

PRINCIPALS' MASTER AGREEMENT

RED LAKE

2017-2019

**INDEPENDENT SCHOOL DISTRICT NO. 38
RED LAKE INDIAN RESERVATION
RED LAKE, MN. 56671**

**CONTRACTUAL AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 38
AND
RED LAKE PUBLIC SCHOOLS PRINCIPALS' ASSOCIATION
2017-2019**

ARTICLE I - PURPOSE

SECTION 1. *PARTIES*: This Agreement is entered into between Independent School District No. 38, Red Lake, MN, hereinafter referred to as the District and the Red Lake Public Schools Principals' Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for principals during the duration of this Agreement.

ARTICLE II - RECOGNITION

SECTION 1. *RECOGNITION*: In accordance with the PELRA, the school district recognizes the Red Lake Public School Principals' Association as the exclusive representative of principals employed by the district, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

SECTION 2. *APPROPRIATE UNIT*: The exclusive representative shall represent all the principals of the district as defined in this Agreement and in said Act.

ARTICLE III - DEFINITIONS

SECTION 1. *TERMS AND CONDITIONS OF EMPLOYMENT*: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of or contributions to premiums for group insurance coverage for retired employees or severance pay, 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. The terms in both cases are subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

SECTION 2. *PRINCIPAL*: The term "principal" shall include all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the State of Minnesota as a principal, assistant principal, or vocational program director and who devote more than 50% of their time to such administrative and supervisory duties, excluding the following: superintendent, assistant superintendent, special education director, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employees' bargaining unit, employees who

hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, emergency employees and all other employees.

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. *PRINCIPAL OR EMPLOYEE*: Reference to principal in this Agreement shall mean licensed principals and assistant principals except in those cases where there is a clear distinction between the two positions. Reference to employee in this Agreement shall mean a principal. The term principal shall also include any other person certified by the Bureau of Mediation Services as a member of the bargaining units.

SECTION 5. *OTHER TERMS*: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV - SCHOOL DISTRICT 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 district within its legal limitations and with its primary obligation to provide educational opportunity for students of the district.

SECTION 3. *EFFECT OF LAWS, RULES AND REGULATIONS*: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the school board and shall be governed by the laws, rules and regulations of the State of Minnesota, Federal laws, rules and regulations and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws, rules, regulations and directives of the State of Minnesota, Federal laws, rules, regulations and directives and regulations of the State Department of Education, and valid rules, regulations and orders of State and Federal government agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect and will not be subject to the grievance procedure in this agreement.

SECTION 4. *RESERVATION OF MANAGERIAL RIGHTS:* The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

ARTICLE V - PRINCIPAL'S RIGHTS

SECTION 1. *RIGHT TO VIEWS:* Pursuant to M.S. 179.65, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one, nor shall it be construed to require any employee to perform labor or services against his will.

SECTION 2. *RIGHT TO JOIN:* Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

SECTION 3. *PERSONNEL FILES:* Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated relating to each principal shall be available during regular school business hours to each individual employee upon his written request. The principal shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the school district may destroy such files as provided by law.

ARTICLE VI - LEAVES OF ABSENCE

SECTION 1. *SICK LEAVE:*

Subd. 1. A principal shall earn sick leave at the rate of 16 days for each year of service in the employ of the school district. The 16 days of sick leave are deemed earned commencing on the first day of service of the contract year. Provided, should a principal's employment in the district be severed for any reason prior to the end of the duty year, leave under this section shall be subject to recoupment by the district proportional to the extent of service that year by means of paycheck deduction or otherwise. Further, when a principal starts employment after

commencement of the contract year, sick leave shall be pro-rated.

Clause 1. A newly hired principal whose immediate prior employment was as an Education Minnesota – Red Lake teacher will be allowed to convert the sick leave days accumulated as an Education Minnesota – Red Lake teacher to principal sick leave. The District shall convert sick leave days accumulated as a teacher by multiplying the accumulated sick leave balance by the daily rate of pay as an Education Minnesota – Red Lake teacher. These days shall then be converted to principal sick leave days by dividing the total value of the accumulated sick leave earned as a teacher by the principal's daily rate of pay.

Subd. 2. At the end of each fiscal year all unused sick leave earned and unused shall be placed in the principal's sick leave bank to accumulate to an unlimited amount.

Subd. 3. Sick leave with pay shall be allowed whenever a principal's is absent due to personal illness, injury, medical and dental appointments of the principal; child birth, if a certificate from the teacher's physician is provided to the District stating the time needed before and after delivery. An employee may use personal sick leave benefits provided by the employer for absences due to an illness, injury, medical and dental appointments of the employee's child (under age 18), adult child, parent, spouse, sibling, grandparent, step-parent, mother-in-law, father-in-law or grandchild for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. Sick leave may be taken in increments of 15 minutes.

Subd. 4. If the school board feels that a principal may have been misusing his or her sick leave it may require a meeting with the principal. If the misuse of sick leave is substantiated at this meeting the school board may require a doctor's certification of illness or disability for future sick leave requests.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Subd. 6. Sick leave request slips shall be submitted to the superintendent after the absence of the principal.

Subd. 7. Sick leave shall cover absences due to pregnancy and childbirth.

Subd. 8. Wellness Incentive

Employees who limit their use of sick leave during the fiscal year shall receive the following stipend, which will be paid in the last pay period in June of each year:

Number of Sick Leave Days Used

During the Fiscal Year	Stipend Amount
0-1 days used	\$400.00
2 days used	\$300.00
3 days used	\$200.00
More than 3 days used	\$0.00

SECTION 2. *WORKER'S COMPENSATION:* Pursuant to PELRA, a principal injured on the job in the service of the district and collecting worker's compensation insurance, may draw sick leave and receive salary from the school district, his salary to be reduced by an amount equal to the insurance payments and that only that fraction of the days not covered by insurance will be deducted from his accrued sick leave. It is understood and agreed between the parties hereto that this provision shall not apply after a principal has exhausted accumulated sick leave.

SECTION 3. *BEREAVEMENT:* Up to five (5) days non-accumulating bereavement leave shall be allowed each fiscal year. Any additional days granted by the superintendent, shall be deducted from the principal's accumulated sick leave. This leave may be used to attend funerals of family and those persons of significant relationship.

SECTION 4. *PERSONAL LEAVE:*

Subd. 1. A full time principal may be granted a leave at the discretion of the school district of no more than three (3) days per year, for situations that arise requiring the principal's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. Emergency or personal leave may accumulate to a maximum of five (5) days.

Subd. 2. Requests for personal leave must be made in writing to the superintendent at least three (3) days in advance, whenever possible, except in the event of emergencies. The request shall state the reason for the proposed leave. The school district reserves the right to refuse to grant such leave if under the circumstances involved such, leave should not be granted.

Subd. 3. Except in emergencies, leave under this section shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the academic school year.

Subd. 4. Personal leave may be taken in increments of 15 minutes.

SECTION 5. *JURY SERVICE:* A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the school district.

SECTION 6. *MILITARY LEAVE:* Military leave shall be granted pursuant to applicable law.

SECTION 7. *MEDICAL LEAVE:*

Subd. 1. A continuing contract principal who is unable to teach because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, up to one year, without pay or fringe benefits except insurance benefits as set forth in Article VI, Section 9. The school district may, in its discretion renew such a leave.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his normal duties.

SECTION 8. *CHILD CARE LEAVE:*

Subd. 1. Upon submission of a written application received by the Board at least 30 days prior to the leave date, the Board shall grant a leave of absence of up to one school year without pay or benefits, to a principal for the purposes of providing full-time care for an infant child of the principal, whether said child be the natural or adopted child of the principal.

Subd. 2. When the period of leave granted under this section has been determined, the principal may not return to work until the leave has expired.

Subd. 3. A person taking leave under this section shall retain the seniority or experience credit for pay, which accrued at the time he or she went on leave. No credit shall accrue for the period of time that a principal was on unpaid leave. Failure to return at the end of the leave shall constitute grounds for dismissal.

SECTION 9. *INSURANCE APPLICATION:* A principal on unpaid leave or on disability is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the premiums for such insurance.

SECTION 10. *EXPERIENCE CREDIT:* A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits, which he had accrued at the time he went on leave. No credit shall accrue for the period of time that a principal was on unpaid leave.

SECTION 11. *ELIGIBILITY:* Leave benefits provided in this Article shall apply only to full-time principals.

SECTION 12. *SEVERANCE PAY:*

Subd. 1. Upon termination of service principals shall receive as severance pay accumulated unused sick leave provided in no event shall severance pay allowed under this section exceed the equivalent of one year's pay.

Subd. 2. In computing severance pay, a principal's daily rate of pay shall be the principal's basic rate of pay for him or her under the salary schedule attached hereto as Attachment A, and shall not include any additional compensation for extended employment or other extra compensation to which the principal may otherwise be entitled.

Subd. 3. Severance pay shall be paid by the district in one lump sum or equal annual installments over a period of time, at the discretion of the District, not to exceed five years from the effective date of severance and shall not be granted to any principal who is discharged by the District.

Subd. 4. The District will pay at the option of the principal, 100% of the premium for a single medical insurance plan or 50% of the premium for a family medical insurance plan for each principal that is granted early retirement upon submission of a written resignation accepted by the Board. The principal must have completed at least fifteen (15) years of service within Independent School District No. 38 and be a minimum of 50 years old. Said plan will be paid each year until the principal reaches age sixty-five (65) or when the principal becomes eligible for Medicare benefits. Only those principals who commenced employment in the District prior to March 1, 1989, are eligible for benefits under this section.

Subd 5. 403b Matching Contribution: The District shall contribute matching funds of not more than \$3,600.00 per contract year to each principal's tax sheltered annuity plan. This subdivision shall not be applicable to those principals who qualify for medical insurance coverage as described at subdivision 4.

Subd. 6. Approved 403b vendors; The parties agree that the following vendors will be allowed to provide 403b plans/services for Principals': Oppenheimer Funds, VALIC, New York Life Insurance Company, Edward Jones 403b ASP, Great West Life and Annuity, Great American (GALIC), Franklin Templeton Investors Services, ESI Education Minnesota, Ameriprise Financial Services, Inc., Thrivent Financial. The parties agree that at no time shall the number of vendors be less than five (5) nor exceed twelve (12). To add a new vendor, there must be at least five (5) teachers who wish to use the vendor. Once a vendor is established, if the number of active participants is three or less, no new participants will be added.

ARTICLE VII - SABBATICAL LEAVE

SECTION 1. SABBATICAL LEAVE: A principal is eligible for sabbatical leave upon completion of each seven (7) years of employment in the district. The proposed program of study or travel must be

approved in advance by the superintendent and the board.

SECTION 2. *AREA OF MAJOR CONCENTRATION:* Sabbatical leave for study shall be limited to principals centering their study in their area of major concentration and should not be used for retraining in a new area unless at the request of the administration.

SECTION 3. *ALLOWANCE:* The allowance granted to principals on sabbatical leave shall be based on one-half the contract salary for the school term during which the leave takes place. For a period of less than one year the allowance shall be pro-rated. Principals on sabbatical shall retain insurance benefits provided by the district, if permitted under the insurance policy provisions.

SECTION 4. *RETURN TO WORK:* The principal who is granted a sabbatical leave must pledge to work in the Red Lake Public Schools for two (2) full years following the termination of the leave. If the principal's service is discontinued for any reason other than the principal's incapacity to work before the expiration of the two (2) years, the board may require that the principal reimburse the district for a pro-rata share of the sabbatical leave allowance. Upon expiration of the sabbatical leave the principal shall be eligible to return to the position occupied prior to the leave.

ARTICLE VIII - COMPENSATION AND FRINGE BENEFITS

SECTION 1. *PAY:* Principals shall be compensated in accordance with the compensation schedule annexed hereto and marked as Attachment A, which Attachment A is incorporated in this Agreement and made a part hereof.

Supplemental pay schedule, marked as attachment B, shall apply to those unit members serving in the capacities detailed on attachment B.

SECTION 2. Group Health Insurance

Subd. 1. Establishment of VEBA: Effective July 1, 2006, Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members (and eligible retirees) who exercise their option to enroll in the high deductible health insurance program offered in Article VIII, Section 2, Subd. 5. Employer and employees (and eligible retirees) assent to and ratify the appointment of the trusts and plan administrator for the VEBA Plan and Trust identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If the Employer maintains a cafeteria plan with a health flexible spending account (an "FSA"), the Employer will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Article VIII, Section 2, Subd. 5.

Subd. 2. Benefits provided through the VEBA. Employer shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees and eligible retirees.

Subd. 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the Employer. Administrative fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid: from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the account. Administrative fees allocable to the individual accounts of retirees shall be paid by the Employer. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Subd. 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees and Eligible Retirees:

Clause 1. Contributions to the Active Employees' and Eligible Retiree's Plan: Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members (and eligible retirees) in accordance with the following schedule:

- 80% of the deductible for each qualified employee (and retiree) who elects single coverage under the group health plan described in Subdivision 5.
- 80% of the deductible for each qualified employee (and retiree) who elects family coverage under the group health plan described in Subdivision 5.

Clause 2. The contribution will be made on a semi-annual basis over the VEBA Plan year.

Clause 3. If a qualified bargaining unit member (or retiree) enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution.

Clause 4. All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Article VIII, Section 2, Subd. 5

Subd. 5. High Deductible Health Plan: Employer shall make available the following high deductible health plans to all qualified bargaining unit members (and eligible retirees) who elect to participate in said plan.

- Plan CDHP 830 - VEBA health reimbursement arrangement or,
- Plan CDHP 870 - VEBA health reimbursement arrangement and health saving account. Unit members selecting this plan, may at their expense make contributions to a health savings account as per current IRS regulations. The employer will make a contribution to the VEBA health reimbursement arrangement as per Article VIII, Section 2, Subd. 4, Clause 1.

With respect to qualifying bargaining unit members (and eligible retirees), Employer shall contribute 100% towards the monthly premium cost for single group health coverage, and 100% towards the monthly premium cost for family group health coverage.

SECTION 3. Life Insurance: The district shall pay the premium for a \$50,000 term group life insurance policy for each principal.

SECTION 4. Disability Insurance: So long as the principal otherwise qualifies, the district shall pay the premium for disability insurance for each principal. The policy shall provide a benefit of 60% of salary.

SECTION 5. Dental Insurance: The district shall pay the full premium for a group dental insurance policy for each principal.

SECTION 6. Selection: The selection of the insurance carriers and policies shall be made by the district as provided by law.

SECTION 7. Duration: A principal is eligible for school district contribution as provided in this Article as long as the principal is employed by the district and not otherwise made ineligible by other provisions of this contract. Upon termination of employment all district contribution shall cease except as provided under the early retirement provisions of this Agreement.

SECTION 8. Eligibility: Insurance benefits provided in this Article are designed for full time personnel and shall not apply to part time personnel.

SECTION 9. PROFESSIONAL DUES: The board shall pay in full the professional dues (both state and national) of Association members.

--Elementary Principals & Assistant Principals: National Association of School Principals and Minnesota School Principal's Association.

--Middle School Principals & Assistant Principals: National Association of School Principals and Minnesota School Principal's Association.

--High School Principals & Assistant Principals: National Association of School Principals and Minnesota School Principal's Association.

SECTION 10. *ADMINISTRATIVE TRAVEL:* All Principals, except the Ponemah Principal shall be granted a \$4,000.00 per annum travel allowance payable in equal, semi-annual payments by September 1 and May 1 of each contract year. The Ponemah Principal shall be granted a \$5,000.00 per annum travel allowance payable in equal semi-annual payments by September 1 and May 1 of each contract year. Said travel allowance shall be in lieu of in and out of District mileage reimbursement. No additional mileage will be paid for travel.

SECTION 11. *COLLEGE CREDITS.* Principals will be reimbursed for up to four college credits per calendar year in the amount of \$300.00 per semester hour. Reimbursement will be made by voucher after a copy of the paid invoice and transcript, with the applicable credits listed, are provided to the Superintendent. Credits must be taken at an accredited college or university and must be graduate credits. The credits shall carry a grade of "B" or better. If the credits are only offered pass/no pass then a pass grade shall be required. College credits shall be germane to education and shall be approved in advance by the superintendent.

ARTICLE IX - DUTY YEAR

SECTION 1. *DUTY DAYS:*

Subd. 1. The school district shall establish the calendar and principals' duty days for each school year, and the principals shall perform services on such days as determined by the school district, including those legal holidays on which the district is authorized to conduct school and pursuant to such authority has determined to conduct school. Any deviation from or addition to a principal's duty days must be approved in advance by the School Board. In emergencies, deviations or additions may be approved by the Superintendent. Such approval must be in writing and reported to the Board.

Subd. 2. The duty year for principals shall be 209 days. The principal shall work the same days as Education Minnesota – Red Lake Teachers with the remaining days scheduled as agreed upon in writing between the Superintendent and principal.

Subd. 3. If the District requires the Principal to work additional duty days beyond the established duty year in Article IX, Subd. 2, the Principal will be compensated at their daily rate of pay for each day worked. These days must be preapproved by the Superintendent. Approval for additional days shall be in writing and a copy of the approval attached to the principals payroll claim form.

SECTION 2. *SCHEDULING OF DUTY DAYS:* The duty day schedule for principals shall be subject to approval of the district. The principals' ~~normal~~ workday shall be eight hours, inclusive of lunch. The District shall provide the principal with a school lunch without charge when the principal supervises students during their lunch.

SECTION 3. *SCHOOL CLOSINGS*: In the event a duty day is lost for any reason, the principal shall perform duties on such other day in lieu thereof as the board or its designated representative shall determine.

SECTION 4. *SCHOOL LATE STARTS*: If school starts late for students due to a weather related emergency, principals are expected to report to work as soon as they are safety able.

ARTICLE X – DRUG AND ALCOHOL TESTING

SECTION 1. *PURPOSE*: The School District and Red Lake Public Schools Principals’ Association recognize the importance of a work and educational environment free of drug and alcohol use. In particular, the parties recognize the importance of a safe, healthy and productive work and learning environment, as well as unit members’ influence as role models for students.

SECTION 2. *APPLICABLE LAW AND POLICY*: The drug and alcohol testing provisions of this Article are intended to comply with the Minnesota Drug and Alcohol Testing in the Workplace Act (“DATWA”), Minnesota Statutes §§181.950-181.957 and the School District’s previously adopted Drug and Alcohol Testing Policy No. 416. The definitions and provisions in DATWA and Policy No. 416 are applicable to testing conducted under this Article.

SECTION 3. *REASONABLE SUSPICION TESTING*: Members in the bargaining unit are subject to reasonable suspicion testing pursuant to the School District’s Drug and Alcohol Testing Policy No. 416.

“Reasonable suspicion” is an articulable basis for forming a belief based on specific facts and rational inferences drawn from those facts, that the employee:

- (1) is under the influence of drugs or alcohol;
- (2) has violated written work rules regarding the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on School District premises or operating a School District vehicle, machinery or equipment;
- (3) has sustained a personal injury at work, or has caused another employee to sustain a personal injury; or
- (4) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident.

SECTION 4. RANDOM TESTING:

A. Members in the bargaining unit are deemed to be in safety-sensitive positions and thus subject to drug and alcohol testing on a random basis.

B. The School District shall have the right to require up to fifty percent (50%) of all bargaining unit employees submit to random drug and/or alcohol testing each school year. The School District shall use a scientifically valid method to select employees for testing, such as use of a random-number table, or a computer-based random number generator match to a specific employee number.

SECTION 5. *RANDOM SELECTION:* There will be an equal probability that any employee in the bargaining unit subject to the selection mechanism will be selected; and the School District will not have any discretion to waive the selection of any employee or add to employees selected under the mechanism.

SECTION 6. *TREATMENT PROGRAM TESTING:* The School District may require an employee to undergo drug and alcohol testing if the employee has been referred by the School District for chemical dependency treatment or evaluation, or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be required to undergo drug and alcohol testing without prior notice during the evaluation treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

SECTION 7. *TESTING REQUIREMENTS:* The substantive and procedural requirements for testing and confirmatory testing as set forth in the School District's Drug and Alcohol Testing Policy No. 416, shall apply to employees tested under this Article.

SECTION 8. *CONSEQUENCES FOR REFUSING:* An employee who refuses to undergo drug and alcohol testing based on reasonable suspicion, random testing or treatment program testing may be subject to disciplinary action, up to and including immediate discharge, except as limited in Section 9.

SECTION 9. *FIRST POSITIVE TEST:* The School District may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee, unless the following conditions have been met:

(a) The School District has given the employee an opportunity to participate in, at the employee's own expense, or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the School District after consultation with a certified chemical abuse counselor, or a physician trained in the diagnosis and treatment of chemical dependency; and

(b) The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

SECTION 10. *PRIVACY, CONFIDENTIALITY AND PRIVILEGE:* The privacy, confidentiality and privilege safeguards set forth in the School District's Drug and Alcohol Testing Policy No. 416 apply to testing pursuant to this Article.

2

SECTION 11. *NOTICE AND POSTING:* A copy of this Article and the School District's Drug and Alcohol Testing Policy No. 416 shall be distributed to all affected employees on an annual basis and to all applicants upon hire. Employees will be expected to acknowledge receipt of notice in a form adopted by the School District. The School District shall also post notice in an appropriate and conspicuous location on School District premises that it has adopted a Drug and Alcohol Testing Policy and that copies of the policy are available for inspection during regular business hours in the District's personnel office or other suitable locations.

SECTION 12. *GRIEVANCE PROCEDURE:* Actions taken pursuant to this Article shall be subject to the grievance procedure in Article XI.

ARTICLE XI - 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 district as to the interpretation or application of terms and conditions contained in this Agreement.

SECTION 2. *REPRESENTATIVE:* The principal or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his 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 weekdays 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, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

Subd. 4. Filing and Postmark. The filing or service of any notice 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 provision 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 thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the school district's designee.

SECTION 5. *ADJUSTMENT OF GRIEVANCE:* The school district and the principal shall attempt to adjust all grievances, which may arise during the course of employment of any principal within the district in the following manner:

Subd. 1. Level I. 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 II. In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the board, provided such 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 board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the board shall issue its decision in writing to the parties involved. At the option of the 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 board. The 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 board or its representative notifies the parties of its intentions to review within ten days after the decision has been rendered. In the event the board reviews a grievance under this section, the board reserves the right to reserve or modify such decision.

SECTION 7. *DENIAL OF GRIEVANCE:* Failure of the 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 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 11 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty days after 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 Section 5, Article X of the grievance procedure.
- b. The school district may make a similar submission 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 de novo.

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including

findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses. Each party shall bear its own expenses in connection with any 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, the cost of the transcription 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 and conditions of employment as defined herein and contained in this agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public school districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

SECTION 9. *ELECTION OF REMEDIES AND WAIVER:* A party instituting any action, proceeding or complaint in a federal or state court of law, or before 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 his/her 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 XII - PUBLIC OBLIGATION

SECTION 1: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the district to the continuous and uninterrupted operation of the schools is of paramount importance.

SECTION 2: The exclusive representative agrees, therefore, that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike or unfair practices as defined by the PELRA. The parties agree that procedures affecting this Article are provided for by PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XIII - DURATION

SECTION 1. *TERMS AND REOPENING NEGOTIATIONS.* This Agreement shall remain in full force and effect for a period commencing July 1, 2017 through June 30, 2019 and thereafter until modifications are made pursuant to the PELRA. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2017, it shall give written notice of such intent no later than May 1, 2019, including complete language and detail of proposed changes. If such notice is not timely served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

SECTION 3. *FINALITY:* Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

ARTICLE XIV - SEVERABILITY

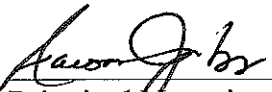
The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions or the application of any provision.

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

For Red Lake Public Schools Principals' Association:




Chief Principal Negotiator



Principal Negotiator

Dated this 10 day of August 2017


For Independent School District No. 38:



Chairperson



Clerk



Chief Board Negotiator

Dated this 26 day of June 2017

Ratified by motion of Board of Education #38, 6-26-17

Attachment A

Administrators who have completed 2 or more years of satisfactory service as an administrator in ISD #38 will be compensated at the base salaries of:

2017-18 \$105,865

2018-19 \$107,365

Administrators who have completed less than 2 years of satisfactory service as an administrator in ISD #38 will be compensated at the base salaries of:

2017-18 \$101,405

2018-19 \$102,905

Longevity Schedule

<u>Years as an Administrator in District</u>	<u>Longevity Payment</u>
0-3	\$0.00
4-6	\$500.00
7-9	\$1,000.00
10+	\$2,000.00

The longevity payment will be added to the employee's regular salary and paid over 24 pay periods. Longevity is calculated at the beginning of the year (Ex. \$500 at the beginning of the employee's 4th year as an administrator in the District.)

Attachment B

SUPPLEMENTAL PROGRAM SCHEDULE 2017-2019

Compensation for programs listed below shall be paid in addition to the regular administration contract and according to the schedule as listed.

Secondary School Extra-Curricular Site Supervisor

Targeted Services Director

Years of Experience	Secondary School Extra-Curricular Site Supervisor	Targeted Services Red Lake Elementary/ECC	Targeted Services Red Lake Middle School	Targeted Services Ponemah Elementary
0	\$4,100	\$2,050	\$1,025	\$1,025
1	\$4,300	\$2,150	\$1,075	\$1,075
2	\$4,500	\$2,250	\$1,125	\$1,125
3	\$4,700	\$2,350	\$1,175	\$1,175
4	\$4,900	\$2,450	\$1,225	\$1,225
5	\$5,100	\$2,550	\$1,275	\$1,275
6	\$5,300	\$2,650	\$1,325	\$1,325
7	\$5,500	\$2,750	\$1,375	\$1,375
8	\$5,700	\$2,850	\$1,425	\$1,425
9	\$5,900	\$2,950	\$1,475	\$1,475
10	\$6,100	\$3,050	\$1,525	\$1,525
11	\$6,300	\$3,150	\$1,575	\$1,575
12	\$6,500	\$3,250	\$1,625	\$1,625
13	\$6,700	\$3,350	\$1,675	\$1,675
14	\$6,900	\$3,450	\$1,725	\$1,725

- Years of experience administering identified programs in ISD #38. The District reserves the right to grant up to 3 years experience based on actual service in another school district.
- Targeted Services Director position compensation will be split 50% for school year administration and 50% for summer school administration.
 1. Targeted Services compensation for school year administration is for service provided outside the regular contract day during the regular school year (weekends, school breaks and before/after school).
 2. Compensation for summer school administration service shall consist of not more than twelve (12), non-contract, half-days of service during the summer school program.

