

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT

NO. 2895

JACKSON COUNTY CENTRAL

SCHOOLS

JACKSON, MN

and

JACKSON COUNTY CENTRAL

PRINCIPALS' ASSOCIATION

July 1, 2022 to June 30, 2024

AGREEMENT
ARTICLE I
PURPOSE

Section 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 2895, Jackson County Central, hereinafter referred to as the School District and the Jackson County Central Principals' Association hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. 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 school board recognizes the Jackson County Central Principals' Association as the exclusive representative of principals employed by the school board of Independent School District No. 2895, 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.

Section 2. Appropriate Unit: Only the exclusive representative shall represent and negotiate for all the principals of the district as defined in this Agreement and in said Act.

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.

Section 2. Principal: Shall mean all persons in the appropriate unit employed by the School Board and certified by the Bureau of Mediation Services as belonging to the exclusive representative unit known as the Jackson County Central Principals' Association,

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

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School 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. 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 the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the administrative services prescribed 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 of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives 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 valid rules, regulations and orders of state and federal governmental agencies. Any provisions 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 4. Reservation of Managerial Rights: The foregoing enumeration of board 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 Board.

ARTICLE V PRINCIPAL RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A. nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as 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. Right to Join: Principals shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Principals 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 principals with the school board of such unit.

Section 3. Fair Share Fee: Effective January 1, 1992, in accordance with M.S. 179.65, Subd. 2, and employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall not exceed his pro-rata share of the specific expenses incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for employees in the appropriate unit.

After thirty (30) days notice in writing to the payroll officer of the name of the employee and the amount of the fair share fee certified by the exclusive representative, the school district will deduct such fair share fee in installments from each employee/s paycheck each month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any employee subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the employee involved.

Section 4. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files generated within the school district relating to each principal shall be available during regular school business hours to each individual employee upon his written request. The principal shall have the right to reproduce any of the contents of the files at the employee's expenses and to submit for inclusion in the file, written information in response to any material contained therein. However, the school district may destroy such files as provided by law.

ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1: The wages and salaries for 2022-2024:

		2022-23	2023-24
High School Principal	Keri Bergeson	\$110,478	\$113,792
Middle School Principal	Christopher Naumann	\$104,605	\$107,743
Riverside Elementary Principal	Kim Meyer	\$93,568	\$96,375
Director of Curriculum	Tammy Timko	\$97,007	\$99,917

Salaries of new hires will be negotiated between the school board and individual.

Section 2. Section of Payment Plan: Payment shall be made on a bi-monthly basis each of twelve months.

Section 3. Co-Curricular Supervision: As needed, the athletic director will contact principals for supervision of co-curricular activities on a rotating basis. All principals will be required to supervise all home varsity football games. The school will attempt to eliminate most other activity supervision. Outside of concerts and non-sports related activities, principals will only be expected to supervise up to one athletic activity or game per month in the winter season. If more than one athletic or game per month is necessary in the winter season, the current supervision rate will be applied.

Section 4. Extra Benefits: The district shall pay all state and national dues for one principal professional organization.

Section 5. Travel: The district will pay the current IRS rate for school district business when principals utilize their personal vehicle and submit the proper expense voucher.

Section 6. Conventions: The district will pay all legally valid expenses and fees for the attendance at professional conferences, state conventions and meetings with other educational agencies when attendance thereof is required, directed or permitted by the district. Applications to attend must be approved by the superintendent at least one week before the event. Credits earned during the participation of these events cannot be subsidized.

Section 7. National Conventions: The principals must have board approval to attend the national convention of their professional organization, at district expense, with prior approval of the school district's board of education. The principals will not attend the State conventions during the year of this request if it is approved.

Section 8. Duty Days:

Subd. 1. The School District shall establish the calendar and principal's duty days for each school year, and the principals shall perform services on such days as determined by the school district, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority has determined to conduct school.

Subd. 2. The duty year for the Jackson County Central

HS Principal	Keri Bergeson	222 days
MS Principal	Christopher Naumann	222 days
Riverside Elementary Principal	Kim Meyer	222 days
Director of Curriculum	Tammy Timko	222 days

Subd. 3. Principals may use up to four (4) days of vacation while school is in session, including inservice or workshop days, upon prior notification to and approval by the superintendent. However, the number of duty days shall remain as listed in Subd. 2. Days utilized for vacation must be made up in agreement with the superintendent. Up to two (2) unused days can be paid out annually at the Principal's daily rate. Payout is not added to salary. No days shall be carried over of days to the following years.

Subd. 4. School Closings: in the event a duty day is lost for any reason, the principal shall perform duties on such other day in lieu thereof as the School Board or its designated representative shall determine.

Subd. 5. Longevity pay: When principals finish said year on the administrator contract in the district, said principal will be paid, in addition to their salary:

5 years	\$1,000
10 years	\$1,500
15 years	\$2,000

ARTICLE VII
GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Jackson County Central Schools has adopted the Health Reimbursement Arrangement for Active Employees. Each year, beginning with October 1, 2004, Jackson County Central Schools will contribute an amount to an account established in your name. Your Employer will also make available a major medical health plan with relatively higher deductibles, co-pays and/or co-insurance than may have been offered in the past. These benefits are intended to complement one another. Used appropriately, they will provide you the opportunity to maximize the value of your long-term health coverage.

The Health Reimbursement for Active Employees is made available through the Minnesota Service Cooperatives VEBA Plan and Trust (the VEBA). It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code. A detailed description of this arrangement is provided in your VEBA Plan Summary.

Subject to the exclusions below, the following group or groups of employees are eligible to receive employer contributions to their individual accounts:

Keri Bergeson
Christopher Naumann
Kim Meyer
Tammy Timko

Source of Funding

The Health Reimbursement Arrangement for Active Employees is funded entirely with employer contributions.

Employer Contributions

If you are eligible to participate Jackson County Central Schools will make a monthly contribution to individual accounts under the Health Reimbursement Arrangement for Active Employees in accordance with the following schedule:

\$1,100 for each eligible employee who elects single coverage under the group health plan described in Subdivision 2; and

\$2,200 for each eligible employee who elects family coverage under the group health plan described in Subdivision 2.

Pay full premium for the VEBA #870.

Group Health Plan

Employer shall also make available the group health plan described as Plan VEBA 830 in the summary attached hereto.

Explanation: The Health Reimbursement Arrangement for Active Employees is only available if the employer also adopts one of the high deductible health plans offered through the Minnesota Service Cooperatives. Replacement of all other group health plans of the employer is recommended but not required as a condition for adoption of the VEBA arrangement. The various high deductible plans offered by the Service Cooperative contain a range of deductibles, co-insurance amounts, co-pays, and other features. For the sake of clarity, and to avoid dispute over details, the plan or plans to be adopted should be made available to both parties.

Administrative Fee

Administrative fees allocable to individual accounts of active employees shall be paid by Jackson County Central Schools. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

Explanation: The Employer is free to decide who will pay administrative fees on individual accounts for active employees. Following termination of employment, however, or upon termination of the VEBA plan, administrative fees will be paid from individual accounts. This

approach limits the expense of maintaining numerous dormant and/or small accounts for former employees.

Section 2. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 3. Life Insurance: The School District shall provide a group term life insurance policy providing \$150,000 of coverage for each principal and payable to the principal's named beneficiary, at the expense of the School District.

Section 4. Long Term Disability Insurance: The School District shall provide, at the School District's expense, long term disability coverage for the principals in the School District's group plan.

Section 5. Liability Insurance: The School District shall provide, at the School District's expense, liability insurance naming each principal as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.

Section 6. Dental and Vision Insurance: The School District will adopt dental and vision insurance plans for its employees. The District will only pay for the administrative fees for these accounts.

Section 7. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contributions: A principal is eligible for School District contribution as provided in this Article as long as the principal is employed by the School District unless an early retirement insurance package is negotiated which allows for the continuation of selected parts of this Article. If the principal is terminated by the School District, all district contributions shall cease.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Disability Leave:

Subd. 1. A principal shall earn disability leave at the rate of 18 days for each year of service in the employment of the School District. (Part-time principals earn disability leave on a pro-rated basis.) Annual disability leave shall accrue monthly as it is earned on a proportionate basis to the principal's contract days.

Subd. 2. Unused disability leave may accumulate to a maximum credit of 185 days of disability leave per principal, except that any principal who has previously accumulated more than 185 days of disability leave will retain those days. Any principal whose disability leave credit falls below 185 days shall have a cap by contract days as follows: 200 contract days-167 days, 210 contract days-175 days and 222 contract days-183 days.

Subd. 3. Disability leave with pay shall be allowed whenever a principal's absence is found to have been due to the principal's illness or physical disability which prevented his/her attendance at school and performances of duties on that day or days.

Subd. 4. The School District may require a principal to furnish a medical certificate from a qualified physician as evidence of illness or physical disability, indicating absence was due to illness or physical disability, in order to qualify for disability leave pay. However, the final determination as to the eligibility of a principal for disability leave is reserved to the School District.

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

Subd. 6. Disability leave allowed shall be deducted from the accrued disability leave days earned by the principal.

Subd. 7. Disability leave pay shall be approved only upon the submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 8. Extension of disability leave provisions: Disability leave may also be used in the event of serious family illness or death within the first degree of kinship of the principal's family as approved by the School District. An employee covered by this Agreement may use personal disability benefits provided by the employer for absence due to illness, injury, or medical needs of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary as provided in MS 181.9413. These days, as per law, are to be deducted from disability leave days accumulated by the employee. Any dispute over a leave contained in MS 181.9413 or an extension thereof shall not be subject to the grievance procedure.

First degree of kinship shall mean spouse, son, daughter, father, mother, brother, sister, mother-in-law, or father-in-law. A person not in the first degree of kinship but living in the same household as the principal shall, for all purposes of this subdivision, be considered in the first degree of kinship as would grandparents of the employee or the employee's spouse. Other extension of disability leave may be granted by the superintendent for unusual circumstances. Only those extensions shall not be subject to the grievance procedure.

Section 2. Family Medical Leave:

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C.-26.01, an eligible employee shall be granted upon written request a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- (1) The birth and first year care of a child;
- (2) The adoption or foster placement of a child;
- (3) The serious health condition of an employee's spouse, child, or parent;
- (4) The employee's own serious health condition.

Subd. 2. Such leave will be without pay, except eligible employees shall be eligible for a regular School District group health insurance contributions as provided in this Agreement for a period of leave, but not to exceed twelve (12) weeks per year.

Subd. 3. To be eligible for the benefits of this Section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such previous 12-month period,

Subd. 4. The employee may elect, or the School District may require, the employee to substitute paid vacation, paid sick leave, or paid personal leave otherwise provided for under this Section. However, nothing herein, nor any other provision of this Agreement shall require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

Subd. 5. The employee will provide at least thirty (30) days of written notice of request of leave when the reason for the leaves is foreseeable. The employee shall further make reasonable effort to schedule any treatment as to minimize disruption of the work of the employer.

Subd. 6. Any dispute over a Family and Medical Leave Act leave of absence shall not be subject to the grievance procedure.

Section 3. Workers 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 Worker/s Compensation Act the school district will pay the difference between the compensation received pursuant to the Worker/s Compensation Act by the employee and employee's regular rate of pay to the extent of the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of disability leave.

Subd. 2. A deduction shall be made from the employee's disability leave accrual time according to the pro-rata portions of days of disability leave, which is used to supplement worker's 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 disability leave result in payment of 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 Worker's Compensation Act who elects to receive disability leave pursuant to this policy shall submit his worker's compensation check, endorsed to the School District, prior to receiving payment from the School District for the absence.

Section 4. Special Leave:

Subd. 1 A principal may be granted a leave at the discretion of the School District of no more than two days per year, non-accumulative. These days are for situations that arise requiring the principal's attention which cannot be attended when school is in session and which are not covered under other provisions of this Agreement. The following are reasons for granting the leave: deaths, funerals, court appearances, estate settlements, sick child or spouse, adoption, wedding, religious activities, college visitation and matriculation, IRS audit, a head coach and one assistant coach of a varsity sport wishing to attend the M.S.H.S.L. State Tournament for their sport, graduation and family medical and dental. Other reasons may be considered and must be approved by the superintendent of schools.

Subd. 2. Request for special leave must be made in writing to the superintendent. The request must be submitted at least three (3) working days in advance. If it is an emergency, this must be stated on the form. Emergency request will be considered and must be approved by the superintendent of schools.

Section 3. Jury Duty: A principal who serves on jury duty 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 shall be remitted to the School District.

Section 4. Child Care Leave:

Subd. 1. A Child Care Leave without pay or fringe benefits may be granted by the school district subject to the provisions of this section to one (1) parent of an infant child provided such parent is caring for the child on a full-time basis.

Subd. 2. A principal making application for Child Care Leave shall inform the superintendent in writing of intention to take the leave at least two 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 disability leave pursuant to the disability leave provisions of the Agreement during a period of physical disability. However, a principal shall not be eligible for disability leave during a period of time covered by Child Care Leave. A pregnant principal will also provide, at the time of leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Consideration should be given so that the dates of leave are coincidental with some natural break in the school year, i.e., winter vacation, quarter or semester break, end of grading period, end of school year, and the availability of a substitute principal.

Subd. 5. In making 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 his/her employment prior to the date designated in the request for Child Care leaves.

Subd. 6. A principal returning from Child Care Leave shall be re-employed in a principal's position for which he/she previously discharged or placed on unrequested leave.

Subd. 7. 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 of the leave.

Subd. 8. The parties agree that the applicable period of probation for principals as set fourth in the Minnesota Statute are intended to be periods of actual service enabling the school district to have opportunity to evaluate a principal's performance. The parties agree, therefore, that periods of time for which the principal is on Child Care Leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A principal who returns from Child Care 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 at the commencement of the beginning of the leave. The principal shall not accrue additional experience credit for pay purposes or leave time during the period of absence for Child Care Leave.

Subd. 10. A principal on Child Care 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 the principal wishes to retain, commencing with the beginning of the Child Care Leave. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the district pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits.

Section 5. Professional Leave: A principal may apply to the School District for a professional day of leave, the purpose of which is to enhance the administrative strategies and capabilities of the professional principal.

Principals applying for professional leave must complete a "professional day leave" form for submission to the School District. Sole discretion for acceptance or denial of the leave rests in the School District and will not be subject to the grievance procedure.

Section 6. General Leave of Absence:

Subd. 1. A general Leave of Absence without pay may be approved by the School Board on terms and conditions determined by the Board if requested in writing by a principal who has been employed four (4) full years or more in this district. Upon return, the principal's assignments would be in his/her areas of licensure.

Subd. 2. A principal on unpaid leave is eligible to continue to participate in the group insurance programs, if permitted under the insurance commencing with the beginning of the leave, and shall pay the district monthly premium in advance.

Subd. 3. A principal who returns from unpaid leave shall retain experience credit for pay purposes, seniority credit, and other benefits, which had accrued at the time he/she went on leave. No such credit shall accrue for the period of time that a principal is on unpaid leave, except for seniority credit.

Subd. 4. A principal shall notify the School District by April in writing as to whether he/she would be returning or not.

Section 7. Eligibility: Full benefits provided in this Article for full-time principals. Part-time principals who are employed half-time or more both as to the hours worked per week and number of days worked in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time principals employed less than halftime and substitute principals shall not be eligible for any benefits pursuant to this Article.

ARTICLE IX
UNREQUESTED LEAVE OF ABSENCE AND SENORITY AGREEMENT

Section 1. Purpose: The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of this school year. The principal retains all other rights granted by Minn. Stat. 122A.40.

Section 2. Seniority Date:

Subd. 1. The seniority date on the seniority list for principals hired on or after July 1, 2012, will be based on the first day of employment as a principal or associate principal in ISD 2895. The seniority date on the seniority list for principals hired before July 1, 2012, will be based on the first date of employment as an employee of ISD 2895. For purposes of seniority standing, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Section 3. Establishment of a Seniority List: The District shall annually prepare and distribute Seniority List to all members of the Association prior to November 1 of each year.

Section 4. Ties: In the event the principals have equal seniority, their seniority ranking shall be determined by:

- a) length of service in the district
- b) length of service as an administrator in any district

Section 5. Placement on Unrequested Leave of Absence: Principals and assistant principals shall be placed on unrequested leave in reverse order of their seniority date. A principal may not assert a seniority right into a promotional position.

Section 6. Reinstatement:

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed. A principal with the highest amount of seniority so licensed shall be reinstated first. A principal may not assert a reinstatement right into a promotional position.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly certified and qualified as provided in this Article to fill such vacancy.

Subd. 4. Notification shall be by certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of notification, the principal shall be removed from the recall list. The notification shall also be made by email. It is the responsibility of the principal on unrequested leave to provide an up to date address and email.

Subd. 5. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of five (5) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) 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.

ARTICLE X
MATCHING DEFERRED ANNUITY PROGRAM

Section 1. Annuity Program:

Subd. 1. Matching deferred compensation is available to all regularly contracted principals who have continuing contract status in the District. The District will match contributions as outlined below for full-time principals. Part-time principals, who teach 50% or more, shall be eligible to participate on a prorated basis to the percentage of time they are employed.

Yrs of Exp in District	Yearly dollar match by the District
0-1 yrs.	0
2-10 yrs.	\$1,850
11-15 yrs.	\$2,350
16+ yrs.	\$2,450

Subd. 2 Participants eligible for the 403 Matching Program are Keri Bergeson, Christopher Naumann, Kim Meyer, Tammy Timko and any other new hire.

Subd. 3. Beginning with the 1999-2000 school year, participants must designate the carrier and the amount of the matched annuity August 15 of the year of eligibility. The match participation will automatically continue unless the participant notifies the office in writing by Aug. 15 of the year of change. The principal must complete a salary reduction authorization prior to any contribution being made. No adjustment to the salary reduction authorization/agreement for tax sheltered annuity purposes may be made in any fiscal year.

Subd. 4. No principal hired after July 1, 1998, shall be eligible for severance pay.

Subd. 5. Principals on an unpaid leave of absence for more than thirty days shall not be eligible to participate in the matched compensation plan.

Subd. 6. This program shall be subject to the regulations of the State of Minnesota, Statute 356.24 and IRS code 457.

ARTICLE XI
RETIREMENT BENEFITS

Section 1.: JCC Principal Association elects to participate in the MSRS Health Care Savings Plan and establishes policy as follows:

1. Any employee who was hired after July 1, 1998 and does not qualify for severance pay will begin contributions to the MSRS Health Care Savings Plan on 7/1/02 and this will remain in effect until 6/30/08, at which time this policy will be reviewed, and/or revised and renewed for another two-year period.

2. Participation by all employees is mandatory. Deductions will be made each semi-monthly pay period. Employee contributions will follow as agreed to schedule:
 - a. \$5 per pay period totaling \$10 monthly.

Section 2. Clarifications of Plan: The law provides that this will be a tax-free account both going in and out. It must be used for health care expenses. Dollars can be used to offset employee and dependent medical expenses. Fund in an account become available when a participant terminates his or her public service. They also become available when a person begins collecting a disability benefit from a public pension plan, is on medical leave for six months or longer, or on a leave of absence for one year or more.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Procedure: A claim that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided.

Section 2. Adjustment of Grievance: In the event a principal believes there is a basis for a grievance, the principal shall first discuss the alleged grievance with the superintendent either personally or accompanied by an Association representative.

Subd. 1. Level 1: If the relief sought, as a result of the informal discussion with the building principal, has not been effected within thirty (30) calendar days after the event occurred giving rise to the grievance, the principal may invoke the formal grievance procedure through a written statement, signed by the grievant, and delivered to the superintendent.

SUPERINTENDENT'S RESPONSE: Within five (5) calendar days of receipt of the grievance, the superintendent shall meet with the principal(s) in an effort to resolve the grievance. The superintendent shall provide a written disposition of the grievance within five (5) calendar days of such meeting and shall furnish a copy thereof to the principal's.

DEFAULT: If no disposition has been made within five (5) calendar days of such meeting, then the grievance shall be deemed to have been denied and appealed to the next level.

Subd. 2. Level 2: APPEAL TO SCHOOL BOARD: If the grievance is not resolved at this point, the grievance may be appealed to the School Board by filing a written appeal with the clerk of the School Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet regarding the grievance.

SCHOOL BOARD RESPONSE: Disposition of the grievance in writing by the School Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the principal(s).

DEFAULT: If no disposition has been made within seven (7) calendar days of such meeting, then the grievance shall be deemed to have been denied and may be appealed to the next level.

Section 3. Representative: The principal or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration at any level unless it is submitted in writing within the time provisions provided at each level. Failure to file any grievance or appeal within such time period shall be deemed a waiver thereof.

Section 5. Arbitration Procedures: If the principal(s) is not satisfied with the disposition of the grievance by the School Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) calendar days from the notification date the arbitration will be pursued, then either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to the P.E.L.R.A. Such request must be made within twenty (20) days after notification that arbitration will be pursued. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, subject to the limitations of arbitration decisions as provided in the PELRA and the Uniform Arbitration Act.

The decision by the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. The fees and expenses of the arbitrator shall be shared equally by the parties except those incurred for individual representatives, which remain the expense of the party requesting representation.

A transcript or recording shall be made of the hearing at the request of either party, and such cost shall be shared equally by the parties.

The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing.

Section 6. Time Limits: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, then the parties shall use their best efforts to process the grievance prior to the end of the school term or as soon thereafter as is possible.

Section 7. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration; to enforce the award of the arbitrator, or if this Section would constitute a violation of law.

ARTICLE XIII DURATION

Section 1. Term and reopening negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2022 through June 30, 2023 and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, principals shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the exclusive representative desires to modify or

amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent no later than June 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the principals of this district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiations during the terms of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not effect any other provision of this Agreement or the application of any provision thereof.

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

For: Jackson County Central Principal Assoc.

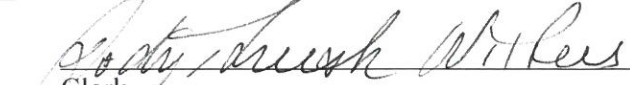


Chief Principal Negotiator

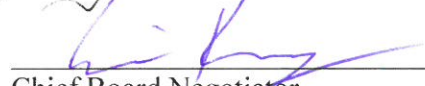
For: Independent School District #2895



Chairperson



Clerk



Chief Board Negotiator

Dated this 10th day of Nov, 2022

Dated this 17th day of Nov, 2022