2025-2027

RUSH CITY PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 139

RUSH CITY, MN

PRINCIPAL MASTER AGREEMENT

ARTICLE I: PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 139, Rush City, Minnesota, hereinafter referred to as the School District, and the Rush City Principals Association hereinafter referred to as the Principals Association 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 OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the Rush City Principals Association as the exclusive representative of principals employed by the School 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 Principals Association shall represent all the principals of the School 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, 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 the School District. "Terms and conditions of employment" are subject to the provisions of PELRA.

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 or assistant principal and who devote more than 50% of their time to administrative and supervisory duties, excluding the superintendent.

Section 3. School District: The term "School District" shall mean the School Board or its designated representative.

Section 4. Principal or Employee: Reference to "principal" shall mean principals and assistant principals except in those cases where there is a clear distinction between the two positions. Reference to "employee" shall mean a member of the appropriate unit.

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 Policy: The Principals Association 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 Principals Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Principals Association recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by federal laws, the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Principals Association 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. 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.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management 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 RIGHTS

Section 1. Right to Views: Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his/her 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 Principals Association.

Section 2. Right to Join: Pursuant to the PELRA, 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. Request for Dues Check Off: The Principals Association shall be allowed dues check-off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any principal that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in twelve equal installments.

Section 4. Personnel Files: Pursuant to M.S.122A.40, subd. 19, as amended, all evaluations and files generated relating to an individual principal shall be available during regular school business hours to that employee upon his/her 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: COMPENSATION

Section 1. The Elementary Principal: Shall be paid a base annual salary of $120,394 for the 2025-26 school year and $124,608 for 2026-27 school year. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in twenty-four (24) equal installments during the contract year.

Section 2. The Secondary Principal: Shall be paid a base annual salary of $137,280 for the 2025-26 school year and $142,085 for the 2026-27 school year. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in twenty-four (24) equal installments during the contract year.

Section 3. The Secondary Assistant Principal: Shall be paid a base annual salary of $86,320 for the 2025-26 school year and $89,341 for the 2026-27 school year. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in twenty-four (24) equal installments during the contract year.

Section 4. Pay Deduction: Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence.

ARTICLE VII: INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide, at the expense of the School District, the principal and principal's dependents with full health and hospitalization insurance coverage, under the School District's group health benefit plans. The School District shall contribute a sum not to exceed $917 per month for the Assistant Principal toward the premium for the employee who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

If a principal chooses the School District's Mid-level deductible plan, the School District will contribute $225.00 per month to the employee's individual Health Reimbursement Arrangement (HRA) account. If the principal chooses the High deductible / HSA plan, the School District will contribute $300.00 per month to the employee's individual HRA or HSA account, per employee choice.

If the Assistant Principal chooses the Mid-level deductible plan, the School District will contribute $90.00 per month to the employee's individual Health Reimbursement Arrangement (HRA) account. If the Assistant Principal chooses the High deductible / HSA plan, the School District will contribute $140.00 per month to the employee's individual HRA or HSA account, per employee choice.

Each January 1st the employee has the option to change the plan selected, by providing written notification through the open enrollment process. Less than full-time employment (260-day contract for principals and 200-day contract for assistant principals) will result in a pro-rated School District premium and applicable HRA/HSA contributions. An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all district contribution shall cease.

Section 2. Long Term Disability Insurance: The School District shall provide, at the expense of the School District, long term disability coverage for the principal in the School District's group plan. The principal shall be responsible for the cost of long-term disability insurance through payroll deduction. The district will reimburse the principal the premium cost up to .0028/$1,000.00 salary at the end of each fiscal year.

Section 3. **Life Insurance:** The district will contribute up to $50 per month for the Elementary and Secondary Principals to obtain up to $100,000 in life insurance coverage through the district's group plan.

Section 4. Selection: The selection of the insurance carrier(s) and policy shall be made by the School District as provided by law.

Section 5. Health Reimbursement Arrangement (HRA)

Subd. 1. School District Contribution: For each full-time principal, the School District shall contribute $1,500 by June 30th each year to an individual principal account within the HRA or to the principals' Health Savings Account ("HSA") if the principal is enrolled in the high deductible HSA plan. The Assistant Principal annual contribution shall be $1,250.

For each full-time employee enrolled in a District health insurance plan the district will make an annual contribution into an individual Health Reimbursement Arrangement (HRA) account or Health Savings Account ("HSA"). The amount of the contribution will be based on an employee's individual plan selection as follows: The annual Employer contribution shall be (1) $500 for a full-time employee enrolled in the lowest deductible plan; (2) $1000 for single plan or $1300 for family plan enrolled in the mid-level deductible plan; and (3) $1,750 first year, $1,400 each year following for single plan or $2,300 first year, $1,900 thereafter for family plan enrolled in the high deductible HSA Plan.

Subd. 2. Management: The School District selects the vendor that will maintain and manage the HRA/HSA. The vendor provides a plan document to participants, and the plan document defines the benefit features. Account funds may only be used by the principal, the principal's spouse, or the principal's dependent(s), as defined by the IRS. There is no limit on the amount a principal may accumulate in his/her HRA account.

Subd. 3. Reimbursement: To be reimbursed for eligible health care expenses, the principal must complete the request directly with the district's designated HRA/HSA approved vendor.

Subd. 4. Death of Participant: If a participant dies, the participant's spouse and/or legal dependent(s) may continue to use the account for eligible health care expenses. If a participant with no legal dependents dies, the funds in the account may be used for eligible expenses incurred up to the date of death. Any remaining funds will be disbursed among members of the School District Principal HRA group.

Section 6. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: A principal is eligible for School District contribution as provided in this Article as long as the principal is employed and on paid status by the School District. Upon termination of employment, all District contribution shall cease.

Section 8. Eligibility: Full benefits provided in this Article are designed for full-time principals. Part-time principals shall be eligible for partial benefits proportional to the extent of their employment.

ARTICLE VIII: OTHER BENEFITS

Section 1. Tax Sheltered Annuities: Principals will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, subd. 15, and School District policy.

Section 2. Matching 403(b) Plan: The School District will make a matching contribution for a full-time principal towards a matching annuity plan subject to the requirements of Minn. Statute 356.24.

Subd. 1. Maximum District Contribution Per Year: The maximum amount the School District will contribute towards each eligible principal's 403(b) plan each school year shall be $4,000. The maximum amount the School District will contribute towards each eligible assistant principal's 403(b) plan each school year shall be $1,500. Eligible principals who choose to change their participation status or level must notify the District by the District established payroll cut-off date in September and/or January of each year of the amount they elect to contribute to the plan.

Subd. 2. The district's matching contribution to the principal's chosen annuity shall be made on a monthly basis.

Subd. 3. Sunset Provision: In the event this plan is determined to be non-qualified in accordance with any laws or Internal Revenue Service rules applicable to 403(b) plans, the parties shall meet and negotiate to correct this plan or find alternative plans.

Section 3. Dues: The School District shall pay the cost of membership dues in local, state, and national professional associations of principals.

Section 4. Travel: The School District shall reimburse principals for authorized expenses associated with attending meetings. Principals will be reimbursed at a rate established by School District policy for the use of a personal vehicle and actual costs for other expenses.

Section 5. Professional Development: The school board values high quality professional development and acknowledges that conferences and graduate programs are a good source of high-quality professional development. Upon approval by the Superintendent, the district shall pay the cost, up to $4,000 per fiscal year, for professional development for the Elementary and Secondary Principals. The $4,000 limit may be exceeded for a national conference at the discretion of the Superintendent and budget permitting. Cost for attendance shall mean registration fees, related instructional materials, lodging, food and travel.

Cost for the assistant principal's attendance at professional meetings shall mean registration fees, related instructional materials, lodging, food and travel. Expenses to be reimbursed shall be properly documented upon the appropriate voucher form in accordance with School District procedure. Such meetings shall be in areas of relevance to the contractual responsibilities of the Assistant Principal and subject to the approval of the Superintendent.

ARTICLE IX: LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. A full-time principal shall earn sick leave at the rate of fifteen (15) days per year.

Subd. 2. Unused sick leave days may accumulate to a maximum of 100 days of sick leave per principal.

Subd. 3. Sick leave with pay shall be allowed whenever a principal's absence is due to the principal's illness and/or disability which prevented attendance at school and performance of duties.

Subd. 4. Consistent with MS 181.9413, an employee may use sick leave benefits for absences due to illness or injury of their children, spouses, siblings, parents, grandparents, and stepparents, 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. Benefits described in this

paragraph are governed by state statute and they will be modified to remain consistent with state statute. Therefore, these benefits will increase or decrease if modifications to the statute occur.

Subd. 5. The School District may require a principal to furnish a medical certificate from a qualified physician as evidence of any illness pursuant to this section, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Subd. 7. Sick leave pay shall be authorized only upon receipt and approval of requests using the district leave request system.

Subd. 8. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the School District with a physician's statement certifying the dates of disability.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, a principal injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Compassion Leave: Principals shall be allowed up to five days of leave for death in the principal's immediate family. "Immediate family" is defined as the principal's spouse, child, parent, brother, sister, in-laws or other relative living in the same household as the principal. Other bereavement leave shall be granted by the superintendent e.g. death of other relatives, a student, employee, etc. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances.

Section 4. Emergency Leave: The School District recognizes that on occasion a principal may need to take care of personal or emergency business, that no substitute is hired in the absence of a principal, and that the principal will need to complete administrative duties prior to or following the absence. Principals shall be allowed to take care of personal or emergency business without loss of pay provided it is cleared with the superintendent in advance, and the frequency of this provision is not abused.

Section 5. Child Care Leave:

Subd. 1. Childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is caring for the child on a fulltime basis.

Subd. 2. A principal making application for childcare leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, a principal may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, a principal shall not be eligible for sick leave during the period of time covered by childcare leave. A pregnant principal will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 4. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to: 1) Grant any leave more than twelve (12) months in duration. 2) Permit the principal to return to employment prior to the date designated in the request for childcare leave.

Subd. 5. A principal returning from childcare leave shall be reemployed in a position for which licensed unless previously discharged or placed on unrequested leave.

Subd. 6. Failure of the principal to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the principal mutually agree to an extension in the leave.

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 6. General Leaves of Absence:

Subd. 1. Principals with a minimum of three (3) years of experience in the School District may apply in writing for an unpaid leave of absence subject to the provisions of this Section. The granting of such leave shall be at the sole discretion of the School District.

Subd. 2. Such leave may be granted by the School District for overseas teaching, Peace Corps, Vista, National Teacher Corps, extended illness of the principal, extended illness of the principal's family, civic activities, alternative occupational experiences, employee organization activity, public office, or other reasons deemed appropriate by the School District.

Subd. 3. A principal on such leave shall notify the School District in writing no later than April 1 of the principal's intention to return at the conclusion of the leave or request an extension of the leave. The granting of an extension shall be at the sole discretion of the School District. The School District may also at its sole discretion waive the April 1 notice date if the School District determines there are special circumstances involved.

Section 7. 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 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Sabbatical Leave:
Subd. 1. Upon application a principal who has been employed for six (6) years by the School District and agrees in writing to return to the employ of the School District for three (3) years following the leave may be granted a sabbatical leave. Final approval shall be at the discretion of the School Board.

Subd. 2. Full-time principals taking a sabbatical leave will be paid 33.3% of their regular salary. The District will also provide medical insurance according to the terms of the Agreement. Payments will be made at the September and January payroll dates.

Subd. 3. A principal receiving a sabbatical leave of absence must agree in writing to return to the School District for at least three (3) years of service after completion of the sabbatical leave. A principal who has received a sabbatical leave and fails to complete three (3) years of service with the School District, except in the case of being physically unable to perform, shall refund those monies on an annual pro-rated basis received from the School District for sabbatical leave and said monies shall be due and payable to the School District forthwith upon the cessation of employment in the School District.

Subd. 4. Upon return from a sabbatical leave, a principal shall be restored to his or her former position, or to a position of like nature or status. He or she shall maintain tenure and accumulated sick leave, however, sick leave will not accrue during the sabbatical. He or she may remain a part of the group health plan.

Subd. 5. A written application for sabbatical leave must be submitted to the Superintendent by March 1 of the preceding school year. Upon application and approval, one of the School District's principals may be placed on sabbatical leave in any given contractual year.

Subd. 6. During the period of sabbatical leave, the principal may accept grants or fellowships for financial assistance or engage in related remunerative employment.

Section 10. Unrequested Leave of Absence:

Seniority Date: The seniority dates for new principals shall be the first day of service in the bargaining unit.

Unit Service: Principals shall be allowed to count only service as a unit member for purposes of placement on unrequested leave of absence from a principal's unit position. Service in other non-units within the district cannot be counted for purposes of bumping another unit member. Principals retain all other rights under

Minnesota Statutes 122A.40.

Ties: The following criteria shall be used to break seniority ties in the placement of principals: 1) Initial date of service in the District as a licensed teacher or other licensed professional. 2) Earliest/lowest Professional Educator Licensing and Standards Board (PELSB) file folder number.

Placement on Unrequested Leave of Absence

Subd. 1. General. The District may place principals and/or assistant principals on unrequested leave of absence, without pay or fringe benefits at the close of the school year. The District agrees to consult with the Association regarding proposed alternatives to unrequested leave of absence situations, provided such consultation does not result in delay.

Subd. 2. Method. The District will place the least senior principal within a category on unrequested leave of absence. All unit members will be assigned a category. The categories are: high school principal and elementary principal. Nothing in this language allows a principal to receive a promotion during the unrequested leave process. Principals may not assert a seniority right into a position that is promotional. Principals may assert a seniority right into a position that is not promotional.

Reinstatement

Subd. 1. Recall. Principals will be recalled from an unrequested leave of absence to available positions for which they are licensed. Principals cannot assert a reinstatement right to a promotional position. The principal with the highest seniority date will be reinstated first.

Subd. 2. No appointment of a new principal will be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy.

Subd. 3. Notification will be by certified mail to the principal's last known address and to the principals email address. In the event a principal declines a principal position or fails to notify the District in writing of the principals' intentions within fifteen (15) days of the date of notification, the principal is removed from the recall list. A principals on unrequested leave of absence will provide the district with appropriate contact information annually for purposes of notification in this section.

Subd. 4 The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three years from the date the principal's unrequested leave of absence began or until the principal fails to respond within fifteen (15) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first. The three year reinstatement period ends on the

first day teachers return to duty for the commencement of the third school year following the principal's placement on unrequested leave.

Subd. 5. Principals proposed for unrequested leave shall be considered for available teaching positions for which they are licensed.

Section 12. Insurance Application: A principal on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided by the Family and Medical Leave Act or other applicable law. In the event the principal is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 2, Workers' Compensation hereof, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the principal must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 13. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave commenced. No credit shall accrue for the period of time that a principal was on leave.

Section 14. Eligibility: Full leave benefits provided in this Article shall apply only to full-time principals. Part-time principals shall be eligible for partial benefits proportional to the extent of their employment.

ARTICLE X: 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 School District is authorized to conduct school.

Subd. 2. The duty days for each Principal contract year shall be 260 working days. The duty days for each Assistant Principal contract year shall be 210 working days. Additional Assistant Principal duty days may be required or requested as approved by Administration.

Subd. 3. Vacation: 260 Day Principals shall be entitled to twenty-five (25) working days of annual paid vacation each contract year, July 1 – June 30. Unused vacation days will be forfeited by principal as of July 1 of each year, with the exception of five unused vacation days to be paid on the June 30th payroll. The scheduling of vacation time shall typically not be scheduled on staff and student contact days and will be determined and approved by the Superintendent.

Subd. 4. Personal Days: The Assistant Principal is entitled to five (5) personal leave days each school year. Beginning with the eleventh (11) year of service, or more, with the School District, the employee shall be entitled to six (6) personal leave days per year. Approved personal leave days will be deducted from sick leave. Any unused days will be paid out at a rate of $200.00 per day on the 6/30 payroll.

Requests for personal leave must be made in writing to the Building Administrator at least three (3) school days in advance, except in the event of unforeseeable emergencies. Personal leave will not be granted on the first or last days of school, except in the event of unforeseeable emergencies.

Subd. 5. Holidays: All holidays (12) encompassed by the prescribed basic work year shall be paid for

260 Day Principals. (New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day). Holidays that fall on weekends will be observed on a day established by the School District.

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 School 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 designated to act in the party's behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all 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, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision 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 School District in the following manner:

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

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

appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

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

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

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the commissioner to appoint an arbitrator, pursuant to the PELRA providing such request is made within 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 commissioner within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. 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 the arbitrator shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn in by oath by the arbitrator.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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

ARTICLE XII: STRIKES OR WORK STOPPAGES

Section 1. The principals covered by this Agreement, in the event of a strike or work stoppage by other groups of District employees, will consider themselves to be on duty for the purpose of carrying out School Board policy and insuring the safety of personnel and property. In no event will the compensation for principals be halted or suspended due to strikes or work stoppages of other District employees.

ARTICLE XIII: 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 School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. The Principals Association agrees, therefore, that during the term of this agreement, neither the Principals Association nor any individual principal shall engage in any strike. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XIV: DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2027, and thereafter pursuant to 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 either party wishes to modify or amend this Agreement commencing on July 1, 2027, it shall give written notice of such intent no later than May 1, 2027. 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 Principals Association 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.

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.

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

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

For: Rush City Principals Association		For: Rush City Schools ISD #139	
_____		_____	
President	Date	Chairperson	Date
_____		_____	
Secretary	Date	Clerk	Date