

MASTER AGREEMENT

for

MOORHEAD PRINCIPALS' ASSOCIATION

and

BOARD OF EDUCATION

Independent School District 152

Moorhead, MN



MOORHEAD
AREA PUBLIC SCHOOLS

PRINCIPALS' ASSOCIATION NEGOTIATORS

Dave Lawrence

Josh St. Louis

SCHOOL BOARD NEGOTIATORS

Kristin Dehmer, Executive Director of Human Resources and Operations

Denice Sinner, Director of Business Services

Sue Winter, Director of Human Resources

July 1, 2022 – June 30, 2024

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**ARTICLE I
DEFINITION OF TERMS**

- Section 1. Principal –
The term "principal" shall mean 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, and who devotes more than 50% of their time to administrative and supervisory duties, excluding the following: superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (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 sixty-seven (67) working days in any calendar year, emergency employees, and all other employees.
- Section 2. Moorhead School District –
This shall include all the public schools in Independent School District 152.
- Section 3. Aggrieved –
Means either the Association or an employee for purposes of this Agreement (i.e., it is permissible that the Association may enter a grievance under this procedure in the same fashion used by an employee).
- Section 4. Association –
The Moorhead Principals' Association
- Section 5. PELRA –
The Public Employee Labor Relations Act of 1971, as amended.

**ARTICLE II
PREAMBLE**

- Section 1. Statement –
THIS AGREEMENT is entered into for the period of July 1, 2022 to June 30, 2022 by and between Moorhead Principals' Association, hereinafter referred to as the "Association" and the School Board, Moorhead, Minnesota, hereinafter referred to as the "Board."

**ARTICLE III
RECOGNITION**

- Section 1. Statement –
The Board formally recognizes the Association as the exclusive bargaining representative for all employees who must be licensed as a principal or assistant principal.

**ARTICLE IV
SCOPE**

Section 1. Statement –
The Association shall be the authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment. It is agreed that the Board will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any organization or person except as required by law. This Agreement represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. With respect to matters not covered by this Agreement, which are a proper subject for negotiations, it shall be presumed that said matters are intentionally omitted from this Agreement.

Other matters are not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge of, or contemplation of the parties at the time this Agreement was reached.

**ARTICLE V
BOARD RIGHTS**

Section 1. Statement –
It is understood and agreed that the Board (and its designated representatives) on its behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement.

**ARTICLE VI
MAINTENANCE OF STANDARDS**

Section 1. Statement –
This Agreement shall not be interpreted or applied to grant or deprive Principals and Assistant Principals or the Board (and its designated representatives) of professional advantages heretofore enjoyed unless expressly stated herein.

**ARTICLE VII
CONDITIONS OF EMPLOYMENT**

Section 1. Staffing Existing Principal Positions –
The Board agrees that before establishing any rates of pay, wages, hours of employment, or other conditions of employment for any position, which would be assigned to this bargaining unit, it shall confer with the President (President Elect in

absence of the President) of the Association on such matters. The Superintendent will make a final recommendation for Board consideration.

Section 2. Creation of New Principal Positions –

The Board reserves to itself the prerogative of creating new principal positions and such prerogative shall include establishing the duties that such new positions shall carry. However, the Board agrees that before establishing any rates of pay, wages, hours of employment, or other conditions of employment for any new positions, which would be within the bargaining unit, it shall confer with the Association on such matters. The Superintendent will make a recommendation for Board consideration.

Section 3. Subd. 1. Change in Principal Duties –

The Board agrees that during the term of the Agreement it will not change the duties of any position within the bargaining unit without conferring with the Association.

Subd. 2. Work Assignment –

It is mutually agreed that the Superintendent will meet and confer with the Association for the purpose of determining extra compensation for work which is beyond that regularly expected under the assignment.

Subd. 3. Extensive Construction/Programming/Planning Stipend

In the event of extensive construction work and/or significant programming which would be considered beyond the normal scope of the position, and which requires a significant time commitment in addition to normal responsibilities, a stipend of \$2,000 per principal and \$1,000 per assistant principal will be provided. Extensive construction will be defined as new construction of at least \$7.5 million dollars in construction costs and a remodel of 50% or more of the current square footage of the building.

Administrators who are not assigned to a building or are assigned a significantly smaller student caseload in order to supervise a construction and/or remodeling project will not be eligible for additional compensation.

The will be a one-time stipend that will cover the period starting on the date the School Board awards the construction and/or remodeling project contract through the date the School District signs the Certificate of Substantial Completion as completion of the project. The Superintendent will have final approval or the provision of this stipend based on the scope of the project.

Section 4. Appointment To All Principal/Assistant Principal Positions

Subd. 1.

Vacancies for all principal/assistant principal positions will be publicized by posting such notices in each school and the central office.

Subd. 2.

No vacancy will be filled, except on a temporary basis, until such vacancy has been publicized for at least five (5) days.

Subd. 3.

Any qualified teacher, principal, assistant principal or administrator may apply in writing for vacancies, which are posted. The specific vacancies may not always be known at the time of posting, thus necessitating a posting of a general nature such as "elementary principal". All applications or indications of interest shall be in writing.

Subd. 4.

A screening committee for principals/assistant principals comprised of the Superintendent or their designee; two (2) principals, appointed by the Association; and representatives as selected by the Superintendent will screen all applicants for each vacancy.

An interviewing committee comprised of the Superintendent (or their designee), two (2) principals appointed by the Association, and representatives as selected by the Superintendent will interview all applicants as selected by the screening committee.

Subd. 5.

The Superintendent is responsible for making a recommendation to the School Board. The Board makes the final decision on the employing of personnel. Such decision shall not be grievable.

Section 5. Student Assignments –

Each building principal shall have a right to make a determination regarding each student's assignment within their building in accordance with state laws. Any such determination shall be made in conformance with Board of Education policies.

Section 6. Staff Assignments –

Each building principal shall have a right to make a determination regarding each staff member's assignment within their building. It is agreed that any complaint by a staff member regarding their assignment shall not proceed formally above the building level except through a recognized grievance procedure. Any such determination shall be made in conformance with Board of Education policies.

Section 7. Parent Complaints –

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in case of a complaint on the part of a citizen regarding a principal, or a program of an employee she/he supervises, that such citizen shall be directed to first discuss the matter fully, either by phone or in person, with the principal involved before an administrator, not within the unit, or member of the Board of Education passes judgment or takes action on the matter. It is understood and agreed that if an administrator's decision is appealed to a higher authority that such administrator shall be given an opportunity to provide the necessary background

information, either in person and/or by confidential memorandum, before any further action is taken on the matter. (Exception: District policy on sexual harassment.)

ARTICLE VIII WORK YEAR ASSIGNMENT

Section 1. Work Year –

All employees will have a standard work assignment of 260 days.

Section 2. Vacation –

Full-time Principals/Assistant Principals will be granted a total of twenty-five (25) vacation days per annum. Vacation may be accumulated for one year with the authorization of the Superintendent, and must be scheduled with approval of the Superintendent or their delegated assistant. Principals/Assistant Principals shall be paid for unused vacation days, if any, at the time of resignation or retirement. The payment shall be an amount based on their daily salary rate, and paid as a lump sum. Vacation and holidays will be provided on a pro-rata basis for those working less than twelve (12) months in a contract year. If a Principal/Assistant Principal dies before employment is ended such payment will be made to the primary beneficiary listed on the Principal/Assistant Principal's life insurance or secondary beneficiary if the Primary beneficiary does not survive, or if none to their estate.

Section 3. Holidays –

All current Principals shall have the following paid holidays:

New Year's Eve	Labor Day	President's Day (When teachers and students are not present)
New Year's Day	Thanksgiving Day	
Good Friday	Day after Thanksgiving	
Memorial Day	Christmas Eve	
Independence Day	Christmas Day	

Presidents Day will be an observed holiday as long as students and teachers are not required to be in the building. In the event that students and teachers are required to be in the building, the employee will be provided a floating holiday to use upon advanced approval of the employee's immediate supervisor.

The floating holidays must be utilized by June 30 in the school year the holiday was provided.

ARTICLE IX SALARIES

Section 1. The salaries of the principals covered by this Agreement are set forth in Appendices B and C and shall be considered a part of this Agreement.

- Section 2. A negotiated salary increase may be withheld for cause by the Superintendent after notifying the rights officer of the Association.
- Section 3. Newly hired principals will be placed on the salary schedule at the step mutually agreed to between the School District and the Principal.
- Section 4. In the event a principal is transferred to a higher paying position within the bargaining unit, they shall be placed on the salary schedule at the appropriate lane and at the lowest step representing an minimum of a 5% increase in pay plus (1) additional step on the schedule or the based on the principal's salary in the lower classification for the next contract year, or at such steps as is mutually agreed by the principal and the District.
- Section 5. In the event a principal is transferred to a lower paying position within the bargaining unit, they shall be placed on a salary step of the lower paying position at the appropriate lane and at the same position, or at such step as is mutually agreed by the principal and the District
- Section 6. Administrative changes to the band/grade of a position within this unit will follow school board policy.
- Section 7. Upon completion of a Doctoral Program, a one-time stipend of \$1500 will be paid on July 1 of the year the degree is awarded.
- Section 8. A \$1,500 longevity stipend will be paid to those individuals on Step 18 of the Principal's Master Agreement in the 2022-23 and 2023-22 school year. This stipend will be paid in equal installments at the time of the normally scheduled payroll for eligible employees.
- a. \$1500 paid in equal installments at the time of the normally scheduled payroll for eligible employees in each year of the contract.
 - b. \$1750 paid to the 403(b) or eligible HSA in each year of the contract.

The employee must notify human resources if they choose to have the longevity stipend paid into the 403(b) or eligible HSA by July 1 of each year of the contract. If notification is not received by the deadline, the employee will receive the salary option. This stipend sunsets on June 30, 2024.

**ARTICLE X
INSURANCE**

Section 1. Medical Insurance

Subd. 1.

The Board agrees to make available health insurance for members of the Principals' Association until retirement. Principals shall receive \$850/month toward single health insurance coverage or \$1375 towards family health insurance coverage. These contributions will be made only toward district provided plans. Insurance coverage and the district contribution shall begin on the first day of the month following employment or School Board ratification of this contract.

If the principal chooses a plan option that offers a qualified savings account (ex. Health Savings Account (HSA) or Voluntary Employees' Beneficiary Association (VEBA), the district shall put the difference of the district contribution and the premium for the plan into the principal's qualified savings account not to exceed applicable IRS guidelines and within district limits.

Subd. 2. Health Care Savings Plan –

The district shall contribute the sum of \$3750 per annum to a Health Care Savings Plan (VEBA) for each full-time principal participating in single district health insurance benefits and \$5750 per annum to a Health Care Savings Plan (VEBA) for each full-time principal participating in family district health insurance benefits

Subd. 3. Retirement –

For any member electing retirement pursuant to Article XV, Section 2, Subd. 1, the contribution shall continue for a period not to exceed seven (7) years. Effective July 1, 2013, the district will contribute \$9,300 annually into a district sponsored Health Care Savings Plan. The principal may use the lump sum each year to pay for either a district health insurance plan or a non-district health insurance plan. Premium costs greater than the district's contribution will be borne by the principal. The coverage will continue under the district plan, if chosen, until the principal discontinues the coverage. Once the principal discontinues coverage under the district plan, he or she may not re-enter the plan. Participation in the School District's health and hospitalization plan as described in this paragraph is subject to the approval of the carrier and the terms set forth in the carrier's plan

This benefit will be eliminated effective July 1, 2015; one group member (Dave Lawrence) shall retain this benefit beyond this date through a grandfather provision. Principals with fewer than ten (10) years of experience as a principal in the district as of July 1, 2010 are not eligible for this benefit. Principals new to the group after July 1, 2010 are not eligible for this benefit.

Section 2. Life Insurance

Subd. 1. Life –

The Board agrees to provide group life insurance totaling \$100,000 for each member of the Principals' Association effective 10/1/91. The entire \$100,000 of this amount shall contain an accidental death and dismemberment clause (standard double indemnity and dismemberment - AD&D) which will pay an additional \$100,000 in case of accidental death and stated varying sums for dismemberment. The accidental death and dismemberment clause shall cease upon retirement. Coverage for new principals will be effective on the first day of the month coincident with or next following the date of employment.

Subd. 2.

Life and Accidental Death and Dismemberment (AD&D) Reductions - Benefits reduce eight (8%) per year for principals actively at work, beginning at age sixty-five (65) and will reduce an additional 8% each year thereafter subject to a minimum benefit of \$2000. Amounts of the insurance in excess of \$200,000 are subject to evidence of insurability satisfactory to the Underwriter.

Subd. 3. Retirees –

The Board agrees to provide group life (reducing term) insurance until age sixty-five (65) for each member. The accidental death and dismemberment clause shall cease upon retirement.

COVERAGE

Age 55 to 60	\$100,000
61	\$ 80,000
62	\$ 60,000
63 to 65	\$ 40,000

Subd. 4. Dependent life Insurance –

The Board will make available Dependent Life Insurance Coverage to be paid by the employee through payroll deduction in accordance with the Master Policy.

DEPENDENT COVERAGE

Spouse only:	\$10,000
Family:	\$ 7,500
Children:	
14 days to 19 years	\$ 2,500

Section 3. Dental

Subd. 1.

The Board agrees to make available group dental insurance for each member of the

Principals' Association.

Subd. 2.

If the employee elects the coverage, the entire premium is to be paid by the employee through payroll deduction.

- Section 4. Cancer Care, Intensive Care Options –
Principals who qualify and wish to carry cancer care or intensive care insurance programs may do so on a payroll deduction basis at their own expense. This option must be exercised during the period of September 1 to September 30 of each school year.
- Section 5. Long-Term Disability (LTD) –
The School District shall provide, at its expense, long-term disability insurance. Long-term disability insurance shall commence on the sixty-first (61st) working day of illness and shall be in effect until age sixty-five (65) and thereafter as required under option B of the Age Discrimination in Employment Act (ADEA). All claims shall be subject to the terms and conditions of the policy.
- Section 6. Workers' Compensation –
In accordance with law, the School District will provide Workers' Compensation Insurance. Workers' Compensation shall be made available to all Principals/Assistant Principals covered by this Agreement. Any employee injured shall file their "Incident Report" within twenty-four (24) hours of the occurrence.
- Section 7. Insurance Premiums for Retirees –
The School District will expend funds to pay premiums on health insurance coverage for principals covered by this Agreement retiring after May 1, 1974, with eight (8) or more years of service with the District and who are a minimum of fifty-five (55) years of age. The coverage is specified under Section 1, Subd. 4 above.
- Section 8. Provision of Benefits for Disabled Principals/Assistant Principals –
The School District shall not terminate, suspend, or otherwise restrict the participation in, or the receipt of, benefits otherwise payable under any program or policy of group insurance to any covered employee who becomes totally disabled while employed by the employer solely on account of absence caused by such total disability. If the employee is required to pay all or any part of the premium for the extension of coverage, payment shall be made to the employer by the employee.
- Section 9. Deductible Auto Insurance –
The Board agrees to pay the deductible amount of automobile insurance for vandalism damage incurred while performing the duties of the principalship. The limit of the deductible is \$500.00.

**ARTICLE XI
TAX-SHELTERED ANNUITIES**

Section 1. Annuities –
District approved annuity/mutual fund providers will be permitted to enroll applicants by the seventh (7th) day of any month. Principals/Assistant Principals may amend the level of annuity contribution once a year.

**ARTICLE XII
LEAVES OF ABSENCE**

Section 1. Sick Leave –
Principals shall be entitled to sick leave days to cover any illness or injury incurred, up to the time they would be eligible for coverage under the long term disability insurance benefit provided for all District employees.

Section 2. Non-Paid Absences –
A deduction of 1/260 of the annual base salary shall be made for each day of unexcused absences during the school year.

Section 3. Sabbatical Leave

Subd. 1. Purpose –

The purpose is to study, travel, research or engage in other teaching or employment activities involving probable advantage to the School District.

Subd. 2. Provisions for Leave –

Employees may apply for a leave. A request must be submitted 120 calendar days prior to the proposed leave. No more than one (1) member may be granted a sabbatical leave at any one (1) time. Each applicant shall complete the sabbatical leave form and send it to the Human Resources Office. Upon receipt of the recommendation of the Superintendent, the School Board shall grant or deny the leave request.

Subd. 3. Compensation –

Two-thirds (2/3) of the members regular salary shall be granted if leave is approved for one (1) year; compensation would be prorated for a sabbatical leave of less than a year.

Subd. 4. Obligation of Future Services –

The individual will make a commitment to remain employed by the District for three (3) years or return monies to the District on a pro-rata basis. To be eligible for a the principal must serve an additional five (5) year period of time.

Section 4. Professional Leave -

Limited paid time is available under the provisions of this section subject to approval by the Superintendent or designated representative.

Subd 1.

Employees covered by this agreement may be granted leave to participate in professional opportunities, without loss of salary.

Subd 2.

Employees covered by the agreement may be granted leave to serve on boards, commissions, or as an officer in professional organizations, without loss of salary.

Subd 3.

Other leaves, not related to the employee's professional duties, must be approved by the Board

Section 5. Child Care/Parenting Leave

Subd. 1.

A child care/parenting leave may be granted by the School District to provide parental care to the employee's child including birth and adoption.

Subd. 2.

An "employee" for purposes of this Section means a person who performs services for at least twelve (12) consecutive months preceding the request for a leave under this Section, and for an average of twenty (20) or more hours per week during those twelve (12) months.

Subd. 3.

A "child" for purpose of this Section, means an individual under eighteen (18) years of age, or an individual under age twenty (20) who is still attending secondary school.

Subd. 4.

An employee making application for child care/parenting leave shall inform the Human Resources Office in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

Subd. 5.

The employee and the School District shall discuss the appropriate timing for a child care/parenting leave considering the availability of substitutes, the duration of the leave and other matters as may be pertinent to the leave. Unless there is a conflict caused by the use of sick leave as set forth in Subd. 6 below, the School District may adjust the proposed beginning or ending date of the child care/parenting leave so that the dates of the leave are coincident with a natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of grading period, and end of the school year, or the like. In any case, such child care/parenting leave shall be no longer than six (6) weeks.

Subd. 6.

An employee who elects a child care/parenting leave for reasons of pregnancy may, in addition, elect to use sick leave pursuant to the provisions of Section 1 of this Article to cover the period of disability incident to the pregnancy. After the birth of a child, a certificate of disability from the employee's physician is required every two (2) weeks. In the event that child care/parenting leave is elected, the period of child care/parenting leave must immediately follow the use of such sick leave and may not exceed six (6) weeks in duration.

Subd. 7.

In making a determination concerning the commencement and duration of a child care/parenting leave, the School Board shall not in any event be required to:

- a. Grant any leave more than six (6) weeks in duration unless a doctor's statement specifies additional time needed.
- b. Permit the employee to return to his or her employment prior to the date designated in the request for child care/parenting leave.

Subd. 8.

An employee returning from child care/parenting leave shall be reinstated in the employee's former position, or in a position of comparable duties and pay unless previously terminated. An employee is not entitled to reinstatement if, during the period of leave, the School District experiences a layoff and the employee taking the leave would have been laid off had the employee not been on such a leave. The employee retains all rights regarding lay-off and recall as may otherwise be set forth in this Agreement or under statutory provisions.

Subd. 9.

Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension of the leave.

Subd. 10.

The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have an opportunity to evaluate performance. The parties agree, therefore, that periods of time for which the employee is on child care/parenting leave shall not be counted in determining the completion of the probationary period.

Subd. 11.

An employee who returns from child care/parenting leave within the provisions of this Section shall retain all previous experience credit and any unused credit or leave time during the period of absence for child care/parenting leave.

Subd. 12.

An employee on child care/parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the

beginning of the child care/parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

Subd. 13.

Leave under this Section shall be without pay or fringe benefits.

Section 6. Family/Medical Leave

Subd. 1.

An employee, as defined herein, will be granted an unpaid leave of absence for a total period of up to twelve (12) workweeks during any twelve (12) month period for any of the following:

- a. The birth and first-year care of a child.
- b. The adoption or foster placement of a child.
- c. To care for the spouse, child, or parent of the employee if such spouse, child, or parent has a serious health condition; and
- d. A serious health condition that makes the employee unable to perform their job.

Subd. 2.

An "employee" for purposes of this Section means any individual employed by the School District for twelve (12) months preceding the request for a leave under this Section, and who has worked for at least 1,250 hours during that twelve (12) month period.

Subd. 3.

A "child" for purposes of this Section, means the employee's son or daughter, which includes biological, adopted, foster, step, legal ward, or a child of a person standing in *loco parentis* who is under eighteen (18) years of age, or eighteen (18) years or older and incapable of self-care because of a mental or physical disability.

Subd. 4.

"Spouse," for purposes of this Section, means husband or wife, but does not include unmarried domestic partners.

Subd. 5.

A "parent," for purposes of this Section, means the biological parent of an employee or an individual who stood in *loco parentis* to an employee when the employee was a youth.

Subd. 6.

A "serious health condition," for purposes of this Section, means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with inpatient care, or continuing treatment by a health care

provider. A "health care provider" is defined as a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery by the State of Minnesota.

Subd. 7.

In the event a leave is requested under this Section, an employee must provide the employer written notice at least thirty (30) days in advance of when the leave is to begin. This written notice must be submitted to the Director of Human Resources if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of the employee's family member. If thirty (30) days notice is not practicable, because of a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. "As soon as practicable" means as soon as both possible and practical, taking into account all of the facts and circumstances for the individual case, and ordinarily would mean at least verbal notification to the Director of Human Resources within one (1) or two (2) business days prior to when the need for leave becomes known to the employee.

Subd. 8.

In the event that the foreseeable leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform their job, the employee must make a reasonable effort to schedule treatment, including taking leave intermittently or on a reduced hours basis, as to not unduly disrupt the operations of the School District, subject to the approval of the employee's or family member's health care provider.

Subd. 9.

In the event that the leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform their job, the School District may require the employee to provide timely certification from the employee's health care provider, or a family member's health care provider, addressing:

- a. The approximate date on which the serious health condition commenced;
- b. The probable duration of the serious health condition including the probable duration of the patient's present incapacity;
- c. The appropriate medical facts, within the knowledge of the health care provider, regarding the serious health condition;
- d. In the event that the leave is in connection with the care for the spouse, child or parent of the employee, a statement that the employee is needed to care for the spouse, child or parent, and an estimate of the amount of time the employee is needed to care for the spouse, child or parent;
- e. In the event the leave is in connection with a serious health condition that makes the employee unable to perform their job, a statement that the employee is unable to perform the functions of their job; and

- f. In the case or certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given, and the duration of such treatment.

Subd. 10.

In the event that the School District doubts the certification provided pursuant to Subd. 9 of this Section, the School District may, in its discretion, require, at its own expense, that the employee obtain the opinion of a second health care provider (other than a School District employee) designated by the School District. If the second opinion provided for herein differs from the certification provided pursuant to Subd. 9 of this Section, the School District may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved by both the School District and the employee, which opinion shall be final and binding on both the School District and the employee.

Subd. 11.

The School District may require, or the employee may elect, the substitution of the employee's accrued paid vacation leave, personal leave or emergency leave for any part of the twelve (12) week period of such leaves. However, the School District may require, or the employee may elect, substitution of paid medical or sick leave to care for the child of the employee who has a serious health condition, or in the event of a serious health condition of the employee himself/herself, which makes the employee unable to perform their job. In addition, any leave provided pursuant to this Section shall not be in addition to any other child care/parenting leave. Sick leave will be granted for immediate family only as defined by Minnesota Statute Section 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of absence.

Subd. 12.

In the event that the leave is in connection with a serious health condition that makes the employee unable to perform their job, the School District may require the employee to provide certification from the employee's health care provider that the employee is able to resume work.

Subd. 13.

During the period of a leave as provided for herein, the employee shall retain all seniority, salary and fringe benefits which had been accrued prior to the taking of such a leave.

Subd. 14.

The School District shall maintain coverage for the employee under any group health insurance plan for the duration of any leave provided for herein at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee shall pay that portion of the premium as otherwise set forth in this Agreement. The School District may recover any premium that the School District paid for maintaining such coverage for the employee pursuant to this Subdivision if the employee fails to return to work

after the leave has expired for reasons other than the continuance, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

Subd. 15.

Upon return from a leave as provided for herein, the employee shall be restored to the position held by the employee when said leave commenced, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The School District is not required to reinstate the employee if it can show that the employee would have been subject to layoff at the time reinstatement is requested.

Subd. 16.

In the event that both a husband and wife are employed by the School District, the aggregate number of workweeks of leave for the birth or adoption of a child, or to care for a sick child or parent, to which both may be entitled shall be limited to twelve (12) work weeks during any twelve (12) month period.

Subd. 17.

Except as provided in Subd. 11 of this Section, Family/Medical Leave is without pay.

Subd. 18.

An employee who attempts to use leave provided in this Section, and also Child Care/Parenting Leave, shall have the amount of Child Care/Parenting Leave count against the leave provided in this Section.

Section 7.

Emergency Leaves of Absence –

Employees will be entitled to a maximum of seven and one-half (7 and 1/2) days of emergency leave of absence with full pay each school year, in addition to sick leave. This will not be cumulative. Such leaves will be granted for the following: death, emergency or serious illness requiring bedside or household attention by the employee of the employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, or member of the immediate household. One (1) day per year of the allotted seven and one-half (7 and 1/2) days of emergency leave may be used for the funeral of a friend.

Employees will be granted up to three (3) days of the above-mentioned seven and one-half (7 and 1/2) days at one (1) time in the event of death of an employee's grandfather, grandmother, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Section 8.

Personal Leave –

Leaves of a personal nature shall be requested and shall be considered for approval by the immediate supervisor for current principals and assistant principals.

Section 9.

Leave of Absence –

Leaves of absence may be granted for further study or other approved reasons. Such a leave may be granted for a maximum of one (1) year without pay. The person on leave may not necessarily obtain the identical assignment upon her/his return. An employee desiring a leave of absence should request it prior to March 1. The Board reserves the right to limit the number of such leaves during any one (1) year period. Conditions of leave shall be stated at the time the leave is granted.

An employee planning to return from an unpaid leave of absence shall notify the District of this intention by February 15 prior to the desired return date. Failure to give the District written notice by February 15 of this intention to return shall cancel the District's obligation to return the employee to duty at the commencement of the following school year.

Section 10. Unrequested Leave of Absence –

For purposes of unrequested leaves of absence, the provisions of Minn. Statute 122A.40 subd. 11 shall apply.

Section 11. Civic Obligation Leave

Subd. 1. Jury Duty –

Any employee who is called to serve jury duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service. The employee shall notify the District of the dates of pending absence as soon as possible following notice of jury duty, but in no event later than one (1) week prior to commencing jury duty service. Expenses received for this service shall be retained by the employee.

Subd 2. Witness Obligation –

Any employee subpoenaed or otherwise required to provide testimony to any agency, commission, board, legislative committee, arbitrator, or court during the regular work day shall be provided leave with pay for each day or part thereof on which the employee is required to be absent. The employee shall notify the District of the date(s) of pending absence as soon as possible after the receipt of the subpoena, or after having knowledge of the requirement to provide testimony or information, but in no event later than two (2) days prior to the date(s) of absence. Pay and expenses received for this shall not apply to cases or other proceedings in which the employee or the exclusive representative takes a position opposed to that of the School District

Subd 3.

Leave to participate in civic organizations without loss of pay may be granted subject to the approval of the Superintendent or designated representative.

Section 12. Extended Leave of Absence

Subd. 1. Leave of Absence –

Any full time Principal who has been employed by the District for at least (5) years and has at least ten (10) years of Minnesota allowable service is eligible to apply for an

extended leave of absence.

The maximum duration of such a leave shall be determined by mutual agreement by the School Board and the Principal at the time the leave is granted and shall be at least three (3) but no more than five (5) years. The conditions of this leave shall be governed by the Minnesota Statutes, Section 122A.46.

Application for such leave must be submitted to the Human Resources Department prior to March 1 of the year preceding the leave. The Principal shall be responsible for any payments to their Minnesota State Retirement fund if the principal chooses.

ARTICLE XIII TRAVEL

- Section 1. Reimbursement –
Reimbursement will be made in accordance with Board policy for authorized out-of-district travel expenses by principals. The rate per mile for out-of-district and/or out of Fargo-Moorhead metropolitan area travel shall be the rate per mile approved by the IRS. Elementary principals shall be paid \$700 annually, and secondary principals shall be paid \$850 for in-district travel in two equal payments in December and May.
- Section 2. Convention Reimbursement –
Each member of the Association will be able to attend a state conference every year and a national conference every other year subject to Superintendent approval. The principal will be reimbursed for all pre-approved expenses.

ARTICLE XIV PROFESSIONAL EXPENSES AND FAIR SHARE

- Section 1. Statement –
The Board will pay the dues for membership in the State and National Association of Principals. This allowance is separate from the salary check and shall be paid upon submission of a claim and verification of expense.
- Section 2. Credit Reimbursement in Lieu of a National Conference
Upon pre-approval by the appropriate administrator, an employee may be eligible for reimbursement of tuition and materials, up to a maximum of \$1500 per year, for coursework completed at an accredited college that is directly related to an employee's position or may lead to promotional opportunities in lieu of attending a National Conference as defined in Article XIII, Section 2. This would be a total reimbursement of \$3000 for one National Conference over a two-year period of time.

To be eligible for reimbursement, the employee must submit receipts for payment as well as grade slips indicating a grade of "B" or higher, or "Pass" if a pass/fail course by June 20, 2023 for the 22-23 school year and June 30, 2024 for the 23-24 school year.

Employees working less than one year following the reimbursement of tuition will be required to repay a prorated amount of the reimbursement received during their last year of employment. This allowance is separate from the salary check and shall be paid upon submission of a claim and verification of expense.

**ARTICLE XV
SEVERANCE PAY/DEFERRED COMPENSATION**

Section 1. As of October 1, 1996, all currently employed members of the Principals' Association must choose if they will participate in the deferred compensation plan or the severance plan.

Section 2. Qualifications

Subd. 1.
Members of the Association who have been employed prior to July 1, 1996 and have completed ten (10) years of continuous service with the School District and are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to the provisions listed below upon termination of employment.

Subd. 2.
For members employed in the unit after July 1, 1996, only Section 5 applies.

Section 3. Formula - Proration –
Those principals and assistant principals hired prior to October 1, 1996 who have chosen to receive severance pay in lieu of a matching 403(b) contribution for severance proposed in the previous contract, will be paid severance pay in the following manner based on the highest annual salary of the last five (5) years:

Years of Service	Percentage Payment
15 years	75%
13 - 14 years	60%
12 years	50%
11 years	40%
10 years	30%
9 years	20%

Time of Payment - Early retirement pay shall be in one (1) lump sum fifteen (15) days following retirement. Eligible retiring principals in each school year beginning June 2003, will have their one time retirement payment paid directly into the district's approved 403(b) special pay plan for severance purposes in accordance with IRS rules. The Principal will receive any excess funds over the maximum of the 403(b) special pay plan in the year(s) following retirement. This payment will be placed in an account in the principal's name. The principal will have the opportunity to exercise any legal options available to leave, move or withdraw the funds as they see fit.

Resignations must be approved by the School Board prior to March 1. The date of resignation and application for early retirement pay may be extended beyond March 1 with Board approval. If, after the effective date of retirement, the principal dies before receiving payment, the balance due shall be paid to the principals named beneficiary, or, lacking the same, to the surviving spouse of the principal if any, otherwise to the estate of the deceased principal.

Section 4. Election –
Resignation must be approved by the Board of Education prior to March 1 of the year in which the employee plans to resign. The date of resignation and application for severance pay may be extended beyond the March 1 deadline with Board approval.

Section 5. Deferred Compensation –
Each full-time member of the Association who is hired after July 1, 1996, or chooses to become a participant per Section 1, will be entitled to a matching contribution of \$4250 by the School District to the Minnesota Deferred Compensation Plan or IRS 403(b) T.S.A. (Minn. Stat, 352.96 and 356.24 1 (5)).

ARTICLE XVI EVALUATION

Section 1. Statement –
An annual written evaluation of each principal and assistant principal shall take place. There shall be at least one (1) conference with each principal and assistant principal prior to the end of the school year. The principal and assistant principal shall be given a copy of the final evaluation. She/He may also request that a copy of their own personal statement be submitted and attached to that of the Superintendent for the official records.

ARTICLE XVII MEET AND CONFER

Section 1. Statement –
In accordance with the Public Employee Labor Relations Act (PELRA) of 1971 as amended, the Moorhead Principals' Association shall designate a representative and certify their name to the Superintendent; this person shall serve as a representative to meet and confer with the Board or representatives of the Board. The time, place and numbers of meetings will be scheduled as deemed necessary.

ARTICLE XVIII GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose –

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

Section 2. Grievance Defined –

A "grievance" is an action instituted under this Article by the "aggrieved" (association or employee) in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School Board or their representatives.

Section 3. Position Levels of Authority –

The aggrieved employee should initiate a grievance in accordance with the levels of authority set forth by the Board. The following is a sequential list of position levels of authority established for the purpose of initiating a grievance. The initial level appears last and highest authority is listed first:

Board of Education
Superintendent
Assistant Superintendent of Business and Administrative Services

Section 4. Representation Rights –

The aggrieved employee reserves the right to be represented by a representative of his choice, including an association representative, at all steps of this procedure, but the employee must be present and express his views at all steps of the grievance procedure.

Section 5. Time Limits –

Time limits shall be determined by initiation of steps and responses through certified mail and the "acknowledged receipt" shall be the date used for calculation of time limits. Time, place and numbers of meetings will be scheduled as deemed necessary.

The term "days" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or a legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required by this procedure.

The aggrieved employee shall present their grievance in writing within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event, or default by the parties listed in the "defined grievance" of this procedure.

Failure of persons meeting time schedules listed shall be considered a denial and permit the aggrieved to proceed to the next step. If both parties agree in writing that the time may be extended, this Section is waived to the extent provided by the agreement.

Section 6. Procedure

Step 1.

The grievance should be prepared, dated and signed by the aggrieved, and sent by certified mail to the person holding the position of next higher authority and shall include the complete nature and date of the violation and cite the particular provision(s) of the Master Agreement claimed to be violated.

Step 2.

The person holding the next higher level of authority will have eight (8) days to respond in writing to the aggrieved. If the aggrieved is not satisfied with the response, she/he must request in writing to their next superior that their grievance should be filed with the person holding the next higher level of authority.

No more than eight (8) days may expire before the grievance is so filed together with copies of all correspondence relating to Step 1 and Step 2.

Step 3.

Upon acknowledged receipt of copies of all correspondence and the original grievance by the Superintendent, she/he will then have ten (10) days to set forth and hold a hearing and notify, in their opinion, interested parties so that they may attend.

Following the hearing, the Superintendent will then have ten (10) days to register their written response to the aggrieved.

Step 4.

If the grievance is not resolved in Step 3, the aggrieved may appeal to the Board within eight (8) days. A Notice of Appeal shall be filed with the Superintendent. The Board may meet with the aggrieved at a regular or special meeting. But, the Board must meet with the aggrieved within thirty (30) days of the Notice of Appeal. An unlimited number of meetings may be held on the grievance, but when either party requests a formal answer, it shall be given in writing within ten (10) days of a request made at a regular or special meeting. 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 School Board. The Board shall then render its decision.

Step 5.

If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the aggrieved may appeal to mediation by filing notice of this intention with the Superintendent within eight (8) days of the School Board's decision.

Step 6.

If mediation fails to resolve the grievance, or if the aggrieved does not desire mediation of the grievance, the grievance may be appealed to arbitration before an impartial arbitrator by the aggrieved through filing a notice of this intention with the Superintendent within eight (8) days of the School Board's decision, or of the final unsuccessful mediation meeting. Minnesota statutes pertaining to mediation and arbitration will establish the procedure in these matters, except the arbitrator shall be

selected from a list of five (5) furnished by the Bureau of Mediation. Unless both parties can agree upon an arbitrator, she/he shall be selected by striking four (4) names alternately with the first strike to be determined by the flip of a coin.

Section 7.

Expenses –

All matters required by law, or mutually agreed upon, which incur expense shall be borne equally by the Board and the Association. Expenses for all other matters shall be borne by the party making the request.

**ARTICLE XIX
CONFORMITY TO LAW AND SAVINGS CLAUSE**

Section 1.

Statement –

If it is determined any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The Board (or its designated representatives) and the Association shall meet to negotiate an amended clause to replace any invalid provision. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

**ARTICLE XX
NEW AGREEMENT**

Section 1.

Statement –

This Agreement shall be effective July 1, 2022 except as otherwise provided herein, and the terms of this Agreement shall be from July 1, 2022 through June 30, 2024 inclusive, except as otherwise provided herein. Not more than 120 days, and not less than 90 days, prior to the termination of this Agreement, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new agreement. This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District 152, Moorhead, MN. By March 1, 2024 the Association and the Board will have designated the negotiators for the new agreement.

Dated at Moorhead, Minnesota, this 27th day of June 2022.

INDEPENDENT SCHOOL DISTRICT 152

By: [Signature]
Chairperson

By: [Signature]
Clerk

By: [Signature]
Chief Negotiator

MOORHEAD PRINCIPALS' ASSOCIATION

By: [Signature]
President

By: [Signature]
Chief Negotiator

By: _____
Chief Negotiator

2022-2023							
STEPS	P1	P2	P3	P4	P5	P6	P7
0-2	\$96,414	\$100,101	\$104,018	\$109,404	\$114,026	\$118,648	\$123,270
3	\$98,639	\$102,326	\$106,243	\$111,629	\$116,251	\$120,873	\$125,495
4	\$100,252	\$104,054	\$108,087	\$113,646	\$118,411	\$123,176	\$127,941
5	\$101,865	\$105,794	\$109,930	\$115,663	\$120,569	\$125,475	\$130,381
6	\$103,422	\$107,455	\$111,775	\$117,620	\$122,673	\$127,726	\$132,779
7	\$105,034	\$109,181	\$113,964	\$119,636	\$124,831	\$130,026	\$135,221
8	\$106,646	\$110,910	\$115,460	\$121,654	\$126,993	\$132,332	\$137,671
9	\$108,259	\$112,638	\$117,304	\$123,669	\$129,154	\$134,639	\$140,124
10	\$109,873	\$114,366	\$118,773	\$125,687	\$131,315	\$136,943	\$142,571
11	\$111,485	\$116,095	\$120,991	\$127,603	\$133,472	\$139,341	\$145,210
12	\$113,099	\$117,823	\$122,835	\$129,719	\$135,634	\$141,549	\$147,464
13	\$114,712	\$119,550	\$124,678	\$131,735	\$137,795	\$143,855	\$149,915
14	\$116,324	\$121,281	\$126,521	\$133,750	\$139,957	\$146,164	\$152,371
15	\$117,938	\$123,006	\$128,365	\$135,768	\$142,114	\$148,460	\$154,806
16	\$119,549	\$124,735	\$130,209	\$137,783	\$144,274	\$150,765	\$157,256
17	\$121,189	\$126,464	\$132,053	\$139,800	\$146,434	\$153,068	\$159,702
18	\$125,829	\$131,193	\$136,897	\$144,817	\$151,594	\$158,371	\$165,148

2023-2024							
STEPS	P1	P2	P3	P4	P5	P6	P7
0-2	\$98,864	\$102,551	\$106,468	\$111,854	\$116,476	\$121,398	\$126,020
3	\$101,089	\$104,776	\$108,693	\$114,079	\$118,701	\$123,623	\$128,245
4	\$102,702	\$106,504	\$110,537	\$116,096	\$120,861	\$125,926	\$130,691
5	\$104,315	\$108,244	\$112,380	\$118,113	\$123,019	\$128,225	\$133,131
6	\$105,872	\$109,905	\$114,225	\$120,070	\$125,123	\$130,476	\$135,529
7	\$107,484	\$111,631	\$116,414	\$122,086	\$127,281	\$132,776	\$137,971
8	\$109,096	\$113,360	\$117,910	\$124,104	\$129,443	\$135,082	\$140,421
9	\$110,709	\$115,088	\$119,754	\$126,119	\$131,604	\$137,389	\$142,874
10	\$112,323	\$116,816	\$121,223	\$128,137	\$133,765	\$139,693	\$145,321
11	\$113,935	\$118,545	\$123,441	\$130,053	\$135,922	\$142,091	\$147,960
12	\$115,549	\$120,273	\$125,285	\$132,169	\$138,084	\$144,299	\$150,214
13	\$117,162	\$122,000	\$127,128	\$134,185	\$140,245	\$146,605	\$152,665
14	\$118,774	\$123,731	\$128,971	\$136,200	\$142,407	\$148,914	\$155,121
15	\$120,388	\$125,456	\$130,815	\$138,218	\$144,564	\$151,210	\$157,556
16	\$121,999	\$127,185	\$132,659	\$140,233	\$146,724	\$153,515	\$160,006
17	\$123,639	\$128,914	\$134,503	\$142,250	\$148,884	\$155,818	\$162,452
18	\$128,279	\$133,643	\$139,347	\$147,267	\$154,044	\$161,121	\$167,898

P1 Unassigned
P2 Assistant Principals
P3 Unassigned
P4 Elementary Principal
P5 Middle School Principal
P6 High School Principal