

MASTER AGREEMENT

**SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 181
BRAINERD, MINNESOTA**

AND

**BRAINERD PRINCIPALS / ASSISTANT PRINCIPALS
ASSOCIATION**

JULY 1, 2021 - JUNE 30, 2024

Table of Contents

ARTICLE I.....	4
PURPOSE.....	4
Section 1. Parties.....	4
Section 2. Non Discrimination.....	4
ARTICLE II.....	4
RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	4
Section 1. Recognition.....	4
Section 2. Appropriate Unit.....	4
ARTICLE III.....	4
DEFINITIONS.....	4
Section 1. Terms and Conditions of Employment.....	4
Section 2. Description of Appropriate Unit.....	4
Section 4. Other Terms.....	4
ARTICLE IV.....	5
SCHOOL BOARD RIGHTS.....	5
Section 1. Inherent Managerial Rights.....	5
Section 2. Reservation of Managerial Rights.....	5
ARTICLE V.....	5
EMPLOYEE RIGHTS.....	5
Section 1. Request for Dues Check Off.....	5
ARTICLE VI.....	5
CONDITIONS OF EMPLOYMENT.....	5
Section 1. Appointment to all Principal/Assistant Principal Positions:.....	5
ARTICLE VII.....	6
WORK YEAR ASSIGNMENT.....	6
Section 1. Work Year and Duty Days:.....	6
ARTICLE VIII.....	6
SALARIES AND CHANGE IN POSITION.....	6
Section 1. Salary Schedule.....	6
Section 2. Salary Placement.....	6
ARTICLE IX.....	6
INSURANCE.....	6
Section 1: Health and Hospitalization Insurance:.....	6
Section 2. Health Reimbursement Arrangement (HRA) Contribution: Plan H.....	7
Section 3. Health Savings Account (HSA) Contribution: Plan G.....	7
Section 4. Dental Insurance:.....	7
Section 5. Life Insurance:.....	7
Section 6. Income Protection:.....	7
Section 7. Post-Retirement Medical Insurance:.....	7
ARTICLE X.....	8
LEAVES OF ABSENCE.....	8
Section 1. Sick Leave:.....	8
Section 2. Reporting of Absences:.....	8
Section 3. Family and Medical Leave Act:.....	8
Section 4. Emergency Leaves of Absence:.....	8
Section 5. Sabbatical Leave:.....	8
Section 6. Bereavement Leave:.....	8
ARTICLE XI.....	9
TRAVEL AND REIMBURSEMENTS.....	9
Section 1. Mileage:.....	9

2021 – 2024 Principal and Assistant Principal Master Contract

Section 2. Phones:.....9
Section 3. Professional Dues and Conventions:.....9
ARTICLE XII9
SEVERANCE PAY & DEFERRED COMPENSATION9
 Section 1. Severance:.....9
 Section 2. Deferred Compensation:.....10
ARTICLE XIII10
SENIORITY AND RETIREMENT10
 Section 1. Seniority:.....10
ARTICLE XIV10
GRIEVANCE PROCEDURE.....10
 Section 1. Grievance Definition:10
 Section 2. Representative:.....10
 Section 3. Definitions and Interpretations:10
 Section 4. Time Limitation and Waiver:11
 Section 5. Adjustment of Grievance:11
 Section 6. School Board Review:11
 Section 7. Denial of Grievance:11
 Section 8. Arbitration Procedures:11
ARTICLE XV12
SALARY SCALE.....12
 Section 1. Salary and Step Advancement:12
 Section 2. Placement on Salary Schedule:.....12
ARTICLE XVI.....13
NEW AGREEMENT.....13
 Section 1. Statement:13

**ARTICLE I
PURPOSE**

Section 1. Parties

This Agreement is entered into between School District No. 181, Brainerd, Minnesota, hereinafter referred to as the School District and the Principals Association hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Educational Interpreters during the duration of this Agreement.

Section 2. Non Discrimination

The Employer and the Union agree that Independent School District 181, Brainerd Public Schools, shall not discriminate based on race, color, national origin, sex or disability.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes the Principals Association as the exclusive representative for which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Agreement.

Section 2. Appropriate Unit

The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A., and in certification by the Director of Mediation Services, if any.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment

Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit

The appropriate unit shall consist of all and only those defined herein as follows: All principals and assistant principals employed by Independent School District 181 (hereinafter referred to as the District) and so certified by the Minnesota Professional Educator Licensing and Standards Board (PELSB) who are employed for more than fourteen (14) hours per week and more than sixty-seven days (67) per year, excluding all other employees. Any dispute between the parties arising over the inclusion or exclusion of new positions or positions with new responsibilities in the appropriate unit as defined in Article 2, Section 2., shall be referred to the Bureau of Mediation Services for resolution.

Section 3. School District

For the purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the School Board is not required to meet and negotiate on matter 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. Reservation of Managerial Rights

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V
EMPLOYEE RIGHTS**

Section 1. Request for Dues Check Off

The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union contributions, and Employee approved Union PEOPLE deductions. Such monies shall be remitted as directed by the Union. Dues check off will commence within 30 days of employment.

The Union will inform the Employer on or before January 1st of each year regarding changes to deduction information.

At the request of the Union, the Employer shall remit to the address designated by the Union the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance

The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken under this article.

**ARTICLE VI
CONDITIONS OF EMPLOYMENT**

Section 1. Appointment to all Principal/Assistant Principal Positions:

Subd. 1. Vacancies:

Vacancies for all Principal/Assistant Principal positions will be publicized by posting on the District employment website.

Subd. 2. Posting:

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

Subd. 3. Applications:

Any qualified Teacher, Principal, Assistant Principal or Administrator may apply 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. Recommendation and Decision:

The Superintendent is responsible to make a recommendation to the School Board. The District makes the final decision of the employing of personnel. No grievance can come from this decision.

**ARTICLE V
WORK YEAR ASSIGNMENT**

Section 1. Work Year and Duty Days:

Subd. 1. Work Year: The Duty Year for Principals/Assistant Principals will run from July 1 to June 30 of each year, pursuant to the duty day provisions set forth below.

Subd. 2. Duty Days: All Principals/Assistant Principals will work 260 days.

Subd. 3. Non-Contract Days: Principals/Assistant Principals will have specified non-contract days per year according to their assignment: Elementary Principals/Elementary Assistant Principals: 40 days; Secondary Assistant/Middle School/BLC/LEC/High School Principals: 30 days. The Principal will enter non-contract days into the District approved system each year. The Principal may roll over up to five (5) non-contract days to the new fiscal year, if they are not used.

Subd. 4. Holidays: All Principals shall have the following paid (10) holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

Subd. 5. Mandatory Duty Days: The Superintendent reserves the right to designate specific calendar dates during the duty year as mandatory duty days when all Principals will be expected to be in service.

**ARTICLE VIII
SALARIES AND CHANGE IN POSITION**

Section 1. Salary Schedule.

The salaries of all Principals covered by this Agreement are set forth in Article X and shall be considered part a part of this agreement.

Section 2. Salary Placement.

Newly hired Principals will be placed on the salary schedule at the step mutually agreed to between the School District and the Principal.

**ARTICLE IX
INSURANCE**

Section 1: Health and Hospitalization Insurance:

Effective September 1, 2022, the plan options available to employees hired after July 1, 2019 will be as follows:

- Plan B - \$300 per person / \$500 per family
- Plan C - \$1,000 per person / \$2,000 per family
- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

- A. Full-time and part-time employees working .5 – 1.0 FTE are eligible for a health insurance contribution from the district. Part-time employees working less than .50 FTE or 20 hours per week assignment are not eligible. The District will contribute the full single or family premium associated with the following plans:

- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

- B. The district contribution toward Plan G will be used toward the premium on the following:

Plan B - \$300 per person / \$500 per family
Plan C - \$1,000 per person / \$2,000 per family

- C. Principals/Assistant Principals are able to change plans per the plan document, including life events and the established open enrollment period.

Section 2. Health Reimbursement Arrangement (HRA) Contribution: Plan H.

The district will contribute \$3,000 for those taking single health insurance and \$6,000 for employees taking family health insurance into the corresponding district tax-advantaged plan on behalf of the employee. Contributions will be prorated based on employment changes occurring in the benefit year. Any member not desiring coverage under the terms of this section shall file with the Benefits Specialist a waiver disclaiming any such coverage.

Section 3. Health Savings Account (HSA) Contribution: Plan G.

The district will contribute a dollar for dollar match of \$1,500 for those taking single health insurance and a dollar for dollar match of \$3,000 for employees taking family insurance into the corresponding district tax-advantaged plan on behalf of the employee. Contributions will be prorated based on employment changes occurring in the benefit year. Any member not desiring coverage under the terms of this section shall file with the Benefits Specialist a waiver disclaiming any such coverage

Section 4. Dental Insurance:

The School District shall provide the Principal/Assistant Principal with a single or family dental insurance plan at the expense of the District with an orthodontia cap of \$6,000.

Section 5. Life Insurance:

Each Principal/Assistant Principal is eligible to receive a \$300,000 life insurance policy paid by the District. Upon retirement a Principal/Assistant Principal will continue to receive a District paid \$200,000 life insurance policy until the retiree reaches 70 years of age. Life insurance benefit may be reduced subject to the terms of the life insurance policy.

Section 6. Income Protection:

Income protection insurance for Principals/Assistant Principals will be provided at the expense of the District. The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary with the following condition:

- 90-day elimination period has been met.
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain ISD 181's health plan in order to qualify for the \$500 per month, long-term benefit.

Section 7. Post-Retirement Medical Insurance:

Subd. 1. Principals/Assistant Principals hired before January 1, 2009 and meeting District Principal's/Assistant Principal's retirement standards as outlined in Article VIII Subd. 3 and retiring after reaching the age of 55 will have full family health and dental insurance paid until age 70. If the spouse is less in age than the Principal/Assistant Principal, he/she may remain in the district's insurance plan at District expense until she/he becomes Medicare eligible. In the event of the Principal's/Assistant Principal's death the spouse may remain in the district's insurance plan at District expense until she/he becomes Medicare eligible. If the Principal's/Assistant Principal's dependent status changes after retirement, the retired Principal/Assistant

Principal may flex the insurance benefit to match. The district will deposit \$3,000 for a single policy or \$6,000 for a family plan into a tax advantaged plan.

Subd. 2. For Principals/Assistant Principals hired after January 1, 2009, but before July 1, 2012, the District will provide a contribution equal to 3.0% of their salary to a District sponsored Health Reimbursement Arrangement (HRA) account, for a time period of 15 years. After 10 years of continuous service and retiring after reaching the age of 55, the employee will continue to have full family health and dental until age 65 and be eligible to access the HRA funds. If employment is terminated prior to retirement, the employee will retain the employee contribution of their HRA balance. The district will deposit \$3,000 for a single policy or \$6,000 for a family plan into a tax advantaged plan.

Subd. 3. For Principals/Assistant Principals hired after July 1, 2012, or later, the District will provide a contribution equal to 3.0% of their salary to a District sponsored Health Reimbursement Arrangement (HRA) account, for a time period of 15 years.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave:

One day per month accumulated to 12 per year. Accumulation of unused sick leave is unlimited.

Section 2. Reporting of Absences:

Principals shall timely enter absences into the District's electronic attendance system for non-duty days, or leave days. Absences should be entered in advance of the absence whenever possible, but in the event of emergency circumstances should be entered within 48 hours of the absence. Absences of three (3) or more consecutive days during student contact time require the advance approval of the Superintendent or designee, and should be submitted as far in advance as possible.

Section 3. Family and Medical Leave Act:

Principals shall be eligible for the Family and Medical Leave Act if they, their spouse, child suffers from a serious health condition in which the Principal is required to provide care. The Family and Medical Leave Act will be subject to District policy and practice.

Section 4. Emergency Leaves of Absence:

Emergency leave may be granted with the approval of the Superintendent and/or their designee. The final determination of what constitutes an emergency shall be made by the Superintendent. The Principal may appeal a decision to the school Board. Said leave will be deducted from non-contract time and sick leave (if applicable).

Section 5. Sabbatical Leave:

Upon application, a Principal/Assistant Principal who has been employed for two years may be granted a sabbatical leave for one year for the purpose of professional growth. During said sabbatical leave, the Principal/Assistant Principal shall be considered to be in the employment of the school board and shall be paid 50 percent of his/her annual salary plus full related fringe benefits. The Principal/Assistant Principal, upon return from sabbatical leave, shall return for a period of two years. The Principal/Assistant Principal must sign an agreement to repay all monies advanced by the school board if the Principal/Assistant Principal does not return to ISD # 181 school system for two years.

Section 6. Bereavement Leave:

Up to five (5) days of bereavement leave may be used by a Director or Assistant Director, subject to Superintendent, Superintendent Designee or Supervisor approval. Leave for bereavement shall be allowed for death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law,

grandparents, and grandchildren of the employee or employee’s spouse, or other relatives living in the same household of the employee.

**ARTICLE XI
TRAVEL AND REIMBURSEMENTS**

Section 1. Mileage:

The District will pay for all professional in-district and out-of-district travel when a Principal/Assistant Principal uses their personal vehicle. This mileage will be reimbursed at the current IRS rate.

Section 2. Phones:

The District will also reimburse (with appropriate receipts) up to \$50 per month the Principal/Assistant Principal for cell phones with data plans that are owned by the Principal/Assistant Principal and used for school purposes or the District will provide a cell phone for the Principal/Assistant Principal to use for school purposes only.

Section 3. Professional Dues and Conventions:

Subd. 1. Professional Dues: Payment of professional dues for one organization. If that organization has local, state and national affiliation, the dues will be paid for all three. In addition, the district will pay for the Minnesota Board of School Administrators Fee at actual cost not to exceed \$100/year.

Subd. 2. Convention Reimbursement: The district will pay for yearly state convention fees and Principals/Assistant Principals will be eligible to attend a national convention (within their specific organization) every 3 years in lieu of their annual state convention with prior approval from the Superintendent.

**ARTICLE XII
SEVERANCE PAY & DEFERRED COMPENSATION**

Section 1. Severance:

Payment for severance will be based on a Principal/Assistant Principal accumulating 12 days per year for each year of service up to a maximum accumulation of 120 days. This sum shall be paid per day pro-rated up to 120 days of accumulated experience upon retirement. Severance will be paid to a Principal/Assistant Principal with District ISD #181. The Principal/Assistant Principal must have a minimum of 5 consecutive years, be employed as a Principal/Assistant Principal with the District at the time of separation, at least 55 years of age and separate from service with the District through retirement or death. In case of death, payment shall be made within 60 calendar days. The retiree or his/her beneficiary shall be entitled to severance pay based on their accumulated experience at the rate of 12 day per year reflected in the following schedule. The District shall provide a VEBA account for Principals/Assistant Principals upon retirement

Years of employment with District #181	Maximum days 12 X No. of Years X daily rate = severance eligibility	Daily Rate
5-9 years	Up to 108 days	\$400.00
10-15 Years	120 Maximum	\$420.00
16-20 Years	120 Maximum	\$440.00
21-25 Years	120Maximum	\$460.00
26-30 Years	120 Maximum	\$480.00

Severance will be paid into the Principal's/Assistant Principal's HRA and the District's cumulative total annual contributions toward a 403(b) shall be deducted from the total eligible severance amount. All lump sum payments will be made the month following the Principal's/Assistant Principal's separation of service. Lump

sum payments made by the district will not exceed current IRS limitations. Any amount in excess of an annual IRS limitation will be deferred to January of the following year.

Section 2. Deferred Compensation:

The District shall contribute an amount equal to the Principal's/Assistant Principal's contribution in a tax-deferred matching plan up to a maximum of \$2,500 per school year dictated by statute. Such a plan shall be approved and subject to application provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereof. District contributions toward a 403(b) shall be deducted from the total eligible accumulated days for the experience severance package.

Constructive Receipt – employer pays tax if IRS finds there is constructive receipt. In the event that it is determined by the IRS that the retirement benefit listed in this section is constructively received by the individual employee in the year that the employee first becomes eligible to receive the benefit (and not in the year the person retires), the employer agrees to the following:

- a. The employer will withhold from the imputed income and transmit to the IRS the amount necessary to comply with normal tax withholding standards under IRS rules in the year that the income is constructively received.
- b. The remaining portion of the retirement benefit will be paid out in accordance with the terms of the agreement.

**ARTICLE XIII
SENIORITY AND RETIREMENT**

Section 1. Seniority:

Subd. 1. Definition: Definition of a Principal's/Assistant Principal's school year for TRA purposes is Monday through Saturday (six days per week) for the first 170 days.

Subd. 2. Seniority: Teacher seniority shall include years of employment in District # 181 as both a teacher and Principal/Assistant Principal; however only Principal/Assistant Principal years of employment in District # 181 counts toward the Principal/Assistant Principal seniority list.

Subd. 3. Retirement: A Principal/Assistant Principal eligible for retirement is defined as a person employed as a Principal/Assistant Principal at the time of retirement, at least 55 years of age, and 10 consecutive years of employment in the District at the time of retirement.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative:

The employee, administrator, or employer may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

Subd 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal

holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd 4: Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing by the grievant to the office of the Superintendent of Schools and the exclusive representative, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within 15 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employer's designee.

Section 5. Adjustment of Grievance:

The employer and the employee shall attempt to adjust all grievances, which may arise during the course of the employment of any employee within the School District in the following manner:

Subd 1. Level I: If the grievance is not resolved through informal discussions, the employer's designee shall give a written decision on the grievance to the parties involved within 10 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 Superintendent of Schools, 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 Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd 3. Level III: In the event the grievance is not resolved in Level II, 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 II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 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 School Board may be designated by it to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative, notify the parties of its intention to review within 10 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 employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the employee 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 10 days following the decision in Level III 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 provision.

Subd 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179.70, Subdivision 4, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd 4. Submission of Grievance Information:

- (a) Upon appointment of the arbitrator, the appealing party shall within 5 days after notice of appointment, forward the arbitrator, with a copy to the employer, the submission of the grievance, which shall include the following:
 - (1) The issues involved.
 - (2) Statements of the facts.
 - (3) Position of the Grievant.
 - (4) The written documents relating to Section 5, Article XII of the grievance procedure.
- (b) The employer may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate; 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 arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd 6. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decision as provided by in the P.E.L.R.A. of 1971, as amended.

Subd 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties representatives, witnesses and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the 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.

Subd 8. Jurisdiction: The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this written agreement or to any agreement made supplementary hereto, and shall only rule on those cases that apply to the definition of grievance described in this article.

ARTICLE XV SALARY SCALE

Section 1. Salary and Step Advancement:

Salary and step advancement through the following schedule is earned through satisfactory performance district evaluations. Format of district Principals/Assistant Principals evaluation shall be mutually agreed upon. For purposes of salary advancement, Superintendent's evaluative rating is final. Any Principal/Assistant Principal eligible for a salary improvement will not receive this improvement until a successor Master Agreement has been ratified by both parties.

Section 2. Placement on Salary Schedule:

Placement on the salary schedule for newly hired Principals/Assistant Principals shall be based on years of experience or as determined by the Superintendent or designee.

2021 – 2024 Principal and Assistant Principal Master Contract

2021 - 2022								
Principal Type	Step 1	Step 2	Step 3-4	Step 5-6	Step 7-8	Step 9-10	Step 11-13	Step 14+
High School	\$ 126,258	\$ 128,611	\$ 132,141	\$ 135,436	\$ 137,554	\$ 140,849	\$ 141,790	\$ 144,143
High School Assistant	\$ 108,960	\$ 111,785	\$ 114,609	\$ 116,491	\$ 119,198	\$ 120,846	\$ 122,846	\$ 123,905
Middle School	\$ 121,551	\$ 123,669	\$ 126,493	\$ 129,318	\$ 131,552	\$ 135,436	\$ 135,907	\$ 139,201
Middle School Assistant	\$ 104,960	\$ 107,549	\$ 109,785	\$ 111,432	\$ 114,255	\$ 116,491	\$ 117,904	\$ 120,021
Learning Center/LEC	\$ 107,078	\$ 109,196	\$ 111,902	\$ 113,785	\$ 115,668	\$ 118,963	\$ 119,904	\$ 121,787
Elementary School	\$ 111,196	\$ 109,196	\$ 116,374	\$ 119,198	\$ 122,022	\$ 123,905	\$ 125,669	\$ 126,611
Elementary Assistant	\$ 95,990	\$ 98,721	\$ 100,968	\$ 102,618	\$ 105,859	\$ 106,440	\$ 108,950	\$ 109,000

2022 - 2023								
Principal Type	Step 1	Step 2	Step 3-4	Step 5-6	Step 7-8	Step 9-10	Step 11-13	Step 14+
High School	\$ 129,225	\$ 131,633	\$ 135,246	\$ 138,618	\$ 140,787	\$ 144,159	\$ 145,122	\$ 147,531
High School Assistant	\$ 111,521	\$ 114,412	\$ 117,303	\$ 119,229	\$ 121,999	\$ 123,685	\$ 125,733	\$ 126,816
Middle School	\$ 124,408	\$ 126,575	\$ 129,466	\$ 132,357	\$ 134,644	\$ 138,618	\$ 139,101	\$ 142,473
Middle School Assistant	\$ 107,427	\$ 110,076	\$ 112,365	\$ 114,051	\$ 116,940	\$ 119,229	\$ 120,675	\$ 122,842
Learning Center/LEC	\$ 109,594	\$ 111,762	\$ 114,532	\$ 116,459	\$ 118,386	\$ 121,758	\$ 122,722	\$ 124,649
Elementary School	\$ 113,809	\$ 111,762	\$ 119,109	\$ 121,999	\$ 124,889	\$ 126,816	\$ 128,622	\$ 129,586
Elementary Assistant	\$ 98,246	\$ 101,041	\$ 103,341	\$ 105,030	\$ 108,346	\$ 108,941	\$ 111,511	\$ 111,562

2023 - 2024								
Principal Type	Step 1	Step 2	Step 3-4	Step 5-6	Step 7-8	Step 9-10	Step 11-13	Step 14+
High School	\$ 131,809	\$ 134,266	\$ 137,951	\$ 141,391	\$ 143,602	\$ 147,042	\$ 148,025	\$ 150,481
High School Assistant	\$ 113,751	\$ 116,700	\$ 119,649	\$ 121,613	\$ 124,439	\$ 126,159	\$ 128,247	\$ 129,353
Middle School	\$ 126,896	\$ 129,107	\$ 132,055	\$ 135,004	\$ 137,337	\$ 141,391	\$ 141,883	\$ 145,322
Middle School Assistant	\$ 109,575	\$ 112,278	\$ 114,612	\$ 116,332	\$ 119,279	\$ 121,613	\$ 123,088	\$ 125,299
Learning Center/LEC	\$ 111,786	\$ 113,997	\$ 116,822	\$ 118,788	\$ 120,754	\$ 124,193	\$ 125,176	\$ 127,142
Elementary School	\$ 116,086	\$ 113,997	\$ 121,491	\$ 124,439	\$ 127,387	\$ 129,353	\$ 131,195	\$ 132,178
Elementary Assistant	\$ 100,211	\$ 103,061	\$ 105,407	\$ 107,130	\$ 110,513	\$ 111,120	\$ 113,741	\$ 113,793

**ARTICLE XVI
NEW AGREEMENT**

Section 1. Statement:

This agreement shall be effective July 1, 2019 except as otherwise provided herein, and the terms of the agreement shall be from July 1, 2021 through June 30, 2024, 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 181, Brainerd, Minnesota.

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

ISD #181 Principals/Assistant Principals

By 
Principals/Assistant Principals

By 
Principals/Assistant Principals

Date 6/1/22

Independent School District No. 181

By 
School Board Chair

By 
School Board Clerk

Date 5/25/2022



Brainerd Public Schools

Opportunity. Innovation. Success.

MEMORANDUM OF UNDERSTANDING Between Brainerd Public Schools and the Principals and Assistant Principals Association

This is an agreement between ISD 181 and the Principals and Assistant Principals Association to correct an error to the 2021-2024 Principal and Assistant Principal Master Agreement. In the Salary Schedule embedded in Article XV, Salary Scale. In the previous agreement, there was an error in Step 2, Elementary School Principal. The original scale indicates a decrease from Step 1 to Step 2 which was not the intent. The scale below indicates the appropriate steps for the contract period.

Handwritten signature

2021 - 2022								
Principal Type	Step 1	Step 2	Step 3-4	Step 5-6	Step 7-8	Step 9-10	Step 11-13	Step 14+
High School	\$ 126,258	\$ 128,611	\$ 132,141	\$ 135,436	\$ 137,554	\$ 140,849	\$ 141,790	\$ 144,143
High School Assistant	\$ 108,960	\$ 111,785	\$ 114,609	\$ 116,491	\$ 119,198	\$ 120,846	\$ 122,846	\$ 123,905
Middle School	\$ 121,551	\$ 123,669	\$ 126,493	\$ 129,318	\$ 131,552	\$ 135,436	\$ 135,907	\$ 139,201
Middle School Assistant	\$ 104,960	\$ 107,549	\$ 109,785	\$ 111,432	\$ 114,255	\$ 116,491	\$ 117,904	\$ 120,021
Learning Center/LEC	\$ 107,078	\$ 109,196	\$ 111,902	\$ 113,785	\$ 115,668	\$ 118,963	\$ 119,904	\$ 121,787
Elementary School	\$ 111,196	\$ 113,549	\$ 116,374	\$ 119,198	\$ 122,022	\$ 123,905	\$ 125,669	\$ 126,611
Elementary Assistant	\$ 95,990	\$ 98,721	\$ 100,968	\$ 102,618	\$ 105,859	\$ 106,440	\$ 108,950	\$ 109,000

2022 - 2023								
Principal Type	Step 1	Step 2	Step 3-4	Step 5-6	Step 7-8	Step 9-10	Step 11-13	Step 14+
High School	\$ 129,225	\$ 131,633	\$ 135,246	\$ 138,618	\$ 140,787	\$ 144,159	\$ 145,122	\$ 147,531
High School Assistant	\$ 111,521	\$ 114,412	\$ 117,303	\$ 119,229	\$ 121,999	\$ 123,685	\$ 125,733	\$ 126,816
Middle School	\$ 124,408	\$ 126,575	\$ 129,466	\$ 132,357	\$ 134,644	\$ 138,618	\$ 139,101	\$ 142,473
Middle School Assistant	\$ 107,427	\$ 110,076	\$ 112,365	\$ 114,051	\$ 116,940	\$ 119,229	\$ 120,675	\$ 122,842
Learning Center/LEC	\$ 109,594	\$ 111,762	\$ 114,532	\$ 116,459	\$ 118,386	\$ 121,758	\$ 122,722	\$ 124,649
Elementary School	\$ 113,809	\$ 116,218	\$ 119,109	\$ 121,999	\$ 124,889	\$ 126,816	\$ 128,622	\$ 129,586
Elementary Assistant	\$ 98,246	\$ 101,041	\$ 103,341	\$ 105,030	\$ 108,346	\$ 108,941	\$ 111,511	\$ 111,562

2023 - 2024								
Principal Type	Step 1	Step 2	Step 3-4	Step 5-6	Step 7-8	Step 9-10	Step 11-13	Step 14+
High School	\$ 131,809	\$ 134,266	\$ 137,951	\$ 141,391	\$ 143,602	\$ 147,042	\$ 148,025	\$ 150,481
High School Assistant	\$ 113,751	\$ 116,700	\$ 119,649	\$ 121,613	\$ 124,439	\$ 126,159	\$ 128,247	\$ 129,353
Middle School	\$ 126,896	\$ 129,107	\$ 132,055	\$ 135,004	\$ 137,337	\$ 141,391	\$ 141,883	\$ 145,322
Middle School Assistant	\$ 109,575	\$ 112,278	\$ 114,612	\$ 116,332	\$ 119,279	\$ 121,613	\$ 123,088	\$ 125,299
Learning Center/LEC	\$ 111,786	\$ 113,997	\$ 116,822	\$ 118,788	\$ 120,754	\$ 124,193	\$ 125,176	\$ 127,142
Elementary School	\$ 116,086	\$ 118,542	\$ 121,491	\$ 124,439	\$ 127,387	\$ 129,353	\$ 131,195	\$ 132,178
Elementary Assistant	\$ 100,211	\$ 103,061	\$ 105,407	\$ 107,130	\$ 110,513	\$ 111,120	\$ 113,741	\$ 113,793

The signatures herein represent a mutual agreement to correct the specified provision, for the specified duration, relating to the 2021-2024 Master Agreement between the School Board of ISD 181 and the Principals and Assistant Principals Association.

ISD 181 Representatives:

 _____ Superintendent Larson	<u>06-28-22</u> Date
 _____ Ruth Nelson, Board Chair	<u>07/28/2022</u> Date

Principals and Assistant Principals Representative:

 _____ Andrea Rusk, President	<u>7/12/22</u> Date
--	------------------------