



Master Agreement

2022-2025

between

**Independent School District No. 118
Board of Education**

and

**Independent School District No. 118
Principals' Association**

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Article I

Parties

Parties: This Agreement, entered into between Independent School District No. 118, Remer, Minnesota, hereinafter referred to as the "School District," and Independent School District No. 118 Principals' Association, hereinafter referred to as the "Association," pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as "PELRA," has as its purpose the provision of the terms and conditions of employment for principals for the duration of this Agreement.

Article II

Recognition of Exclusive Representative

Section 1. Recognition: In accordance with PELRA of 1971, the School District recognizes the Independent School District No. 118 Principals' Association as the exclusive representative of principals employed by the School District No. 118. The Principals' Association shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all principals the School District as defined in this Master Agreement and in said PELRA and in order of the Commissioner of Bureau of Mediation Services (BMS).

Article III

Definitions

Section 1. Terms and Conditions of Employment: "Terms and Conditions of Employment" shall be those indicated in PELRA.

Section 2. Principal: "Principals" shall mean only members of the appropriate unit as defined in Section 3.

Section 3. Appropriate Unit: "Appropriate unit" shall consist of all and only those defined herein as follows:

All principals of the School District, Remer, Minnesota, who are licensed by the State of Minnesota as principals, who are employed for more than 14 hours per week and for more than 67 work days

per year and who devote at least 35 percent of their work week, whichever is less, to administrative or supervisory duties in the capacity of principal

Section 4. Superintendent: "Superintendent" shall mean the Superintendent or his/her designated representative(s).

Section 5. Duty Days: "Duty Days" shall mean those days when principals are expected to be on duty, providing their contractual services as set forth below.

Section 6. Individual Contract Year: "Individual Contract Year" shall mean number of duty days.

Section 7. School Board: "Board" shall mean the School Board of the School District and/or its designated official(s).

Section 8. Parties: "Parties" shall mean the School Board and the Association.

Section 9. Grievance: "Grievance" shall mean a dispute or disagreement as to the interpretation or application of any term(s) of this Agreement.

Section 10. Other Terms: Terms not defined in this Agreement shall have those meanings as defined in PELRA.

Article IV

School District Rights

Section 1. Managerial Rights: Except as otherwise provided in this Master Agreement and statutes of the State of Minnesota, the Association recognizes that the School District has the authority to manage and direct, on behalf of the public, all the operations and activities of Independent School District to the extent authorized by law and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District, subject to the rights of the exclusive representative to meet and confer as provided in PELRA.

Article V

Principal's Rights

Section 1. Principal's Retained Rights: Nothing contained herein shall be construed to deny or restrict a principal's rights that he/she may have granted elsewhere and may be in addition to those provided elsewhere.

Section 2. Access to Information: The School District shall provide, upon written request of the Association, all information pertaining to the School District's present and proposed budgets, revenues, and financing. The parties further agree that the Association shall have access, upon notice, to information necessary for the Association to exercise its responsibilities as exclusive representatives.

Section 3. Fair Share: In accordance with PELRA, any principal 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. Any dispute as to the amount of such a fee shall be resolved in accordance with PELRA, as amended.

Article VI

Compensation

Section 1. Paychecks: The principals' annual basic salary will be paid in 24 equal installments, commencing with July 1 and ending June 30 of the following year.

Section 2. Expenses: With the approval of the School Board and at the discretion of the Superintendent, all approved expenses for lodging, meals, travel, and fees incurred as part of a principal's position shall be paid in full by the School District.

Article VII

Insurance

Section 1. Hospital and Medical: The School District shall provide and pay the total cost of hospital and medical insurance for all principals and their dependents who qualify and are enrolled in the School District's group hospital and medical middle value plan. Or the School District shall provide the principal and his/her spouse with their choice of individual policies if less costly than family coverage.

Section 2. Errors and Omissions Insurance: The School District shall provide and pay the total cost of errors and omissions liability insurance for principals, in accordance with M.S. 466.07.

Section 3. Long-Term Disability Insurance: The School District shall provide and pay the total cost of long-term disability insurance for each principal, up to a maximum cost of \$500.00 per year.

Section 4. Dental Insurance: The School District shall provide and pay the total cost of dental insurance for all principals and their dependents that qualify for and are enrolled in the School District's group hospital and medical insurance plan, up to a maximum cost of \$1,250.00 per year.

Section 5. Life: The School District shall pay for \$50,000.00 of life insurance coverage on the principal's life, up to a maximum cost of \$300.00 per year.

Section 6. Theft and Vandalism Coverage: In the event that a principal suffers loss or damage to personal property by an act of vandalism or theft related to his/her association with the School District, or involving personal property located on school district grounds, the School District will reimburse him/her for the loss in an amount equal to the difference between replacement or repair cost (whichever is less) and the coverage from any applicable personal or district insurance.

Article VIII

Leave

Section 1. Sick Leave: Each principal is granted 15 sick leave days annually, accumulated to a maximum of 110 days.

Section 2. Personal Leave/Emergency Leave: The principal is eligible for personal leave/emergency leave during each school year for necessary absence required for the transaction of personal business which cannot be completed outside the normal school day, up to five days per year at the sole discretion of the Superintendent. This leave will not be deducted from sick leave credits. This leave will not be deducted from sick leave credits. Examples of personal business are court appearances, real estate closings, transportation difficulties, religious holidays, and family events such as weddings and commencement ceremonies. A request to use such leave must be submitted to the Superintendent in writing at least three duty days in advance, except for emergency situations, as determined by the Superintendent, and must be approved in writing by the Superintendent or his/her authorized representative.

Section 3. Professional Leave: Each principal is eligible for professional leave during each school year. This leave will not be deducted from sick leave. Request for such leave will be submitted to the Superintendent in writing at least three duty days in advance and must be approved by the Superintendent or his/her authorized representative.

Section 4. Adoption Leave: The School Board may grant an adoption leave to any principal who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried principals. Upon learning of the date of home placement, the principal shall submit a written application for adoption leave to the School Board through the Superintendent.

Section 6. Child Care Leave:

Subd. 1. Application: A childcare leave may be granted by the School District, subject to the provisions of this Section, to one parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. Procedure: A principal making application for childcare 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. Sick Leave: If the reason for childcare leave is occasioned by pregnancy, a principal may use sick leave only for the period of physical disability. 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. Commencement: The School District and principal may adjust the proposed beginning or ending date of childcare leave so that the dates of the leave are coincident with some natural break in the school year – i.e., winter vacation, spring vacation, semester break, or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. Duration: In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than 12 months in duration.
2. Permit the principal to return to his/her employment prior to the date designated in the request for childcare leave.

Subd. 6. Reinstatement: A principal returning from a childcare leave shall be reemployed in a position for which he/she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Termination: 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. 8. Probationary Period: The parties agree that the applicable periods of probation for principals as set forth in Minnesota Statutes 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 childcare leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Retention of Rights: A principal who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused 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 childcare leave.

Subd. 10. Insurance Coverage: A principal on childcare 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 childcare leave. If occasioned by pregnancy, the School District will continue to contribute its share of insurance premiums for two months. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the School District pursuant to this Section.

Subd. 11. Pay and Fringe Benefits: Except as stipulated, leave under this Section shall be without pay or fringe benefits.

Section 7. Leave of Absence: Each principal shall be eligible for a leave of absence of up to three continuous years upon approval of the School Board.

Subd. 1. Compensation: A principal on leave of absence shall not receive any compensation or fringe benefits but shall retain all rights of tenure and benefits as though working during that period.

Subd. 2. Principals on Leave: No more than one principal may be on leave of absence at one time.

Article IX

Fringe Benefits

Section 1. Physical Examination: The School District may require principal(s) to have a physical examination. If a physical examination is required, the principal will be notified, and a doctor/clinic will be selected by mutual agreement, and the entire cost of the physical examination will be paid by the School District.

Section 2. Professional Dues: The School District shall pay the national, state, or local dues for each principal for one membership in that principal's professional organization. The School District shall pay the administrator fee to the Minnesota Board of School Administrators for each

principal on an annual basis. The principal are solely responsible for providing the BOSA invoice for this fee to the School District in a timely manner.

Section 3. Mileage: The School District shall pay each principal mileage for using his/her personal vehicle for school district-related business. The amount per mile shall be in accordance with the school board policy.

Section 4. Professional Meetings and Conventions: The principal may be granted written permission to attend national conventions. Principals may be granted permission to attend national conventions on a rotating basis not to exceed once every three years, per individual principal, except with special permission from the School Board. The School District shall pay in full all legitimate transportation costs, registration fees, and meal and lodging expenses. Out of state travel and related expenses must be pre-approved by the-School Board.

Principals shall be permitted to attend division and state meetings of their state organization, and the School District shall pay in full all legitimate expenses thereof.

Section 5. Tuition Reimbursement: The School District shall pay all tuition and fees for classes taken beyond a master's degree by any of the principals for those credits required to maintain state certification.

Section 6. Tax-Sheltered Annuity: Each principal is 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, M.S. 123B.02, Subd. 15., school district policy, and as otherwise provided by law. Each principal will receive \$500.00 per month placed into his/her 403(b) plan, provided the principal also contributes.

Article X

Calendar and Duties

Section 1. School Calendar: The school calendar shall be the same as the one used by the teachers and set by the School Board.

Section 2. Work Calendar: A work calendar will be submitted by the principals for approval by his/her supervisor.

Section 3. Duty Day: The principal shall be on duty or approved leave for all teacher school calendar days. The length of the Duty Day shall include the school day and all additional time necessary to complete the duties of the position, including assigned extra-curricular events, Mentor-Mentee programs, staff training, or committee meetings falling outside the regular school day.

Section 4. Full-Time Administrators: All principals shall be employed as full-time administrators.

Section 5. Administrative Duties: Any additional administrative duties which might be added to the present workload will necessitate meeting and negotiating between the School Board and the Association.

Article XI

Release Time

Section 1. Professional Meetings: Principals who are selected or elected to serve on region, state, or national professional association committees, boards, or as officers shall be granted the time necessary to perform duties, without loss of rights and benefits, subject to the approval of the Superintendent and School Board (including commitments to IASC unless pre-approved in writing by the Superintendent).

Section 2. Grievances: Processing of all grievances shall be during the normal workday whenever possible, and principals shall not lose wages due to their necessary participation. Grievances shall be processed locally whenever possible.

Section 3. Negotiations: When negotiations and/or mediation and/or arbitration sessions are scheduled by mutual consent between the principals and the School Board or its duly designated officials during school hours, up to two members of the principal's team will be released from their regular administrative responsibilities for this purpose without loss of pay.

Article XII

Unrequested Leave of Absence

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 the Contract year. In the event a principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40 Subd 10, as amended, shall apply.

Subd 1. Principals put on leave shall receive notice by March 1 of the school year prior commencement of such leave.

Subd 2. Principals shall be placed on unrequested leave in reverse order of their hiring.

Subd 3. Principals may not assert a seniority right into a promotional position.

Subd 4. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 5. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principal's right to reinstatement shall terminate if the principal fails to file with the Board by April 1 of any year a written statement requesting reinstatement.

Subd. 6. Failure to accept re-employment, in writing, within such ten (10)-day period shall constitute a waiver on the part of the principal to any further rights of employment or reinstatement, and that principal shall forfeit any future reinstatement or employment rights.

Subd. 7. 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.

Article XIII

Retirement

Section 1. Retirement Package: Benefits in this Article shall be applicable should a full-time principal who qualifies and chooses to retire his/her position.

Section 2. Eligibility: Full-time principals who have completed at least 15 years of continuous service as a principal with School District No. 118 and who are a minimum of 55 years old shall be eligible for retirement pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

Section 3. Application: This Article shall apply to principals as defined by this contract.

Section 4. Years of Service: Eligible principals, upon retirement (a minimum of 15 years of service for Northland Community Schools), shall receive as retirement pay an amount representing ten days of pay for each full year of full-time service to the School District as a principal, but not to exceed a dollar amount of \$18,000.00 for a principal. In applying these provisions, a yearly salary at the time of retirement, divided by 220 days, shall be the daily rate of pay.

Section 5. Unused Sick Leave: In addition to the retirement pay provided in Section 4, a principal shall be eligible to receive as pay, upon his/her retirement, the amount obtained by multiplying 25 percent of his/her unused number of sick leave days, but not to exceed a total of \$10,000.00 for the principal.

Section 6. Payment: Retirement-pay shall be paid by the School District in a lump sum and occur in the same calendar year as the retirement.

Article XIV

Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The principal, administrator, 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 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time

begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision(s) of this Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the School District's designee.

Section 5. Adjustment of Grievance: The School District and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Superintendent or designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I of this procedure, provided the School Board or its representative notifies the parties of the intentions to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the principal may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the principal and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Level II of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the commissioner to appoint an arbitrator, pursuant to the PELRA, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in the PELRA. 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. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the

arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law, or before and 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 as provided in the Agreement or to enforce the award of an arbitrator.

Article XV

Duration and Severability

Section 1. Duration of Agreement: The Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2022, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify and/or amend this Agreement commencing on July 1, 2018, 9 it shall give written notice to the other party of such intent no later than May 1, 201922. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this contract.

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

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision(s) thereof or the application of any such provision(s) is held invalid by a court of competent jurisdiction, it shall not affect any other provisions of this Agreement or the application of any provisions thereof. A substitution for an invalidated provision of this Master Contract shall be provided through appropriate consultation and negotiation with the Association.

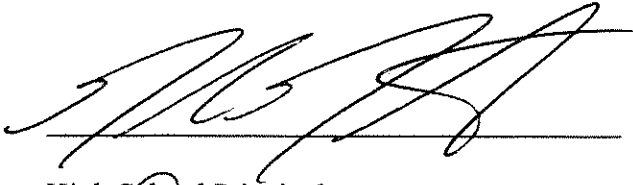
In Witness thereof: The parties have executed this Agreement as follows:

For

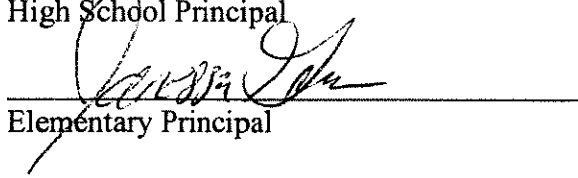
Independent School District No. 118
Principals' Association

For:

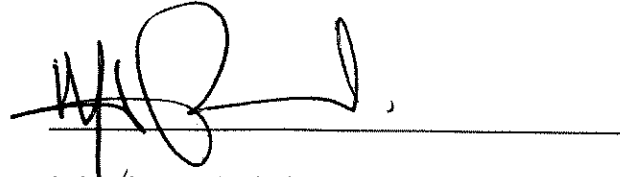
The School District
Board of Education



High School Principal



Elementary Principal



School Board Chairperson

Dated this 9 of 1, ~~2019~~ ²⁰²²

Dated this 10 day of Sept, ~~2019~~ ²⁰²²

**Appendix A
Principal Salary Schedule**

Years at NCS	2022-23		2023-24		2024-25
	220 Days		220 Days		220 Days
0	89089		90871		92688
1	92196		94040		95920
2	94039		95920		97838
3	95920		97838		99795
4	97646		99599		101591
5	99111		101093		103115
6	100598		102610		104662
7	102107		104149		106232
8	103638		105711		107825
9	105193		107297		109443
10	106771		108906		111084

Athletic Director

Agree to Athletic Director being dealt with separately under a memorandum or agreement and possible modification to Policy 446.