

Wright Technical Center School District 966

PRINCIPAL CONTRACT

The Governing Board of the Wright Technical Center, School District No. 966, a Minnesota school district, enters into this agreement with Shaun Karson, who agrees to perform the duties of Principal for the school district. The school district and the Principal agree as follows:

1. **Applicable Statute**

This agreement is entered into between the school district and the Principal in conformance with M.S. §123B.147.

2. **Licensure**

The Principal shall furnish throughout the life of this contract a valid and appropriate license to act as Principal in the State of Minnesota as provided by applicable state laws, rules and regulations.

3. **Duration, Expiration, Termination and Mutual Consent**

3.1 **Duration:**

This contract is for a term of two years commencing July 1, 2022, and ending June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the Governing Board and the Principal, or unless terminated as provided herein.

3.2 **Expiration:**

This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the school district's employment of the Principal shall cease, unless a subsequent contract is entered into in accordance with M.S. §123B.147.

3.3 **Termination During the Term:**

The Principal's employment may be terminated during the term of this contract only for cause as defined in M.S. §122A.40, Subds. 9 or 13. Except for purposes of definition of cause, the provisions of M.S. §122A.40 shall not be applicable. If the Governing Board proposes to terminate the Principal during the contract term for cause as defined in M.S. §122A.40, Subds. 9 or 13, it shall notify the Principal in writing of the proposed grounds for termination. The Principal shall be entitled to a hearing before an arbitrator provided the Principal makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such an event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Principal may be suspended with pay pending final determination by the arbitrator. If the Principal fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Principal to the Governing Board's proposed action and the proposed action shall become final on such date as determined by the Governing Board, and the Principal shall have no further claim or recourse.

3.4 **Mutual Consent:**

This contract may be terminated at any time by the parties by mutual consent.

4. Unrequested Leave of Absence

4.1 Seniority:

4.1.1 Seniority:

The seniority dates for principals shall be the first day of service in the district in a licensed position. Principals retain all other rights under Minnesota Statutes 122A.40.

4.1.2 Seniority Ties:

The Initial date of service in the District as a licensed teacher or other licensed professional shall be used to break seniority ties in the placement of principals.

4.2 Placement on Unrequested Leave of Absence:

4.2.1 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. The District agrees to consult with the Association regarding proposed alternatives to unrequested leave of absence situations, provided such consultation does not result in delay.

4.2.2 Method:

The District will place the least senior principal on unrequested leave of absence. 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. 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.

4.3 Reinstatement:

4.3.1 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.

4.3.2 Filling Vacancy:

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.

4.3.3 Notification:

Notification will be by certified mail to the principal's last known address 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. Principals on unrequested leave of absence will provide the district with appropriate contact information annually for purposes of notification in this section.

4.3.4 Reinstatement Period:

The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within 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 (3) year

reinstatement period ends on the first day teachers return to duty for the commencement of the third school year following the principal's placement on unrequested leave.

4.3.5 Reassignment:

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

5. **Duties**

The Principal shall have charge of the administration of the schools under the direction of the Governing Board. The Principal shall be the chief executive officer of the Governing Board; shall direct and assign teachers and other employees of the schools under the Principal's supervision; shall organize, re-organize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district subject to the approval of the Governing Board; shall select all personnel subject to the approval of the Governing Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the school district, and in general perform all duties incident to the office of the Principal and such other duties as may be prescribed by the Governing Board from time to time. The Principal shall abide by the policies, regulations, rules and procedures established by the Governing Board and the State Department of Education. The Principal shall have the right to attend all Governing Board meetings and all Governing Board and citizen committee meetings, serve as an ex officio member of all Governing Board committees and provide administrative recommendations on each item of business considered by each of these groups.

6. **Duty Year and Leaves**

6.1 Basic Work Year:

The Principal's duty year shall be for the entire year as provided herein and the Principal shall perform services on those legal holidays on which the school district is authorized to conduct school if the Governing Board so determines. The Principal shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with Governing Board administrative policy. For purposes of computing the Principal's daily rate of pay, the number of duty days each year shall be 220 days.

6.2 Sick Leave:

The Principal shall earn paid sick leave at the rate of 1.25 day(s) for each working month, which may be accumulated to a maximum of 132 days.

6.2.1 Sick Days Buy Back:

Sick Days Buy Back : Unused sick leave days earned over 130 days are eligible for the district's sick leave buy-back. The accumulated sick days will be purchased back by the district at the rate of sub pay according to the following chart:

4 days = 1 day of district sub pay

8 days = 2 days of district sub pay

12 days = 3 days of district sub pay

Employees must have a 403(b) plan or establish one to participate. Payment for unused sick leave will be placed annually in the teacher's 403(b) plan. Sick day buy back amounts are in addition to the district's matching contribution.

6.3 Emergency Leave:

The Principal may be granted paid emergency leave during the contract year at the discretion of the Director.

6.4 Bereavement Leave:

The Principal shall be granted bereavement leave for a death within the Principal's immediate or close family. The time shall be utilized in a reasonable amount and shall be determined after conferring with the Director. Days utilized will be deducted from sick leave.

6.5 Disability:

If the Principal is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the school district shall provide additional paid sick leave at a salary equal to 100 percent of the Principal's regular salary until the expiration of the waiting period for long term disability insurance.

6.6 Medical Leave:

6.6.1 The Principal and school district agree to incorporate by reference and be bound by the provisions of M.S. §122A.40 Subd. 12 relating to suspension and leave of absence for health reasons.

6.6.2 If the Principal is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. §122A.40 Subd. 12, the Principal shall, upon request, be granted a medical leave of absence up to one year in duration without pay. The Governing Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Principal is expected to be able to resume normal responsibilities. The Principal when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Principal shall pay the entire premium for such programs as the Principal wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Principal voluntarily waives any right to a leave of absence to which the Principal might otherwise be entitled pursuant to M.S. §122A.40 Subd. 12.

6.7 Personal Leave:

Personal leave with compensation may be used for any purpose upon request of the Director. Personal leave is accrued at a rate of two (2) days per year and may be accumulated up to four (4) days with the balance over that to be paid into a teacher's 403(b) plan at the daily rate of sub pay for unused personal leave days. Request shall submit request three (3) days prior to the leave through the district's on-line leave request system.

7. Insurance

7.1 Health and Hospitalization and Dental Insurance:

The School District shall provide the Principal and Principal's dependents with health and hospitalization and dental insurance coverage, under the School District's group plan, at the expense of the School District.

7.1.1 Health Saving Account: The School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). If the Principal elects to participate in the high deductible plan, the School District will make the following yearly contributions to a HSA in an amount not to exceed the following for family coverage:

For 2022-2023 will be \$3,500. For 2023-2024 will be \$3,700.

7.1.2 The school district will pay all administrative fees associated with the plan.

7.2 Retiree Health Insurance:

- 7.2.1. A principal who has at least 14 years of full-time service in this school district, is 55 years of age or older, and has retired from the profession shall be eligible to remain in the School District's group health and hospitalization plan.
- 7.2.2 A principal who is terminated by action of the Governing Board is not eligible for this benefit.
- 7.2.3 Eligibility for this program shall terminate when the retired principal becomes eligible for Medicare coverage.
- 7.2.4 The Governing Board shall contribute 50% of the premium cost of single health and hospitalization coverage.

7.3 Life Insurance:

The School District shall provide, at school district expense, a term life insurance policy providing \$100,000 of coverage for the Principal, payable to the Principal's named beneficiary.

7.4 Long Term Disability Insurance:

The School District shall provide, at school district expense, a long term disability insurance policy for the Principal in the school district's group plan.

7.5 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 not less than that which is required by law for the school district.

7.6 Claims Against the School District:

The eligibility of the Principal, or the Principal's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the school district pursuant to this section. It is understood that the school district's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the school district as a result of denial by an insurer of insurance benefits if the school district has purchased the policies and paid the premiums described herein.

8. Other Benefits

8.1 Tax Sheltered Annuities:

The Principal will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123.35, Subd. 12, and school district policy.

8.2 Automobile:

The School District shall compensate the Principal for business use of the Principal's private automobile at the rate established by the School District pursuant to M.S. 471.665.

8.3 Conferences and Meetings:

The school district shall pay all legally valid expenses and fees for the Principal's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Governing Board. The Principal shall periodically report to the Governing Board relative to all meetings and conferences attended. The Principal shall file itemized expense statements to be processed and approved as provided by law.

9. Salary

The Principal's annual salary for 2022-2023 will be \$106,293. The salary for 2023-2024 will be \$108,950. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in 24 equal installments during the contract year.

10. **Other Provisions**

10.1 **Outside Activities:**

While the Principal shall devote full time and due diligence to the affairs and the activities of the school district, the Principal may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Principal's ability to perform the duties of the Principal. The Principal shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Governing Board.

10.2 **Indemnification and Provision of Council:**

In the event that an action is brought, or a claim is made against the Principal arising out of or in connection with the Principal's employment, and the Principal is acting within the scope of employment or official duties, the school district shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the school district herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

10.3 **Dues:**

The Principal is encouraged to belong to appropriate professional educational and civic organizations where such membership will serve the best interests of the school district. Accordingly, the school district will pay such membership dues for organizations as are required, directed, or permitted, by the Governing Board. The Principal shall present appropriate statements for approval as provided by law.

10.4 **403(b) Annuity Matching Contribution Plan:**

Eligibility: The Principal shall be eligible for a School District contribution to a state-approved 403b matching contribution plan in accordance with MS§ 356.24, as amended, provided that: The Principal has authorized at least a matching contribution to an approved 403b annuity matching contribution plan, to be paid by payroll deduction, with equal contributions the pay period. The school district will provide an enrollment form to the Principal who becomes eligible for a district matching contribution. The Principal shall notify the School District in writing no later than 15 days after receipt of the district enrollment form of his/her intention to initiate participation in the 403b annuity matching plan and the amount of his/her contribution. Such participation shall continue year to year at the specified amount unless the Principal notifies the School District to the contrary in writing. Modifications to an individual's contribution must be submitted to the School District by August 1st for an August 31st implementation or by February 1st for a February 28th implementation.

School District Match Contribution: The School District will make a matching contribution for an eligible Principal towards an approved matching annuity plan subject to the requirements of MS § 356.24 in an amount not to exceed the following:

For 2022-2023 will be \$3,100. For 2023-2024 will be \$3,400.

Lifetime Maximum District 403 (b) Contribution Cap \$30,000.00

In the case of the death of the Principal, the surviving spouse or beneficiary shall receive a pro-rata amount of the earned portion of the contract. If the Principal dies before all or a portion of the contract package has been paid, the balance due shall be paid as a lump sum to the Principal's estate. Compliance: Principal Contributions may be contributed to any product in accordance with district policy. All product providers must provide MAC calculations, if requested, by employee or employer.

This contract shall be effective only upon signatures of the Principal and of the officers of the Governing Board after authorization for such signatures by the officers is given by the Governing Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of _____, 2022.

Principal

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of _____, 2022

Chair of the Board

Clerk of the Board