

Principals

Independent School District No. 318
820 NW 1st Avenue
Grand Rapids, Minnesota 55744

2021-22

2022-23

July 1, 2021 through June 30, 2023

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Article I

Purpose of Agreement

This agreement between the Board of Education of School District No. 318 (hereafter referred to as School Board) and the Grand Rapids Principals Association (all full-time secondary principals, assistant principals, and elementary principals) (hereinafter called the Principals) is for the purpose of defining salaries, fringe benefits, leaves and workdays for the duration of the Agreement.

Article II

Recognition of Exclusive Representative

In accordance with P.E.L.R.A., the District recognizes the Principals as the Exclusive Representative of Principals employed by Independent School District No. 318. The Principals, as Exclusive Representative, shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Article III

School Board Functions

SECTION 1. The Exclusive Representative recognizes that the District 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 employee, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. The Exclusive Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

SECTION 3. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the professional services as prescribed by the District and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligations, and duty of the District and its duly designated officials to promulgate rules regulations, directives, and orders from time to time as deemed necessary by the District insofar as such rules, directives, and orders are not inconsistent with the terms of this Agreement.

SECTION 4. It is further understood that the foregoing enumeration of District functions shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and the District expressly reserves all management rights and management functions not expressly delegated in the Agreement.

SECTION 5. The Exclusive Representative recognizes that the District, all employees covered by this agreement, and all provisions of the 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 provision of this Agreement herein found to be in violation of any such laws, rules, regulations, or orders shall be null and void and without force and effect.

Article IV

Basic Rate of Pay

The School Board and the Principals agree that wages and salaries to be effected by this agreement are presented in the schedules in Appendix A.

SECTION 1. Pay periods for less than 12 month employees:

Principals scheduled for a period of less than 12 months may have their contract salaries divided into twenty (20) or twenty-four (24) equal payments. All Principals will receive their first paycheck by September 15. Principals electing twenty-four payments will receive their last check by August 31; those electing twenty payments will receive their last check by June 30.

The selected number of pay periods will remain in effect until a new request is submitted. The selected pay periods cannot be changed during the school year. All Principals must apply in writing prior to July 1 preceding the school year in which they wish to change the number of pay periods.

All salary and wage payments due to Principals initially hired after July 1, 2002, will be done through direct deposit (electronic transfer) except for instances of written objection per M.S. 177.23, Subd. 4.

SECTION 2. Additional Service Days for 10 Month Principals:

Up to five (5) days (paid at per diem rate) may be claimed for work during the summer months not scheduled as work days for each 10 Month Principal position - not to exceed 25 days for the unit. These specific project day(s) will only be scheduled and submitted for payment upon mutual agreement of the School District and the 10 Month Principal.

SECTION 3. Placement on Salary Schedule:

The following rules shall be applicable in determining step placement of principals.

Subd. 1. Newly hired Principals shall be given full credit for previous years of administrative experience in a position requiring a principal license. Principals previously employed by the district and rehired within five years shall be given all experience previously held within the District.

SECTION 4. Principals Substitute Teaching:

Principals covering a classroom due to not having an available sub will receive compensation at the rate of \$53.00 per hour for up to one hour per day.

Article V Group Insurance

SECTION 1. Health and Hospitalization Insurance: Beginning July 1, 1994, District contributions for Principal's medical insurance shall be as follows: the District shall contribute 100% of the premium cost for each single coverage subscriber employed half-time or more and 90% of the premium cost for each family coverage subscriber employed half-time or more, except that at no time shall the District be responsible for contributions toward the cost of any such premium in an amount exceeding 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

Subd. 1. Enrollment Provision: New Principals must make individual application for such insurance within 31 days of their employment by the school district. Application for insurance after the 31-day period will be accepted during annual open enrollment or as listed under special enrollment period in our health insurance summary plan document. Any changes from one coverage to another must be applied for by the individual.

Subd. 2. Retired Principals (hired as a Principal prior to 10/1/05): Retired Principals are eligible to participate in a health and hospital insurance plan designed to supplement Medicare benefits. The Principals must have served the district for at least 10 years prior to retirement if hired prior to 2004. Principals hired after 2004 must have served the district for 15 years unless this clause is waived to ten years by the superintendent at the time of initial employment. The retiree must be a member of the health and hospitalization insurance plan immediately preceding retirement. Retirees who qualify for this program are eligible for the following benefits:

A. For Principals retiring prior to reaching age 62, the District will contribute 100% of the premium cost for each single coverage subscriber and 90% of the premium cost of each family subscriber until age 62 at which time 100% of the premium cost will be paid.

B. For Principals retiring after reaching age 62, one hundred percent of the premium of the health and hospitalization plan will be paid by the district.

C. In the event of the retired Principal's death, the privileges named in Subd. 2, "A", and "B" above will be extended to the surviving spouse/dependent until remarriage.

D. To qualify for parts, "A", "B", and "C" above, the Principal must retire (as defined below) at the end of the school year (except if for medical reason) and must notify the school board of the retirement prior to April 1 of the year of retirement.

Retiree Defined: For purposes of this subdivision "Retiree" shall mean a Principal who has severed employment with District 318 by submitting a retirement letter to the Board, filed a retirement letter with TRA, qualifies to receive an annuity from TRA, and who has either opted to receive the annuity or has deferred the annuity until a later date.

E. A retired Principal shall receive group insurance coverage as stated in the Principals agreement in effect at the time of his/her retirement.

F. Continuous membership requirement: Retirees must maintain continuous membership in the Health and Hospitalization Insurance Plan to receive a contribution by the District. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.

Subd. 3. Retired Principals (hired as a Principal after 10/1/05): Retired Principals are eligible to participate in a health and hospital insurance plan designed to supplement Medicare benefits. Principals hired after 10/1/05 must have served the district for 15 years unless this clause is waived to ten years by the superintendent at the time of initial employment. The retiree must be a member of the health and hospitalization insurance plan immediately preceding retirement. Retirees who qualify for this program are eligible for the following benefits:

A. For Principals retiring prior to reaching age 62, the District will contribute 100% of the premium cost for each single coverage subscriber and 90% of the premium cost of each family subscriber until age 62 at which time 100% of the premium cost will be paid until age 65 at which time no contribution will be made by the District.

B. For Principals retiring after reaching age 62, one hundred percent of the premium of the health and hospitalization plan will be paid by the district until age 65 at which time no contribution will be made by the District.

C. After the death of an active or retired member, the surviving spouse and dependents, if any, will be allowed to remain in the group until he/she dies. There will be no contribution made by the district for the surviving spouse and dependents. The surviving spouse and dependents, if any, must have been a member of the group medical insurance at the time of the member's death.

D. To qualify for parts, "A", "B", and "C" above, the Principal must retire (as defined below) at the end of the school year (except if for medical reason) and must notify the school board of the retirement prior to April 1 of the year of retirement.

Retiree Defined: For purposes of this subdivision "Retiree" shall mean a Principal who has severed employment with District 318 by submitting a retirement letter to the Board, filed a retirement letter with TRA, qualifies to receive an annuity from TRA, and who has either opted to receive the annuity or has deferred the annuity until a later date.

E. A retired Principal shall receive group insurance coverage as stated in the Principals Agreement in effect at the time of his/her retirement.

F. Continuous membership requirement: Retirees must maintain continuous membership in the Health and Hospitalization Insurance Plan to receive a contribution by the District. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.

G. Health Care Savings Plan

Beginning July 1, 2007, administrators hired after 10-1-05 will receive District contributions to a Health Care Savings Plan in the following manner:

The district will contribute \$1,000.00 annually (pro-rated to 1.0 FTE) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the administrator. This contribution will be prorated each year based on 1.0 FTE. This contribution will continue annually for the duration of active employment as an administrator in ISD #318.

SECTION 2. Income Protection Insurance: An income protection plan is made available to all full-time Principals. Acceptance of the plan is voluntary on the part of each employee. Effective July 1, 1981, the premium for the income protection plan for all full-time Principals shall be paid in full. No additional compensation will be paid to those who choose not to accept the plan.

SECTION 3. Life Insurance: A life insurance plan is available to all full-time Principals. The cost of the first \$150,000 coverage is to be paid by the school district. Additional insurance may be purchased by the Principal. Life insurance will follow the parameters set in the life insurance policy. i.e.: working past the age of 70 will see a reduction in life insurance value.

SECTION 4. Auto and Home Damage: All claims for damage as a result of their employment with Independent School District 318 will be reimbursed the cost of property deductibility not to exceed the deductible amount of the insurance policy or \$250, whichever is less. No Principal shall exceed \$500 annually.

Article VI Leaves of Absence

SECTION 1. Sick Leave:

Subd. 1. Sick leave covers all Principals under contract.

Subd. 2. Sick leave with pay is allowed for a Principal's personal illness or illness in his/her immediate family, which is defined as spouse, child, parent, grandparent, grandchild, spouse's parent, or sibling.

Subd. 3. Sick leave is determined as follows: One day per administrative month.

Subd. 4. Sick leave shall accumulate without limitation. Sick leave available for the entire year shall be available on the effective date of the contract. Sick leave which has not been earned over the contractual period will be deducted from a Principals next pay period.

Subd. 5. Sick leave cannot be taken in lieu of any other leave

Subd. 6. In cases where a Principal has excessive absenteeism, the Board of Education, at its expense, can demand an examination by a physician of its choice.

Subd. 7. The absence report must be sent to the business office three days after return to duty. Violation of this will result in loss of sick days taken.

SECTION 2. Emergency Leave: Administrative emergency leave may be granted and shall be left to the discretion of the Superintendent's office.

SECTION 3. Leave Without Permission: Principals taking leave without permission will be considered to have violated their contract.

SECTION 4. Bereavement Leave:

Subd. 1. Bereavement leave is allowed for the Principal's relatives as follows: spouse, child, siblings, parents, grandparents, grandchildren, spouse's parents, spouse's child, spouse's siblings, spouse's grandparents.

Subd. 2. The amount of time for bereavement leave is determined by the Superintendent's office according to each individual case depending upon the distance and related factors.

Subd. 3. Requests for bereavement leave for other than those mentioned above will be considered on the merits of each individual case.

SECTION 5. Jury Duty Leave: Principals selected for jury duty or appearing in court under subpoena will be paid an amount which together with salary received for jury duty would equal their regular wage.

SECTION 6. School Business Leave:

Subd. 1. School business leave is when a Principal, at his/her own request or at the request of the administration, is absent from his/her administrative duties because of official school business.

Subd. 2. Generally, requests to be absent from work must be made in advance on approval forms provided by the Superintendent's office, one week prior to the date of absence.

Subd. 3. The school district shall reimburse the necessary traveling expenses according to the adopted schedule and no deductions of salary shall be made for time absent from duty.

Subd. 4. Three principals may attend a national principals' conference at district expense in a given year. Each principal shall be limited to attend once every three years.

SECTION 7. Sabbatical Leave:

Subd. 1. One year's sabbatical may be granted by the School Board to Principals for the purpose of graduate study.

Subd. 2. To be eligible for sabbatical leave, a Principal must have been employed seven full years in Independent School District No. 318.

Subd. 3. A Principal may be granted one sabbatical leave while employed with Independent School District No. 318.

Subd. 4. Applications for sabbatical leave must be submitted to the Superintendent's office by March 31 for leaves beginning the following fall; planned program must accompany application. Applicants will be notified by the Superintendent's office regarding the granting or rejection of leave by April 30.

Subd. 5. The allowance granted to a Principal on sabbatical leave shall be based on one-half the contract salary of the individual for the school terms during which the leave occurs; it also includes one-half of all fringe benefits. For periods of less than one year, allowance shall be pro-rated. Salary payments will be received at regular pay periods.

Subd. 6. No more than one (1) Principal may be on sabbatical leave in any school year. If the number of requests exceeds the limitation, priority shall be given on the basis of the following criteria and in the following order: 1) working on advanced degree (evidence must be furnished

substantiating the fact that a program of study has been or will be accepted to the graduate school); 2) length of service in the district; 3) availability of a replacement.

Subd. 7. A Principal who is granted a sabbatical leave must agree to return to the district for two full contractual years following termination of the leave unless the administrator's service is discontinued because of being incapacitated, put on unrequested leave or by mutual agreement between the School Board and the administrator. If the administrator voluntarily resigns prior to the two contractual years in the district, he/she shall repay to the district the pro-rated part of the sabbatical allowance not yet repaid by services rendered.

Subd. 8. A year of sabbatical leave shall be counted as a year of experience on the salary schedule and a year for seniority purposes.

Subd. 9. Principals on leave may augment their sabbatical salary with aids, fellowships, scholarships or other stipend up to an amount that will not exceed the full amount of their basic salary.

Subd. 10. Full-time employment during the sabbatical voids the conditions of sabbatical leave, and all money received after the date of full-time employment becomes immediately repayable to the district.

Subd. 11. Part-time employment during the sabbatical must receive prior approval by the Superintendent.

SECTION 8. Unpaid Leave of Absence:

Subd. 1. The granting of a leave of absence is based upon the nature of each individual request. Request for leaves of absence must be submitted to the Superintendent's office prior to March 31. Granting of leaves of absence may depend upon the purpose of the leave and the ability to fill the position vacated.

Subd. 2. Principals requesting a leave for study must agree to return to District No. 318 for one year following the leave period.

Subd. 3. A Principal on leave of absence shall not be eligible for fringe benefits at district expense during the leave unless approved by board action.

Subd. 4. Prior to, during and upon returning from a leave of absence, the Principal may request and receive information concerning his/her position in the district. An attempt will be made to place the Principal in the same or similar position as determined by the Superintendent's office.

SECTION 9. Political Leave:

Subd. 1. A political leave will be without salary, fringe benefits or tenure qualifications.

Subd. 2. The leave may be granted to any Principal upon application for the purpose of campaigning for, or serving in, a public office.

Subd. 3. A Principal employed one-third of a school year will be allowed one year's experience on the salary schedule.

Subd. 4. A Principal on political leave shall not be eligible for fringe benefits at district expense during the leave period but may participate at his/her own expense for one term of office.

SECTION 10. Military Leave: In compliance with state law.

SECTION 11. Child Care Leave:

Subd. 1. A childcare leave may be granted by the school district subject to the provisions of this section. Child care leave without pay may be granted because of the need to prepare and provide parental care of a child or children of the Principal for an extended period of time.

Subd. 2. If possible, Principals making application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least one calendar month before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, the Principal may elect to utilize sick leave pursuant to the sick leave provisions of the Agreement in lieu of seeking a child care leave pursuant to the section. Generally Principal shall be eligible for only one of the options provide herein. (This may be altered in case of complications through a conference between the physician, Principal and administration.) A pregnant Principal will also provide at the time of the leave application, a statement from the Principal's physician indicating the expected date of delivery.

Subd. 4. The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leaves 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. In making a determination concerning the commencement and duration of a child care leave, the school board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the Principal to return to his/her employment prior to the date designated in the request for child car leave.

Subd. 6. A Principal returning from a child care leave shall be re-employed in a position which he/she is licensed unless 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 in the leave.

Subd. 8. The parties agree that the applicable period 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 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. Leaves under this section will be without pay or fringe benefits.

SECTION 12. Religious Leave: Any Principal who observes a religious holiday on a day which does not fall on a Sunday or a legal holiday shall be entitled to a day off from his/her employment

for such observance with prior approval from the Superintendent's office. The day off shall be taken without pay except where the Principal has unused emergency leave, and in that case, that day shall be charged against his/her emergency leave.

SECTION 13. Personal Leave Day:

Subd. 1. Principals employed for less than 12 months will be allowed five personal days per year, accumulative to a total of twelve (12) days. All days must receive prior approval from the Superintendent's office.

Subd. 2. Principals shall automatically be compensated for any unused personal leave days in excess of seven at \$200 per day. Such compensation shall be paid no later than July 31. Upon separation from the District, unused personal leave days, up to ten, will be reimbursed to the administrator, beneficiary or estate at the rate of their contracted daily rate of pay.

SECTION 14. Vacations:

Subd. 1. Principals in twelve month positions shall earn twenty-five (25) days of annual vacation each contract year. He/she shall be allowed to accumulate vacation days to a limit of forty (40) and he/she shall receive one payment in full for his/her accumulated vacation days when requested upon leaving the District. Payout will be limited to 40 days. Unused vacation days above the accumulated forty (40) days must be taken within twelve (12) months after the end of the contract year in which it is earned. If the employee dies before leaving the District, his/her accumulated vacation benefits shall be paid to his/her spouse and or estate.

Subd. 2. Year of Retirement

In the final year of employment prior to retirement, an administrator will be allowed to carry over an additional 5 days of non-cumulative vacation. At no point will the accumulated payable vacation exceed 40.

Subd. 3. All vacation days are to be approved at least five days in advance by the Superintendent's office. Any Principal taking vacation days without prior approval will be in violation of this agreement.

SECTION 15. Holidays: In addition to vacation time, Principals shall have the following holidays:

- A. Labor Day
- B. Thanksgiving Day
- C. Christmas Eve Day and Christmas Day
- D. New Year's Day
- E. Martin Luther King Jr. Day when school is not in session.
- F. Good Friday
- G. Fourth of July
- H. Memorial Day
- I. President's Holiday when school is not in session.
- J. The day after Thanksgiving when school is not in session.
- K. Easter Monday when school is not in session.
- L. One day will be allowed from Christmas Eve day through New Year's Eve day as a floating holiday (individual employee's option).

Legal holidays falling on Saturday or Sunday will be observed on Friday or Monday as specified by Minnesota State Law, Statute 654.44.

Article VII

District Matching Retirement Program (Prepaid Severance)

SECTION 1: Eligibility

Principal will become eligible to begin receiving District Matching Retirement contributions upon completion of two (2) years of service as a principal in ISD #318.

SECTION 2: Employee Responsibility

Principal is required to contribute a minimum of \$2,500.00 per fiscal year in order participate in the District Matching Retirement program.

SECTION 3: District Responsibility

District will contribute \$2,500.00 per fiscal year of active employment for each Principal. The Principal must use the District Matching Retirement program election during the fiscal year period or lose it.

SECTION 4: Participation

Subject to Minnesota Statute 352.965 and 356.24, employees may participate in the State 457 plan or with a district approved 403b plan.

Article VIII

Seniority and Unrequested Leave

SECTION 1. Purpose: All staff reductions will be in accordance with Minnesota Statutes 122A.40.

SECTION 2. Seniority Dates:

Subd. 1. Administrative seniority shall be the number of years of full-time continuous service with the school district commencing with the first day of service to the school district, and shall exclude probationary Principals, part-time Principals who spend less than 50% of their time as a Principal during a school year, and those Principals who are acting incumbents for Principals on authorized military, or other similar leaves of absence. Continuous service shall not be deemed broken because of any leave allowed in this contract.

Subd. 1a. Effective 2002-2003, administrative seniority shall be based on the number of years of full time continuous service to the school district as an administrator to the school district. Administrators employed prior to 2002-2003 will continue to use the seniority language in Article VIII, Section 2, Subd. 1.

Subd. 2. In determining the length of seniority, a Principal whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the School Board and the Principal, without interruption of regular service, shall retain his/her seniority date.

SECTION 3. Administrative Seniority List:

Subd. 1. Within 30 days after the beginning of each school year or after the signing of a new contract, whichever comes later, the School Board shall cause an administrative seniority list to be prepared from its records. It shall thereupon post such list in an official place in each school house of the district and provide a list to the Exclusive Representative.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have 30 days from the date of posting to supply written documentation, proof and request seniority change to the School Board.

Subd. 3. Within 30 days thereafter, the school district shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deem warranted. A final seniority list shall thereupon be prepared by the School Board, which lists as revised shall be binding on the school district and any Principal. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition of approved earned credits. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 4. This article shall govern all Principals as defined therein and shall not be construed to limit the rights of any other certified employee not covered by the Master Contract or other Master Contracts affecting such certified employee.

Article IX Strikes and Work Stoppages

SECTION 1. In the event of a strike or work stoppage by other groups of District employees, Principals will consider themselves on duty for the purpose of carrying out Board policy and insuring the safety of personnel and property.

SECTION 2. In no event will the compensation for Principals be halted or suspended due to striking or work stoppage of their District employees.

Article X 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, Administration, or the School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her 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: Grievances 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 provisions of the Agreement allegedly violated and the particular relief sought within *twenty days* after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed 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 Unit member within the school district in the following manner:

Subd. 1. Level 1: If the grievance is not resolved through informal discussions, the Superintendent or his 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 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the School Board, provided such an appeal is made in writing within *five days* after receipt of the decision in Level 1. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within *twenty days* after receipt of the appeal. Within *twenty 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 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 1 of this procedure provided the School Board or its representative notify the parties of its 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 reserve or modify such decision.

SECTION 7. Denial of Grievance: Failure of 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 2 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 PERB to appoint an arbitrator, pursuant to M.S. 179A.16, providing such request is made within twenty days after the request for arbitration. The request shall ask that the appointment be made within thirty *days* after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

(a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance, which shall include the following;

- (1) The issues involved,
- (2) Statement of the facts,
- (3) Position of the grievant,
- (4) The written documents relating to Article X, Section 5 of the grievance procedure.

(b) The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. 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, and 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. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decision by arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with 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 shall be made of the hearing at the request of either party. The parties shall share equally fees and expense 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. 8. 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 of 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 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, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Appendix A
Grand Rapids Principals Association

2021-2023 Salaries

Class	Description	Step	2021-2022	2022-2023
1	Elementary Principals Assistant Principals Principal/Assistant Director of Special Services 10 month (202 days)	1	\$ 88,962	\$ 89,852
		2	\$ 91,274	\$ 92,187
		3	\$ 93,588	\$ 94,524
		4	\$ 95,896	\$ 96,855
		5	\$ 99,627	\$ 100,623
		6	\$ 103,507	\$ 104,542
		7	\$ 107,537	\$ 108,612
2	Assistant Principals 12 month	1	\$ 99,219	\$ 100,211
		2	\$ 101,785	\$ 102,803
		3	\$ 104,355	\$ 105,399
		4	\$ 106,920	\$ 107,989
		5	\$ 111,093	\$ 112,204
		6	\$ 115,434	\$ 116,588
		7	\$ 119,945	\$ 121,144
3	Bigfork Principal Elementary Principal 12 month	1	\$ 99,219	\$ 100,211
		2	\$ 101,785	\$ 102,803
		3	\$ 104,355	\$ 105,399
		4	\$ 106,920	\$ 107,989
		5	\$ 111,093	\$ 112,204
		6	\$ 115,434	\$ 116,588
		7	\$ 119,945	\$ 121,144
4	Grand Rapids Middle School Lead Principal Elementary Lead Principal 12 month	1	\$ 105,893	\$ 106,952
		2	\$ 108,601	\$ 109,687
		3	\$ 111,308	\$ 112,421
		4	\$ 114,016	\$ 115,156
		5	\$ 118,473	\$ 119,658
		6	\$ 123,109	\$ 124,340
		7	\$ 127,926	\$ 129,205
5	Grand Rapids High School Lead Principal 12 month	1	\$ 109,092	\$ 110,183
		2	\$ 111,798	\$ 112,916
		3	\$ 114,502	\$ 115,647
		4	\$ 117,214	\$ 118,386
		5	\$ 121,800	\$ 123,018
		6	\$ 126,568	\$ 127,834
		7	\$ 131,523	\$ 132,838

Subd. 1. Non-certified new members will be placed at the appropriate entry level and must attain appropriate certification within two years of date of hire to remain a member of the Principals bargaining group.

Subd. 2. In case of strike or work stoppages, the compensation of Principals with less than a 12-month contract will be based on an annual salary divided by the scheduled contract days.

Subd. 3. When a need exists for work beyond the scheduled contract days, the Superintendent will assign Principals less-than-12 months employment at a daily rate of pay based on annual salary divided by the scheduled contract days.

10 Month Calendar:

Each 10-month principal will submit a calendar reflecting the 202 scheduled days to the direct supervisor prior to August 1 of each school year for approval. Approved schedules will be submitted to the HR office. Changes to the originally identified schedule will be allowed if approved by the direct supervisor. Approved schedule changes will be submitted to the HR office.

Fringe Benefits Include:

Dues: The school district will pay the annual fee for MN State Board of Administrators and dues for one regional organization, one state organization, one national organization, and ASCD premium per Principal.

All the following are considered twelve month positions:

Senior High Principal
Middle School Principal
12 Month Assistant Principals
Bigfork Principal
12 Month Elementary Principals

Any compensation based on days worked will be figured on the basis of actual work days.

Career Increment

Career increments will be added to each Principal's salary who has served in K-12 Public Education for at least the number of years designated according to the following schedule:

2021-2023

9 years	\$5,500
12 years	\$6,000
15 years	\$6,500
18 years	\$7,000
21 years	\$7,500

Board Policy

To further encourage District Principals to continue educational growth in areas specific to the administration of their duties and responsibilities, the District will support the cost of workshops and conferences attended when approved in advance by the Superintendent.

Adopted 1984

Board Negotiators:

Elizabeth White

Dr. Robert Offelie

Stipulation:

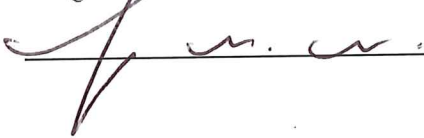
In consideration of the salaries and conditions previously listed, the Principals and the District agree to the following:

- A. That neither the previously scheduled step increment costs nor the savings in replacing Principals will be considered negotiable items in the future – i.e. the District is to assume the cost of scheduled step increments and retain the savings of replaced Principals. The term "scheduled increment" is restricted to the cost of step increments a Principal would receive according to the previously negotiated salary ranges.

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

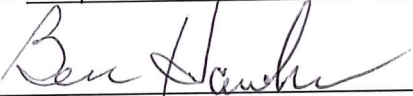
For the Principals:

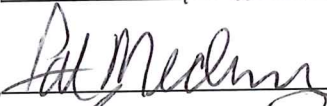


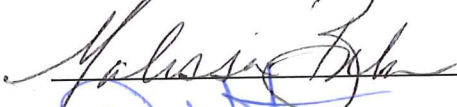


Dated this 6th day of May, 2022.

For Independent School District 318:









Dated this 19th day of April, 2022.