal illness or illness in the immediate family which prevented his/her attendance at school and performance of duties on that day or days. Immediate family will would include child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, stepparent, niece, nephew or those who live in the household

Subd. 4: The School Board may require a principal to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5: In the event that a medical certificate will be required the principal will be so advised.

Subd. 6: Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Section 2. Worker's Compensation:

Subd. 1: Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant of the Workers' Compensation Act by the employee and the employee's earned accrual of sick leave.

Subd. 2: A deduction shall be made from the employee's sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3: Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4: In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5: An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this policy shall submit their workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

Section 3. Bereavement

Subd.1: Up to three days of leave shall be allowed for death in the full-time principal's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances. "Immediate family" is defined as: child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, or those who live in the household. For the purpose of bereavement, a child and grandchild includes a step child/grandchild, biological, adopted and foster. A parent and grandparent shall include a step parent/grandparent.

Section 4. Personal Leave:

Subd. 1. A full-time principal may be granted a leave at the discretion of the School District of no more than four days per year for situations that arise requiring the principal's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. At no time shall more than one principal be granted personal leave, except with the permission of the superintendent.

Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A principal making an application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

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

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the principal to return to employment prior to the date designated in the request for child care leave.

Subd. 5. A principal returning from child care leave shall be reemployed in a position for which licensed unless previously discharged or placed on unrequested leave.

Subd. 6. Failure of the principal to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the principal mutually agree to an extension in the leave.

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 6. Civic Leave:

Subd.1. Principals who hold important offices in local civic, fraternal, or non-profit organizations may be allowed to attend such organization conferences, conventions, or important meetings without salary deductions for a period not to exceed two days in one year. Permission must be granted from the Superintendent in advance when absence from school is necessary. Time off will be made up over vacation periods.

Section 7.

Subd. 1. National Convention: The Superintendent may grant permission for principals to attend a national convention annually. The actual cost of attending a national convention will be paid by the District.

**ARTICLE XI**

**Length of the School Year**

Section 1. Principal Duty Days: Pursuant to M.S. 120A.40, the Board shall, prior to April 1 of each even-numbered school year, establish the number of school days and teacher duty days for the next school year, and the principal shall perform services on those days as determined by the Board, including those legal holidays on which the Board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

Subd. 1. Principal duty year is normally 46 weeks. A change in the duty year will require a mutual agreement with the principal and school board.



Section 2. Emergency Closings: In the event of a contract day lost for any emergency, the Board may establish another day in lieu thereof when a principal shall perform his/her regular duties.

Section 3. Work Stoppage: The principals covered by 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 strike or work stoppage of other District employees. In the event of lengthening the school year, principals will be compensated for additional time at their current contract rate.

## ARTICLE XII

### Professional Growth

Section 1. To provide principals an opportunity for professional growth, the beginning of the college summer session in June to the end of June may be used by principals no more than twice every six years for professional growth with the approval of the Superintendent. This would amount to rescheduling the principal's work schedule to work during those days normally considered days off (MEA/FT, Christmas, Easter, etc.).

Subd. 1. All professional growth time by principals must be consistent with the position assignment of the principal and within the needs of the School District as determined by the Superintendent.

Subd. 2. The District shall reimburse the licensed principal for tuition and books for up to a maximum of 9 credits/year.

## ARTICLE XIII

### Grievance Procedure

Section 1. If a principal or a group of principals believe there has been a violation or misinterpretation of this Agreement, he/she shall discuss the matter verbally with the Superintendent in an attempt to arrive at a satisfactory solution. If a satisfactory settlement cannot be reached as a result of this meeting, the complaint or controversy shall be submitted in writing and processed through this grievance procedure. Alleged violations must be presented promptly and within ten (10) working days after the grievant acquired or should reasonably have acquired knowledge of the alleged violation. Failure to process the complaint to the grievance process within five working days after the informal verbal discussion eliminates this complaint from the use of the grievance procedure.

Step I - The written grievance signed by the principal(s) involved and the Virginia Principals Association representative shall be presented to the superintendent, who

shall, within ten working days, meet with the principal(s) and his/her representative and give a written answer to the grievance. Failure to meet the ten day limitation automatically settles the grievance in favor of the grievant. The grievant has five working days to appeal the grievance to the next step.

Step II - If the grievance has not been resolved in Step I, it is then processed to Step II by presenting it to the superintendent of schools, who shall within ten working days set up a meeting, discuss the problem with the principal and the Association representative and submit his written answer to the Association representative. The grievant has five (5) working days in which to appeal to the next step. Failure to meet these time limitations automatically settles the complaint on the basis of the last answer.

Step III - If the grievance is not resolved, the Association representative shall present the grievance to the School Board (Clerk) for consideration at that level. The Board shall, at its next scheduled meeting or within fifteen calendar days, meet with the Association representative and the grievant to discuss the matter and attempt to reach a satisfactory settlement. The Board shall have a maximum of fifteen calendar days in which to answer the grievance. If the matter is not resolved at this step, it is then processed to arbitration within five working days of receipt of the Board's answer. At this point, either party may request the Bureau of Mediation Services to review the grievance. The function of the Bureau of Mediation Services is limited to making recommendations.

Step IV - If no solution to the grievance has been agreed upon through the above process, the parties shall meet within five working days in an attempt to pick an impartial arbitrator to hear the grievance. If the parties are unable to agree upon an arbitrator, they shall request a list of five names from the Director of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list of five names from the Director of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list until only one name remains. The remaining person shall be the arbitrator to hear and decide the grievance. If unable to agree as to whom shall strike the first name, the questions shall be decided by a flip of a coin. The parties shall share equally the costs of the arbitrator's fee and necessary expenses. The decision of the arbitrator shall be final and binding upon the parties and shall be limited to the written grievance only. The arbitrator shall submit his/her written decision to the parties within ten calendar days and he shall have no power to add to, delete from, or modify the Agreement in any way.

ARTICLE XIV

**Duration**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, and ending June 30, 2023 and thereafter until mutually amended.

Section 2. Effect: This agreement constitutes the full and complete Agreement between the Board and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

In witness whereof the parties have executed this Agreement as follows:

For the Rock Ridge Principals

For Independent School

Association

District 2909



Chief Principals' Negotiator

Dated this 1<sup>ST</sup> day of April, 2022



Chief Board Negotiator

Dated this 28 day of MARCH, 2022



**SCHEDULE A**

*Principal's Salary for July 1, 2021– June 30, 2022*

<u>Weeks Worked</u>	<u>Salary</u>
42	\$106,073
44	\$111,124
46	\$116,175
48	\$121,226

*Principal's Salary for July 1, 2022– June 30, 2023*

<u>Weeks Worked</u>	<u>Salary</u>
42	\$108,195
44	\$113,347
46	\$118,499
48	\$123,651

**SCHEDULE B**

*Assistant Principal's Salary for July 1, 2021– June 30, 2022*

<u>Weeks Worked</u>	<u>Salary</u>
42	\$97,655
44	\$102,305
46	\$107,176
48	\$111,836

*Assistant Principal's Salary for July 1, 2022– June 30, 2023*

<u>Weeks Worked</u>	<u>Salary</u>
42	\$99,814
44	\$104,567
46	\$109,320
48	\$114,073

**SCHEDULE C**

**Retention Pay**

*Credit for each year of service will be made upon the successful completion of a school year and payment will be made starting at the beginning of the next school year.*

- After completion of year one in district = \$100*
- After completion of year two in district = \$200*
- After completion of year three in district = \$300*
- After completion of year four in district = \$400*
- After completion of year five in district = \$500*
- After completion of year six in district = \$600*
- After completion of year seven in district = \$700*
- After completion of year eight in district = \$800*
- After completion of year nine in district = \$900*
- After completion of year ten (or more) in district = \$1,000*