

**Agreement Between  
Independent School District 413  
Marshall Public Schools**

**and**

**Marshall Principals' Association**

**July 1st, 2024 - June 30th, 2026**

## Table of Contents

<b>Article I:</b>	<b>Purpose</b>	<b>3</b>
<b>Article II:</b>	<b>Recognition of Exclusive Representative</b>	<b>3</b>
<b>Article III:</b>	<b>Definitions</b>	<b>3</b>
<b>Article IV:</b>	<b>School Board Rights</b>	<b>4</b>
<b>Article V:</b>	<b>Association-Principal Rights</b>	<b>4</b>
<b>Article VI:</b>	<b>Work Year</b>	<b>5</b>
<b>Article VII:</b>	<b>Group Insurance and Annuities</b>	<b>6</b>
<b>Article VIII:</b>	<b>Leaves of Absence</b>	<b>7</b>
<b>Article IX:</b>	<b>Unrequested Leaves of Absence</b>	<b>11</b>
<b>Article X:</b>	<b>Rates of Pay and Other Benefits</b>	<b>14</b>
<b>Article XI:</b>	<b>Severance and Tax Shelters</b>	<b>17</b>
<b>Article XII:</b>	<b>Grievance Procedures</b>	<b>18</b>
<b>Article XIII:</b>	<b>Professional Development</b>	<b>22</b>
<b>Article XIV:</b>	<b>Progressive Discipline</b>	<b>22</b>
<b>Article XV:</b>	<b>Duration of Agreement</b>	<b>23</b>

**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between Independent School District No. 413, Marshall, Minnesota, hereinafter referred to as the School Board or the School District, and the Marshall Principals Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for administrators during the duration of this agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Marshall Principals Association: In accordance with the P.E.L.R.A., the School District recognizes the Marshall Principals' Association as the exclusive representative of administrators employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the administrators of the School District as defined in this agreement and in said act.

**ARTICLE III  
DEFINITIONS**

Section 1. Terms and Conditions: Terms and conditions of employment shall mean the hours of employment, the compensation, therefore including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. Terms and conditions of employment are subject to M.S. 179A.07.

Section 2. Definition of Principal: "Principal" shall mean any person employed by the School District in a position for which the person must be licensed by the Board of Teaching or the State Board of Education and as assigned by the Superintendent. Those excluded from coverage by this agreement shall be those excluded by law. For purposes of this agreement, the term "administrator" will be used for principals and assistant principals covered by this agreement.

Section 3. School District: For purposes of administering this agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A.

#### **ARTICLE IV SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Rules and Regulations: The exclusive representative recognizes that all administrators covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Section 4. Rights Reserved: The School Board has been granted by the State Legislature the power to manage and control the School District. The School District reserves these delegated powers to itself, except as they may be expressly limited by this agreement.

#### **ARTICLE V ASSOCIATION-PRINCIPAL RIGHTS**

Section 1. Use of Facilities: The Association shall have the right to use District buildings before and after hours for meetings, scheduling such use with the Superintendent, provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Association in accordance with District policy.

Section 2. Association Representatives: Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to Association business with District

personnel on campus at all reasonable times, at the discretion of the Superintendent, provided that this shall not interfere with or interrupt normal operations.

Section 3. Association Security: Administrators may have the right to post notices of Association activities and matters of professional importance to the administrators. Administrators may use the District mail service for official communications to administrators.

Section 4. Meet and Confer: The Association has the right on an annual basis to request two meet and confer meetings with the School Board.

## **ARTICLE VI WORK YEAR**

Section 1. Work Year: The work year will start on July 1st and end on June 30th.

Section 2. Length of Contract by Position:

Principal, Secondary Level	240 Days
Principal, Middle Level	240 Days
Principal, Primary Level:	235 Days
Assistant Principal:	220 Days
ALC Assistant Principal:	230 Days

Subd. 1. Summer School Assignment: Any administrator assigned to additional duty days beyond his/her contract will be compensated at the current rate of his/her administrator's rate of pay for each additional duty day. The Alternative School Assistant Principal shall administer the ALC summer school as a part of his/her duty assignment.

Subd. 2. Remote Work: Annually, on up to 5 non-student contact days, administrators, with permission from the Superintendent, will be allowed to work remotely. This provision would not apply to e-Learning days when staff is allowed to work remotely. Up to an additional 5 days may be allowed with permission from the Superintendent.

Section 3. Extra Duty Days: Up to fifteen additional days of duty per administrator will be allowed at the discretion of the Superintendent. Compensation will be at the administrator's current rate of pay for each additional duty day.

Section 4. Holidays: The administrators shall be entitled up to 10 paid holidays each contract year as designated by the School District. Days included for consideration by each administrator includes July 4th, Labor Day, Education Minnesota Break, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's

Day, President's Day, Good Friday, Easter Monday, Memorial Day and/or Juneteenth . In the event a regularly scheduled school day falls on one of the said holidays the administrators may take the day in conflict at another time during the contract period with approval from the superintendent.

Section 5. Work Schedule: By July 1 each year, each administrator shall submit a calendar to the Superintendent indicating their work schedule including working and non-working days for that school year. The format of the calendar and submission process will be at the discretion of the Superintendent. This schedule may be modified after approval and permission is granted by the superintendent.

Written requests for modifications to the work schedule are to be submitted three (3) working days in advance of any absences when students/staff are in session. Work schedule changes occurring in the summer are exempt from the 3 working day notification requirement. When there are extenuating circumstances, this should be presented to the Superintendent in writing and consideration shall be given to the request.

Section 6. Transfers and vacancies: A transfer of personnel from one administrative position to another administrative position in the District shall be considered on the basis of meeting the educational needs or objectives of the School District as determined by the superintendent. In all cases with transfers, the administrator involved may meet with the Superintendent regarding the transfer. An administrator may apply for any open position in the district for which they are qualified and shall receive an interview for the position. An administrator may request a transfer from an administrative position to a teaching position consistent with state statute.

## **ARTICLE VII**

### **GROUP INSURANCE AND ANNUITIES**

Section 1. Eligibility: Starting with principals who are hired after July 1, 2018, full benefits provided in this article are designed for principals who are employed as principals an average of at least .80 full-time equivalency (FTE). Principals who are employed as principals less than .80 full-time equivalency (FTE) shall be eligible for partial benefits proportional to the extent of their employment. Eligibility may be subject to limitations contained in the contract between insurance carriers and the School District.

Section 2. Health and Hospitalization Insurance: The school district shall contribute 100% of the annual premium cost for either single or family coverage for a district sponsored CDHP health and hospitalization insurance plan with the lowest deductible. The district will also fund 100% of the annual deductible into the administrator's individual health savings plan in

semi-monthly installments Said plan will be offered consistent with and as allowed by Minnesota statute and Internal Revenue Service (IRS) regulations governing health care benefits.

If there is any other plan change during the term of this contract, this section (Article VI Section 1) may be reopened for negotiation.

Section 3. Dental Insurance: 100% of the family dental insurance premium will be paid by the District for administrators and their eligible dependents.

Section 4. Flexible Benefit Plan: The District shall adopt the Independent School District #413 Flexible Benefits Plan, which shall cover such employees so qualified. The purpose of the plan is to provide the District's employees with certain tax-advantaged benefits and to allow its employees to select from among the fringe benefits offered. The plan year for Flexible Benefits Plan shall end on the 30<sup>th</sup> day of September annually. The cost of implementing and operating the plan shall be the responsibility of the District.

Section 5. Long-Term Disability: The School District shall pay the total premium for long-term disability insurance for all administrators who qualify and are enrolled in the School District group disability plan. An administrator who is continuously disabled for the period covered by the waiting period of the School District LTD plan, is obligated to cooperate in applying for coverage under the carrier's long-term disability plan.

Section 6. Term Life Insurance: The School District shall provide all full-time principals with a \$200,000 term life insurance group policy to be paid by the School District within the limits of the insurance carriers contract.

## **ARTICLE VIII LEAVES OF ABSENCE**

Section 1. Sick Leave: Administrators shall be entitled to sick leave as defined below:

Subd. 1. Each administrator shall be granted thirteen (13 ) days of sick/ESST leave at the beginning of the fiscal year, at full salary to be used to cover absences allowed pursuant to M.S. 181.9413.

Subd. 2. The unused portion of the thirteen days shall be allowed to accumulate to a total of 120 days.

Subd. 3. No sick leave provisions shall apply to an administrator who is injured while in the employ of another employer during the school year.

Subd. 4. If injured while on school duty, sick leave will apply as provided above except that the amount of Workers' Compensation for loss of time paid to the employee will be subtracted from the sick leave paid by the school until said accumulated sick leave has expired.

Section 2. Personal Leave: Administrators are eligible for up to five(5) personal leave days per year, non-accumulative, to conduct business, participate in family occasions, take care of emergencies, and/or appointments that could not be done at a time other than during the school day/year.

During the 185 school days where staff and/or students are present, personal leave days would need to be used prior to any non-working days being approved. A principal may be granted a leave not to exceed three days per year at the discretion of the superintendent provided the principal has utilized all personal days. In emergency situations, the superintendent may in his/her discretion make an exception to the provisions of this section.

Subd. 1. Up to three (3) personal leave days left at the end of the school year shall be reimbursed at that administrator's daily rate of pay by the July 15 payroll of the following school year.

Section 3. Bereavement Leave: Up to four (4) days per occurrence of bereavement leave, non-accumulative, shall be granted for death in the immediate/extended family of the administrator or administrator's spouse. The length of the leave is subject to review and approval by the superintendent or designee.

Section 4. Childcare Leave: An administrator may be eligible for childcare leave as described below:

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

Subd. 2. An administrator 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. If the reason for the childcare leave is occasioned by pregnancy, an administrator may utilize disability leave pursuant to the disability leave provisions of the agreement during a period of physical disability. However, an administrator shall not be eligible for disability leave during a period of time covered by a childcare leave. A pregnant administrator will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a 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. When this adjustment necessitates setting a beginning date prior to a disability period, this shall not result in loss of the disability benefits.

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

- a. Grant any leave more than twelve (12) months in duration, including disability leave.
- b. Permit the administrator to return to his/her employment prior to the date designated in the request for childcare leave.

Subd. 6. An administrator returning from childcare leave shall be re-employed in a position for which they are licensed, unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the administrator to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the administrator mutually agree to an extension in the leave.

Subd. 8. The parties agree that periods of time for which the administrator is on childcare leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An administrator who returns from childcare 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 leave. The administrator shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10. An administrator on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. If an employee was paying all or

part of the premium payments prior to the leave, the employee must continue to pay his or her share during the leave period. If the employer pays 100 percent or whatever of the cost of the coverage for employees, it must continue to do so for the duration of the leave. If the employer provides new benefits or offers any new plan during the employee's leave, the employee is entitled to participate on the same basis as active employees. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

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

Section 5. Adoption Leave: The School District shall grant a leave to an administrator who adopts a child. The leave shall commence after the arrival of the child. Prior to the actual adoption, an administrator may have up to five (5) days of unpaid leave to allow the administrator to appear at required adoption interviews. All relevant provisions of the childcare leave in Section 3 shall apply to an adoption leave.

Section 6. Jury Duty: Administrators shall be excused from school for jury duty when they are summoned to serve. The amount of compensation they receive for this jury duty for time served during scheduled school days shall be deducted from the administrator's regular pay.

Section 7. Military Leave: Military leave shall be granted pursuant to current applicable law.

Section 8. Leaves of Absence: The School District agrees to give consideration to requests from individual administrators covered by this agreement for leaves of absence without pay or fringe benefits.

Section 9. Professional Leave: The School District may approve Professional Leave, with no deduction of salary, for administrators to attend professional meetings, conventions, visitations, and other education-related events. No deduction will be made from administrators' accumulated leave for Professional Leave.

Section 10. Emergency Leave:

Subd. 1. Use: A full-time principal may be granted an emergency leave with the written approval of the Superintendent of no more than two (2) days per year, noncumulative, and the days used to be deducted from the principal's sick leave, for any situation that arises requiring the principal's emergency attention which cannot be attended to when school is not in session and which is not covered under other provisions of this Agreement.

Subd. 2. Requests: Requests for emergency leave must be made in writing to the Superintendent. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave if, under the circumstance involved, he/she determines that such leave should not be granted. All leave must have prior, written approval, but at no time shall more than one (1) principal be granted emergency leave at one time.

## **ARTICLE IX UNREQUESTED LEAVES 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 school year. In the event a principal or assistant 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, as amended, shall apply.

### Section 2. Definitions:

Subd. 1. "Principal" shall mean a continuing contract principal or assistant principal appropriately licensed.

Subd. 2. "Seniority" shall mean employment under a continuing contract as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Subd. 3. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals

### Section 3. Establishment of a Seniority List:

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principal's bargaining unit.

Subd. 2. All principals will have a seniority date on the K-12 principal's seniority list.

Subd. 3. Any principal who disagrees with the order of seniority list shall have 20 days from the transmission of the list to discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 4. Definition of Seniority: Seniority among newly appointed principals shall be determined based on the following criteria, listed in order of priority:

1. Date of Hire in Marshall to an Administrative Position: The date of hire to an administrative position in MPS will be determined by the date their employment started at MPS.
2. Total Years of Administrative Experience: If the date of hire is the same for multiple principals, their total years of administrative experience will determine seniority. This includes all years of service in administrative roles in any district.
3. Total Years of Educational Experience at MPS: If the date of hire and total years of administrative experience are the same for multiple principals, their total years of educational experience at MPS will determine seniority. This includes all years of service in educational roles at MPS, such as teaching, administrative positions, and other relevant educational work.
4. Total Years of Educational Experience: If the preceding criteria are equal for multiple principals, their total years of educational experience will determine seniority. This includes all years of service in educational roles, such as teaching, administrative positions, and other relevant educational work.
5. Additional Qualifications: If the preceding criteria are equal for multiple principals, additional qualifications such as advanced degrees, certifications, and specialized training will be considered.

Subd. 5. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

#### Section 4. Placement on Unrequested Leave of Absence.

Subd. 1. 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 school year. In the event a principal or assistant 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, as amended, shall apply.

Subd 2. Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 principal's seniority list.

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

Subd. 4. For purposes of placement on unrequested leave, only service in the unity as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior based upon their consecutive years of employment within the District.

#### Section 5. Reinstatement:

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

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

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principals 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. 4. Notification of available positions shall be by certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of notification, the principal shall be removed from the recall list.

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

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

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

## **ARTICLE X RATES OF PAY AND OTHER BENEFITS**

Section 1. Base Compensation: The Marshall Principal's Association rates of pay for 2024-2025 and 2025-2026 school years are as follows:

Each administrator shall receive for 2024-2025 \$4,000 added to base compensation. For 2025-2026 each administrator shall receive a 5% increase added to the 2024-2025 base compensation.

Subd. 1. New Administrators: A newly employed administrator may receive a stipend of up to \$1,000 to assist in relocation.

Section 2. Conventions: All administrators shall be allowed, at District's expense, to attend one National Convention every third year of employment and attend State Conventions annually. The School Board strongly supports administrative professional improvements and continuing education and supports the administrators to attend conferences, which are deemed appropriate by the Superintendent and will be allowed based on Superintendent approval.

Section 3. Mileage Allowance: Administrators shall be reimbursed at the federal mileage for use of their personal automobile to conduct authorized and approved travel on behalf of

the District. Mileage reimbursements must be submitted at the close of business each month for reimbursement consideration.

Section 4 Career Compensation: Over the duration of this contract, an administrator may improve his/her compensation through the pursuit of professional alternatives. At sole discretion, the District may match any bona fide contract offer made to an administrator.

Section 5. Goal Attainment: Each school year, an administrator will be eligible to receive additional compensation based upon the attainment of Board approved learning level goals.

Subd. 1. Site Improvement Plan Goals Achievement: An administrator will be eligible to receive additional compensation for the establishment and attainment of site improvement plan goals. These goals will be established through the collaborative planning of administrators and learning level administrators and based upon established District goals. The site improvement plans and goals shall be established and submitted for Board review and approval by the regularly scheduled October board meeting of each school year. The successful attainment of site improvement goals will be determined by a site self-assessment submitted to the Board by the first board meeting in June annually. Compensation for goal attainment shall be in the amount up to 1.3% of the individual administrators' base salary per site and per on-site administrator for each school year, said amount determined by the Board and awarded in the form of a lump sum on or before the second pay period in June. Compensation will be given in a lump sum and not added to base salary. For the 2024-2026 contract, 50% of compensation earned by each principal will be added to their base salary for the subsequent school year. In the event that site improvement plan goals are not met, an amount equal to the difference between the award given by the Board and 1.3% for each school year will be set aside into the building staff development fund to be used in assisting administrators in obtaining their site improvement plan goals in the subsequent year.

Subd. 2 Educational Excellence and Accountability: The District and the Association recognize the importance of accountability, improving student achievement, and the commitment to continuous improvement. Therefore, specific initiatives have been put into place that establishes goals of achievement at all levels of the organization.

Section 6. Committee Work Compensation: As part of the regular duty service, administrators shall be expected to serve on various site and district level committees. Such participation is deemed part of the professional expectations of administrators and said participation in committees occurs without any compensation.

Section 7. Professional Dues: The School District will pay for membership in the professional association for each administrator at all levels as well as encourage continual professional development that is aligned with the District’s commitment to continuous improvement. The District will also pay the annual BOSA fee for each administrator.

Section 8. Technology equipment.

The School District shall provide each administrator a technology allowance of \$100/month.

Section 9. Mentorship: A mentor administrator shall be assigned to administrators new to the School District or an administrator in a new position for 1 school year, this assignment will be determined by the Superintendent or the Superintendent's designee. The mentor administrator shall receive compensation at a rate of \$500 per school year paid as a stipend, not added to base salary.

Section 10 - District Commitment: In recognizing the importance of retaining highly qualified administrators, an administrator remaining with the School District in an administrative position will be entitled for the lump sum payments in the schedule provided in the table below. Compensation will be awarded by October 1<sup>st</sup>. For the duration of this contract, prior years of administrative service within the District will be recognized.

Lump Sum in the beginning of 6 <sup>th</sup> Year of Service	\$1,200
Lump Sum in the beginning of 11 <sup>th</sup> Year of Service	\$1,200
Lump Sum in the beginning of 16 <sup>th</sup> Year of Service	\$1,300
Lump Sum in the beginning of 21 <sup>st</sup> Year of Service and each successive 5-year period	\$1,400

**ARTICLE XI  
SEVERANCE AND TAX SHELTERS**

Section 1. Severance: Administrators with a minimum of 5 years’ experience as an administrator in the District, who are at least fifty-five (55) years of age, who have accumulated unused sick leave will be granted up to 120 days of said leave to be transferred to a Health Reimbursement Arrangement (HRA). The value of these days will be calculated off the current daily contract rate.



Any administrator hired in 2022 or prior would qualify under section 1 if they are at least 55 years of age.

Subd 1. Severance Payment Schedule: All retiring administrators, who are eligible for severance pay under this Article, shall have all such funds deposited in their health care savings plan accounts in accordance with plan documents as adopted by the School District. Payment of claims for health care expenses shall be subject to federal and state law and the plan documents as provided in the Trust Agreement and Health Care Savings Plan documents. Severance payments provided above shall not be made directly to any employee but rather shall be deposited by the School District into the employee's health care savings account. The Administrator may choose to select either single or family coverage.

Subd 2. Continuing Benefit Participation: An Administrator retiring early and who has expended severance as determined in Subdivision 3 of this section may at their own expense continue to receive any health benefits upon approval of the carrier and until Medicare conversion is available to the administrator.

Section 2. 403(b) Matching Contribution Plan: Administrators shall be eligible to participate in a 403(b) matching contribution plan pursuant to M.S. 356.24.

Subd. 1. Eligibility: At the beginning of an administrator's second year of service the District shall contribute annually an amount equal to the amount contributed by the Administrator, up to \$2,750 annually.

Subd. 2. Maximum Contribution: The maximum career contribution by the District will not exceed \$45,500.

Subd. 3. Intent to Participate: In order to participate, an administrator must submit a salary reduction agreement to the District personnel/payroll office prior to October 1 of each contract year.

## **ARTICLE XII GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation in writing by an Administrator that the administrator has been injured as a result of a dispute or disagreement between the Administrator and the School District as to the interpretation or application of specific terms and conditions of employment as contained in this agreement.

Section 2. Representative: The administrator or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf. Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association.

Section 3. Time Limit: All time limits in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State law. During vacation periods, the time limits of various steps in the grievance procedures shall be enforced unless altered by mutual agreement. Reasonable effort must be made to insure that all parties receive necessary notices during vacation periods. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

Section 4. Time Limitation and Waiver and Denial: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within twenty 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. Failure by the School Board or its representative to issue a decision within the time periods provided shall constitute a denial of the grievance and the administrator may appeal it to the next level.

Section 5. Procedure: The parties acknowledge that it is usually most desirable for an employee and supervisor to resolve problems through free and informal communications. Should informal processes fail to satisfy the supervisor and the administrator, then a grievance may be processed as follows:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved shall give a written decision on the grievance to the parties involved within fifteen (15) 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 ten (10) 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 twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School District shall issue its decision in writing to the parties involved. At the option of the School District, a committee or representative(s) of the School District 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 or Level II of this procedure provided the School District or its representative notify the parties of its intention to review within fifteen (15) days after the decision has been rendered. In the event the School District reviews a grievance under this section, the School District reserves the right to reverse or modify such decision. If the School Board denies a grievance pursuant to this action, the grievant shall, if dissatisfied with the decision, move directly to arbitration pursuant to Section 7.

Section 7. Arbitration Procedures: In the event that the administrator and the School Board are unable to resolve any grievance, the grievance shall 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 (10) 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 may, within fifteen (15) 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 of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to P.E.L.R.A, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within fifteen (15) days after the receipt of said request. Within fifteen (15) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator

from the Commissioner within the time period as 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 ten (10) days after notice of appointment, or at the time of the hearing, forward to the arbitrator, with a copy to the School Board, 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 Section 5, Article XIII of the grievance procedure

b. The School Board may make a similar submission of information relating to the grievance whether 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 de novo.

Subd. 6. Decisions: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971.

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 expenses of the arbitrator, and any other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. The cost of the transcript or recording shall be borne by the party requesting the same.

Subd. 8. Jurisdiction: The arbitrator shall have no power to alter the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement as judged to be proper.

Subd.9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

### **ARTICLE XIII PROFESSIONAL DEVELOPMENT**

Section 1. Professional Development: The District and the Association recognize the importance of professional growth aligned with District initiatives toward the improvement of student achievement. To that end, administrators are encouraged to pursue advanced training that is directly related to their assignments and/or advances individual knowledge and understanding of best practices.

Subd. 1. Continuing Education: An administrator will receive an amount of \$500 added to base compensation as described in this Article for completion of every three (3) graduate semester credits. To be eligible for reimbursement, the Superintendent of Schools must approve the credits. Additional compensation under this provision is continual in increments of three (3) graduate semester credits. Application of these credits would be for those credits that are earned from the date of this contract forward.

Subd. 2. Continuing Education: For the purposes of computing Subd. 1, no administrator shall be eligible to receive additional compensation for more than eighteen (18) credits during the term of this contract. Credits shall not be accepted if over seven (7) years has passed since completion of said continuing education course work.

### **ARTICLE XIV PROGRESSIVE DISCIPLINE**

Section 1. Progressive Discipline: The School District recognizes the concept of progressive discipline consisting of: 1) oral reprimand, 2) written reprimand, 3) suspension with pay, and 4) discharge. However, the School District reserves the right to impose discipline at any level

as determined by the School District based upon the circumstances surrounding the action. A conference between the administrator and his/her supervisor shall be held prior to the imposition of a written reprimand, suspension without pay, or discharge.

Section 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. An administrator may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of Minn. Stat. § 122A.40, Subd. 19. An administrator shall be suspended without pay only for just cause and such action shall be subject to the grievance procedure. An administrator who is the subject of a discharge shall be governed by Minn. Stat. § 122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension without pay shall be imposed only by the Superintendent or designee. If a suspension without pay is to be considered pursuant to Section 2. hereof, the administrator shall be afforded an opportunity to meet with the Superintendent or his/her designee. The administrator may elect to have representation in attendance at any such meeting.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or his/her designee to the administrator stating the grounds for suspension without pay. The administrator shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within ten (10) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and length thereof were appropriate considering all circumstances surrounding the action.

Section 5. Removal from Duty – Investigation: Nothing in this article shall apply to an administrator who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension, and which shall not be subject to the grievance procedure.

## **ARTICLE XV**

### **DURATION OF AGREEMENT**

Section 1. Term: This agreement shall remain in full force and effect for a period commencing on July 1st, 2020, through June 30th, 2026, and thereafter until modifications are made pursuant to P.E.L.R.A.

Section 2: Intent to Settle: Both parties shall make every attempt to settle the July 1st, 2024 through June 30th, 2026 agreement by September 30th, 2024.

Section 3: Reopening Negotiations: If either party desires to modify or amend this agreement commencing on July 1st, 2024, it shall give written notice of such intent no later than May 1st, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this agreement.

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

Section 5: Past Practice: This agreement includes the complete understanding between the parties and specifically all the commitments of the School District to the Association. Whatever past practices of the School District may have been with respect to compensation, hours worked and conditions of employment, these practices are hereby acknowledged by the Association to have terminated and are no longer binding on the School District upon execution of this agreement.

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

For: MARSHALL PRINCIPALS' ASSOCIATION    For: SCHOOL BOARD OF ISD NO. #413

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Clerk

Dated this \_\_\_ day of \_\_\_\_\_, 2024

Dated this \_\_\_ day of \_\_\_\_\_, 2024