

INDEPENDENT
SCHOOL DISTRICT #200

Master Agreement



20242-20253
20253-20264

Principals' Association

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ARTICLE I - PURPOSE

Section 1 - Parties

THIS AGREEMENT, entered into between the Hastings Public Schools, Independent School District #200, Hastings, Minnesota (hereinafter referred to as the District) and the Hastings District #200 Principals' Association (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, 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 P.E.L.R.A., the District recognizes the Hastings District #200 Principals' Association as the exclusive representative of principals employed by the District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2 - Appropriate Unit

The exclusive representative shall represent all the principals and assistant principals of Independent School District #200, Hastings, Minnesota, as defined in this Agreement and in said Act.

ARTICLE III - DEFINITIONS

Section 1 - Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the terms do not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2 - Principals

Principals shall mean personnel included in the unit stipulated in Article II.

Section 3 - District

Any reference to the "District" in this Agreement shall mean Independent School District #200, Hastings, Minnesota, or its designated officials or representatives.

Section 4 - Association

Any reference to the "Association" shall mean the Hastings District #200 Principals' Association.

Section 5 - Working Day

A working day is defined as any day the employee is scheduled to work except those designated as major legal holidays by state law. An employee may be required to work on those legal holidays on which the School Board is authorized to conduct school, if so designated by the School Board.

Section 6 - Work Year

The work year shall be defined as the 12 month period commencing July 1 each year, and ending on June 30 of the following calendar year.

Section 7 - Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leave within this Agreement to apply.

Section 8 - Other Terms

Terms not defined in the 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 Association recognizes that the 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. All managerial rights and functions not expressly delegated in this Agreement are reserved to the District.

Section 2 - Management Responsibilities

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

Section 3 - Effect of Laws and Regulations

The parties recognize that the District, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V - PRINCIPAL RIGHTS

Section 1 - Right to Views

Pursuant to M.S. 179.65, Subd. 1, nothing contained in the 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 Association, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 2 - Right to Join

Principals shall have the right to join the Association, and shall have the right not to join the Association. ~~Any principal who is not a member shall contribute a fair share fee which is 90% of the membership dues of the Association members.~~ All principals will abide by the Master Agreement whether they are a member of the Association or not.

Section 3 - Personnel Files

Subd. 1 - Principals shall have the right to inspect their individual personnel files in accordance with M.S. 122A.40 et al.

Subd. 2 - Principals shall receive a copy of evaluation materials which are initiated by the District and placed in the principal's individual personnel file.

ARTICLE VI - COMPENSATION

Section 1 - Wages/Compensation

Subd. 1 - The wages/compensation reflected in Appendix A shall be in effect for the period commencing July 1, 202~~42~~ and ending June 30, 202~~64~~.

Subd. 2 - The wages/compensation provided herein may, at the sole discretion of the District, be increased during the duration of this salary program for purposes of complying with applicable state and federal laws.

Section 2 - Initial Compensation

At the time of hiring, initial placement on the salary schedule shall be determined by mutual agreement between the individual employee and the District.

Section 3 - Pay

Subd. 1 - Employees shall be paid twice per month. If a pay date falls on a Saturday, Sunday, or a holiday, employees will be paid on the last working day immediately preceding. Regular paychecks shall be delivered by direct deposit.

Subd. 2 - Payment for wages earned will be paid in equal installments over the number of months actually worked by the employee.

Section 4 - Advancement on the Salary Schedule

Subd. 1 - Employees hired on or before ~~December 31~~March 1 shall be paid at their starting step on the salary schedule. Effective the following July 1, employees shall be advanced to the next step. Employees hired after ~~December 31~~March 1 shall be paid at their starting step on the salary schedule until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached.

Subd. 2 - Employees shall be provided step advancement on the salary schedule following School Board approval of the updated Master Agreement.

Subd. 3 - The District may, at its discretion, withhold step advancement/pay increase as a result of performance concerns. If it is determined that step advancement will be withheld, the employee shall be notified in writing by no later than May 15.

Subd. 4 - Employees receiving a promotion will be placed at step one of the new salary schedule. The District may, at its discretion, place an employee at a higher step so as to avoid the employee receiving a decreased rate of pay following a promotion.

ARTICLE VII - ~~VACATION AND HOLIDAYS~~

Section 1 -- ~~Vacation~~

~~Subd. 1 - Employees working 52 weeks per year shall earn 28 days of vacation each year.~~

~~Subd. 2 - Vacation accruals will be allocated on July 1 each year. Accruals will be based on the actual number of years completed at the time of the accrual.~~

~~Subd. 3 - Accrued vacation shall be adjusted for employees who resign prior to the end of the year and an employee's last check will be deducted for any vacation leave used in excess of that earned.~~

~~Subd. 4 - An employee may carry over a maximum of ten days into the next fiscal year.~~

~~Subd. 5 - Employees shall be eligible to receive payment for up to ten unused earned vacation days upon separation from the District, at their regular daily rate of pay.~~

~~Subd. 6 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee's leave will be changed to the appropriate leave type with the approval of Human Resources.~~

Section 12 - Holidays

~~Subd. 1 - For the 2022-2023 school year only the following legal holidays will be provided to Principals covered by this contract:~~

~~1. Independence Day - This is a Holiday for 12-month employees only.~~

- ~~2. Friday before Labor Day (If school is not in session, this is a holiday. If school is in session it is replaced with the Thursday of Teacher Association. It **is not** a floating holiday).~~
- ~~3. Labor Day~~
- ~~4. Friday of Teacher Association~~
- ~~5. Thanksgiving~~
- ~~6. Friday after Thanksgiving~~
- ~~7. Christmas Eve~~
- ~~8. Christmas Day~~
- ~~9. New Year's Eve~~
- ~~10. New Year's Day~~
- ~~11. Presidents Day Observed~~
- ~~12. Good Friday~~
- ~~13. Easter Monday (If school is in session, this is a workday; it is not a floating holiday nor is it replaced with another day).~~
- ~~14. Memorial Day~~

~~Subd. 1 - Principals working 52 weeks shall be eligible for 14 paid District established holidays each year. Principals working at least 41 weeks but less than 52 weeks shall be eligible for 12 paid holidays (Juneteenth and July 4 excluded).~~

~~Subd. 2 - If any of the legal holidays fall on weekend days, the holiday will be observed on the preceding Friday or the following Monday, as determined by the administration. When Christmas Day or New Year's Day falls on a Saturday or a Sunday, the Principal may take the day before Christmas Day and the day before New Year's Day on the days specified by the District, consistent with the need for District administrative services.~~

~~Subd. 3 - Effective July 1, 2023, employees working 52 weeks shall be entitled to 14 District established holidays each year. Employees working less than 52 weeks shall be eligible for paid holidays that fall within their work year.~~

ARTICLE VIII - LEAVES

Section 1 -- Vacation/Discretionary Leave

~~Subd. 1 - Employees working 52 weeks per year shall earn 28-31 days of vacation-discretionary leave each year. Employees working at least 41 weeks but less than 52 weeks shall be eligible for three discretionary leave days.~~

~~Subd. 2 - Vacation/Discretionary Leave accruals will be allocated on July 1 each year. Accruals will be based on the actual number of years completed at the time of the accrual.~~

~~Subd. 3 - Discretionary Leave must be scheduled in advance with the employee's supervisor and must be approved by the supervisor or his/her designee.~~

~~Subd. 4~~3~~ -- Upon termination, the employee's last pay check will be adjusted for discretionary leave used in excess of what has been earned. Accrued vacation shall be adjusted for employees who resign prior to the end of the year and an employee's last check will be deducted for any vacation leave used in excess of that earned.~~

Subd. 54 - An employee may carry over a maximum of ~~13~~^{ten} days into the next fiscal year. The first three days of carryover will be paid out at a daily rate of \$300 per day, reducing the number of carryover days. Payment of such days shall be made no later than July 30 each year.

Subd. 65 - Employees shall be eligible to receive payment for up to ten unused earned ~~vacation~~ discretionary leave days upon separation from the District, at their regular daily rate of pay.

Subd. 76 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is ~~on vacation~~ out using discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of Human Resources.

Section 1 - Essential Leave

~~Subd. 1 - All Principals will earn three days of Essential Leave which will be allocated on July 1 each year.~~

~~Subd. 2 - Employees will be paid out for unused essential leave days at the end of each school year, to be paid at a daily rate of \$260 for full time employees. Payment of such days shall be made by no later than July 30 of each year.~~

Section 2 - Sick/ESST Leave

Subd. 1 - Employees shall be credited with an annual accrual of 15 days of sick/ESST leave per year. Employees working less than the full year will be credited with sick/ESST leave on a pro-rated basis. During the initial year of employment only, the total sick/ESST leave allowable will be available to the employee after working a minimum of one day. Upon termination of employment, an employee's last check will be deducted for any sick/ESST leave used in excess of that earned.

Subd. 2 - Sick/ESST leave is to be utilized for all qualifying absences ~~of resulting from an employee's illness or injury~~, or that of a qualifying individual under the ESST law. ~~minor child. Sick leave may be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, up to 160 hours per 12 month period, beginning July 1 of each year, pursuant to M.S. 181.9413.~~

Subd. 3 - The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or injury, in accordance with Minnesota Statute and ESST laws, in order to qualify for sick/ESST leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4 - Unused sick/ESST leave days may accumulate without limit.

Subd. 5 - Employees with accrued sick/ESST leave in excess of 142 days will be paid out for up to six days of unused sick/ESST leave at the end of each school year. The number of days paid shall be based on the number of leave days exceeding 142, and will be paid at a daily rate of \$260 for full time employees. Payment of such days shall be made no later than July 30 of each year.

Subd. 6 - ~~Sick Leave Bank~~ - A sick leave bank shall be available in accordance with the terms of the Sick Leave Bank MOU provided at the end of this Agreement.

Section 3 - Bereavement Leave

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, spouse's grandparent, grandchildren, stepparent, or guardian, domestic partner or domestic partner's parent.

Section 4 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

Subd. 2 - The employee shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

ARTICLE IX - EMPLOYMENT PRACTICES

Section 1 - Emergency Closings

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, principals who were scheduled to work, but directed not to report will be paid. If staff are directed to report, please refer to See the District's ~~P~~rovisions ~~on~~for the Closing of Schools, located on the District webpage.

Section 2 - E-Learning Days

When an E-Learning day is called (or scheduled) by the Superintendent, it will be considered a regularly scheduled work day and employees shall be paid their regularly scheduled pay. Employees will be assigned work by the supervisor on such days. Employees opting not to work on an E-Learning day may choose to use discretionary leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

Section 32 - Work Stoppage

In the event of a strike or work stoppage by other employees, it is mutually agreed that employees covered by this agreement shall be on duty and carry out policy, rules and assignments as may be directed by the employer. The employer reserves the right to make whatever directives deemed appropriate for the operation or protection of District programs and facilities.

ARTICLE X - REIMBURSEMENTS, DUES, AND ALLOWANCES

Section 1 - Payment of Dues

The District will contribute a sum not to exceed \$1,500 per year toward payment of professional dues.

Section 2 - Continuing Education Allowance

The District will contribute a sum not to exceed \$1,400 annually towards approved professional workshops, conferences, and course work.

Section 3 - Mileage Reimbursement.

The District will pay the federal mileage reimbursement rate for personal vehicles used in connection with District business.

ARTICLE XI - INSURANCES AND OTHER FRINGE BENEFITS

Section 1 - Eligibility for Benefits

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental. If the employee is covered by this agreement, and his/her spouse are both covered by the District medical insurance plan, the District will contribute the full cost of single insurance for each employee. If both spouses are covered by the District medical insurance plan and have a dependent, the District will make a maximum monthly contribution equal to the family contribution for the employee carrying the family coverage policy, plus the single premium for the non-policy holding spouse, not to exceed the actual cost of the insurance premium.

Section 2 - Health and Hospitalization

Subd. 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group health and hospitalization plan.

Subd. 2 - The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

The District contribution for 2024-2025 shall be as follows:

Non-High Deductible (Comp Basic)

Effective July 1, 202~~4~~²: Up to \$~~2,4962,120.50~~ per month

High Deductible/VEBA

Effective July 1, 202~~4~~²: Up to \$~~2,2961,921~~ per month

The District contribution for 2025-2026 shall be as follows:

Non-High Deductible (Comp Basic)

Effective July 1, 2024: Up to \$2,940 per month

High Deductible/VEBA

Effective July 1, 2024: Up to \$2,740 per month

Subd. 3 - For full-time employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 202~~4~~²: \$100.00 per month

Subd. 4 - For full-time employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 202~~4~~²: \$200.00 per month

~~Subd. 5 - For the 2022-2023 plan year only, the annual contribution shall be made in a lump sum on or about July 1. Effective July 1, 2023, t~~The annual VEBA contribution will be divided equally over the number of payrolls the employee is paid each year.

~~Subd. 6 - For the 2023-2024 plan year (through June 30, 2024) an employee shall experience an increase in deduction for family of no more than \$15.00 per month.~~

Subd. 67 - In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

Section 3 - Dental Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group dental plan.

Subd. 2 - The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 202~~4~~²: \$137.45 per month

Section 4 - Life Insurance

The District will provide a group term life and AD & D insurance policy in the amount of \$150,000 for each employee who qualifies for, and is enrolled in, the life insurance plan.

Section 5 - Long Term Disability (LTD) Insurance

Subd. 1 - The District will pay the full cost of a Long Term Disability Insurance plan for each eligible employee enrolled in the plan.

Subd. 2 - Employees who are totally disabled shall be allowed to continue on the District's medical insurance plan in accordance with Minnesota state and federal laws related to benefit continuation. ~~at the same cost as provided for active employees.~~ Employees hired on or before July 1, 2024,

shall be eligible to continue on the District's medical insurance plan at the same cost as provided for active employees, for up to 24 months.

Subd. 3 - Employees are required to apply for Medicare at the time they become eligible. Failure to do so may result in termination of benefits back to the date the employee became eligible. Medical insurance benefits provided by the District shall end on the date the employee becomes covered by Medicare.

Section 6 - Disclaimer

The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the District. The District's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the District as a result of denial of insurance benefits by an insurer.

Section 7 - Health Care Savings Plan Contributions

~~Subd. 1 - All principals, hired on or before August 1, 2012, will receive \$6,000 annually to be placed into the Principal's Minnesota Health Care Savings Plan account.~~

~~Subd. 2 - All principals, hired after August 1, 2012, will not receive any allocation toward the Principal's Minnesota Health Care Savings Plan account.~~

Section 78 - Penalties

In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

ARTICLE XII - ~~SEVERANCE PAY, MATCHING~~ DEFERRED COMPENSATION ~~AND RETIREMENT PROVISIONS~~

Section 1 - Eligibility for Severance Pay

~~Regularly employed Principals who have at least ten years of service in this District, and who are at least 50 years of age, shall be eligible for severance pay pursuant to the provisions of this Article and upon submission of a written resignation accepted by the School Board. The District will accept resignations for the purpose of retirement during the school year, provided the retiring Principal gives written notice a minimum of 90 days prior to the effective date of the resignation.~~

Section 2 - Severance Pay - Basic Formula.

~~Eligible Principals, upon retirement, shall receive as severance pay an amount representing 80 days' pay. See Subd. 1. Eligibility~~

Section 13 - Deferred Compensation

~~Matching Contributions Plan 403b/457 - (Alternative to traditional Severance Plan outlined above in this Article, Section 2).~~

Subd. 1 - Eligibility: Any Principal who is regularly employed by the District shall be eligible for, and may choose to participate in a 403b/457 matching contribution plan pursuant to M.S. 356.24. ~~Any Principal hired after July 1, 2009, will not be eligible for Severance Pay - Basic Formula under Section 2 of this Article, and will only have the 403b/457 matching contribution option.~~

Subd. 2 - Contributions: ~~The District will match eligible annual Principal contributions based on the following years of professional service in District #200. Determination of years will be based on hire date before or after January 1. The maximum matching contribution by the District shall not exceed \$60,000 for a career total ("lifetime" contribution). Any principal hired after August 1, 2012 will have a lifetime match of \$70,000. Employees shall be entitled to a matching District contribution to a tax deferred account, subject to State and Federal law on the following basis:~~

<u>Principal Service Years in District #200</u>	<u>Maximum Amount of Match Per Year</u>
Principal work years 0 1-4	2.5% of annual contract salary
Principal work years 5-9	3% of annual contract salary
Principal Work years 10 and above	3.5% of annual contract salary

Subd. 3 - 403(b): ~~The dollar amount above the legal contribution will be paid thru payroll as non-TRA eligible salary. It is up to the employee to contact their vendor and increase their 403(b) deduction to make this amount nontaxable.~~

Subd. 3 - ~~The District contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The District contribution cannot be accumulated on a retroactive basis.~~

Subd.4 - Participation - ~~Changes to or initial entry into the plan shall occur on the first pay date following the date a salary reduction authorization is received by the Payroll department. An employee's match on any given payroll shall not exceed the Maximum Amount of Match Per Year (as defined above) the employee is eligible for. A salary reduction authorization agreement must be completed by the eligible Principal prior to August 1st proceeding the school year in which the Principal begins participation in the matching contributions plan. District #200 Principals who are covered under the Severance Pay provisions of Section 1 of this Article may choose to participate in the matching contributions plan 403b/457. If a Principal chooses to participate in the matching contributions plan 403b/457, all severance payments described in Section 2 of this Article are forfeited and the Principal may not later move to that type of arrangement. Principals on unpaid leaves may not participate in the matching contributions plan 403b/457 during the inclusive dates of said leave.~~

Section 4 - Severance Pay - Unused Sick Leave Days

~~In addition to the severance pay provided pursuant to Section 2 of this Article a Principal shall be eligible to receive, upon the Principal's retirement, the amount obtained by adding the Principal's unused number of sick leave days, not to exceed the annual number of days specified in the individual Principal's contract at the time of retirement. For Principals who elect the deferred compensation option described in Section 3 of this Article, the maximum number of unused sick days that may be compensated is obtained by subtracting 80 days from the total number of days specified in their annual contract. Any principal hired after August 1, 2012 will not be eligible for~~

~~severance Pay-Unused Sick Leave under this Article, and will only have the 403(b)/457 matching contribution option.~~

~~_____ 232 Contract days = Maximum of 152 unused sick days~~

~~_____ 207 Contract days = Maximum of 127 unused sick days~~

~~**Note:** Daily Rate of Pay is capped at the 2015-16 daily rate at the 5+ Years' Experience step.~~

~~**Section 5 - Calculating Daily Rate of Pay**~~

~~In applying the provisions of, Sections 1, 2, and 3 of this Article, the daily rate shall be calculated by dividing the annual total salary by the number of work days employed:~~

~~_____ 232 Contract days~~

~~_____ 207 Contract days~~

~~**Section 6 - Payment of Severance Compensation**~~

~~Severance Compensation shall not be granted to any Principal who is discharged for cause by the District. Principals who retire during the period covered by this contract will participate in a qualified Special Pay Deferral Plan and a Health Care Savings Plan. On the first business day after the final date of employment in District #200, the amounts of the compensation specified in Section 6, Subd. 1, below, will be transferred by the District to such plans on behalf of the retiring Principal.~~

~~Subd. 1 - For those employees who receive both accumulated sick leave and severance days, 100% Severance Compensation will be transferred to a Special Pay Deferral Plan and 0% will be transferred to a Health Care Savings Plan. For those employees who only receive accumulated sick leave days, 0% of the Severance Compensation will be transferred to a Special Pay Deferral Plan and 100% will be transferred to a Health Care Savings Plan.~~

~~Subd. 2 - In the event of the death of an employee who is eligible for severance pay under the provisions of this Article, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.~~

~~**Section 7 - Participation in Insurance Plans Upon Retirement for ALL Principals**~~

~~Subd. 1 - A Principal who retires under the terms of PERA or TRA, and of this contract shall be eligible for medical/hospitalization benefits.~~

~~Subd. 2 - The Principal shall be eligible to continue participation in the District medical/hospitalization plan.~~

~~Subd. 3 - After 10 years of continuous service and reaching the age of 55 the Principal shall receive a lump sum dollar amount that will be placed into the principal's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by taking the single premium insurance cost of the Comp Basic Insurance plan for the last year in which the principal worked, multiplied by a maximum of eight years, or the number of years remaining until the individual reaches the age of 65, whichever is less.~~

Section 8 - Primary Insurance Coverage for Retired Principals

~~If a retiree obtains employment with an employer other than the District and said retiree is covered by a group medical/hospitalization plan or HMO, such coverage shall be considered primary.~~

ARTICLE XIII - RETIREE INSURANCE CONTRIBUTION

Section 17 - Participation in Insurance Plans Upon Retirement for ~~all~~ALL Principals

Subd. 1 - A Principal who retires under the terms of PERA or TRA, and of this contract shall be eligible for medical/hospitalization benefits.

Subd. 2 - The Principal shall be eligible to continue participation in the District medical/hospitalization plan.

Subd. 3 - Primary Insurance Coverage for Retired Principals - If a retiree obtains employment with an employer other than the District and said retiree is covered by a group medical/hospitalization plan or HMO, such coverage shall be considered primary.

Section 2 - Health Care Savings Plan

Employees beginning employment on or before July 1, 2024, who have completed at least ten years of continuous service and are at least 55 years of age shall receive a lump sum dollar amount that will be placed into the employee's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by multiplying the cost of the Comp Basic single premium insurance cost for the last year in which the employee worked times the number of years until the individual reaches the age of 65, to a maximum of eight years.

ARTICLE XVII - UNREQUESTED LEAVE OF ABSENCE

Section 1 - Definitions

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

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

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

Section 2 - Establishment of a Seniority List

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

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

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

Subd. 4 - In the event the principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification.

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

Section 3 - Placement on Unrequested Leave of Absence

Subd. 1 - The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective June 30 of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

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

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

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

Subd. 5 - Principals placed on unrequested leave have the right to return to other positions in the District for which they are licensed and for which they are senior.

Section 4 - Reinstatement

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

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

Subd. 3 - No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principal's right to reinstatement shall terminate if the principal fails to file with the School Board by April 1 of any year a written statement requesting reinstatement.

Subd. 4 - Notification of available positions shall be by certified mail to the last known address of the principal as recorded in the business office, and email, as provided by the principal at the time of the leave. In the event a principal declines a principal position or fails to notify the District in

writing of the principal's intentions within 30 days of the date of notification, the principal shall be removed from the recall list.

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

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

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

ARTICLE - XIV GRIEVANCE PROCEDURE

Section 1 - Grievance Definition

A "grievance" shall mean an allegation by a principal resulting from a dispute or disagreement between the principal and the District as to the interpretation or application of this Agreement.

Section 2 - Representative

The principal or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3 - Definitions and Interpretations

Subd. 1 - Days: Reference to "days" regarding time periods in these procedures shall refer to working days. A working day is defined as all days, excluding Saturdays, Sundays and holidays, as defined by law.

Subd. 2 - Extension: Time limits specified in this Agreement may be extended by mutual consent.

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 postmark of the United States mail within the time period.

Section 4 - Time Limitations

Grievances will not be valid for consideration unless the grievance is submitted within 20 days of the date the grievance arose. Failure to file any grievance within such period shall be deemed a

waiver thereof. In the event that a principal believes that there is a basis for grievance, the principal shall first discuss the alleged grievance with the Superintendent. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 5 - Adjustment of Grievance

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

Subd. 1 - Level I: If the grievance is not resolved through informal discussions, the Superintendent shall meet with the principal within five days after receipt of the written grievance. Within five days after the meeting, the Superintendent shall issue a decision in writing to the principal involved.

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 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, which meeting shall take place within 20 days after the receipt of the appeal. Within 10 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 of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6 - 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 procedures.

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 five 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. 179A.21, Sub. 2, providing such request is made within ten days after request for arbitration. The request shall ask that the appointment be made within ten days after the receipt of said request. If the parties fail to agree upon an arbitrator from the Bureau of Mediation Services within the time periods provided herein, it shall constitute a waiver of 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.

Subd. 5 - 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 the arbitrator shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A.

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 of 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. 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 School Board, 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 shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XVI – GRANDFATHERED RETIREMENT/SEVERANCE PAY PROVISIONS

Section 1 – Retirement Conditions for Matt Esterby Eligibility for Severance Pay

~~Upon obtaining Regularly-employed Principals who have the age of 50 and completion of~~ at least ten years of service in the ~~is~~ District, ~~and who are at least 50 years of age, Matt Esterby~~ shall be eligible for severance pay pursuant to the provisions of this Article and upon submission of a written resignation accepted by the School Board. The District will accept notice of resignations for the purpose of retirement during the school year, provided the retiring Principal gives written notice a minimum of 90 days prior to the effective date of the resignation. Any Principal hired after July 1, 2009, will not be eligible for Severance Pay – Basic Formula under Section 2 of this Article, and will only have the 403b/457 matching contribution option.

Section 2 – Severance Pay - Basic Formula.

~~Eligible Principals, upon retirement, shall receive as severance pay an amount representing 80 days' pay. See Subd. 1, Eligibility~~

Section 3 – Deferred Compensation

~~Matching Contributions Plan 403b/457 – (Alternative to traditional Severance Plan outlined above in this Article, Section 2).~~

~~Subd. 1 - Eligibility: Any Principal who is regularly employed by the District shall be eligible for, and may choose to participate in a 403b/457 matching contribution plan pursuant to M.S. 356.24. Any Principal hired after July 1, 2009, will not be eligible for Severance Pay Basic Formula under Section 2 of this Article, and will only have the 403b/457 matching contribution option.~~

~~Subd. 2 - Contributions: The District will match eligible annual Principal contributions based on the following years of professional service in District #200. Determination of years will be based on hire date before or after January 1. The maximum matching contribution by the District shall not exceed \$60,000 for a career total ("lifetime" contribution). Any principal hired after August 1, 2012 will have a lifetime match of \$70,000.~~

<u>Principal Service Years in District #200</u>	<u>Maximum Amount of Match Per Year</u>
Principal work years 1-4	2.5% of annual contract salary
Principal work years 5-9	3% of annual contract salary
Principal Work years 10 and above	3.5% of annual contract salary

~~Subd. 3 - 403(b): The dollar amount above the legal contribution will be paid thru payroll as non-TRA eligible salary. It is up to the employee to contact their vendor and increase their 403(b) deduction to make this amount nontaxable.~~

~~Subd.4 - Participation - A salary reduction authorization agreement must be completed by the eligible Principal prior to August 1st proceeding the school year in which the Principal begins participation in the matching contributions plan. District #200 Principals who are covered under the Severance Pay provisions of Section 1 of this Article may choose to participate in the matching contributions plan 403b/457. If a Principal chooses to participate in the matching contributions plan 403b/457, all severance payments described in Section 2 of this Article are forfeited and the Principal may not later move to that type of arrangement. Principals on unpaid leaves may not participate in the matching contributions plan 403b/457 during the inclusive dates of said leave.~~

Section 24 - Severance Pay - Unused Sick Leave Days

~~In addition to the severance pay provided pursuant to Section 2 of this Article Matt Esterby a Principal shall be eligible to receive, upon the Principal's his retirement, the amount obtained by adding the Principal's his unused number of sick leave days, not to exceed the annual number of days specified in the individual Principal's contract at the time of retirement. For Principals who elect the deferred compensation option described in Section 3 of this Article, tThe maximum number of unused sick days that may be compensated is obtained by subtracting 80 days from the total number of days specified in his their 2015-2016 annual contract. The maximum number of days paid will be as follows: Any principal hired after August 1, 2012 will not be eligible for severance Pay Unused Sick Leave under this Article, and will only have the 403(b)/457 matching contribution option.~~

232 Contract days = Maximum of 152 unused sick days
207 Contract days = Maximum of 127 unused sick days

~~Note: Daily Rate of Pay is capped at the 2015-16 daily rate at the 5+ Years' Experience step.~~

Section 35 - Calculating Daily Rate of Pay

In applying the provisions of, Sections 1 ~~and, 2, and 3~~ of this Article, the daily rate shall be ~~\$513.13 calculated by dividing the annual total salary by the number of work days employed:~~

~~232 Contract days~~

~~207 Contract days~~

Section 45 - Health Care Savings Plan Contributions

~~Subd. 1 – In addition to other severance benefits provided in this Article, Matt Esterby shall be eligible to All principals, hired on or before August 1, 2012, will receive \$6,000 annually to be placed into the Principal'shis~~ Minnesota Health Care Savings Plan account.

~~Subd. 2 – All principals, hired after August 1, 2012, will not receive any allocation toward the Principal's Minnesota Health Care Savings Plan account.~~

Section 58 - Penalties

In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

Section 6 - Payment of Severance Compensation

Severance Compensation shall not be granted to ~~any Principal~~ Matt Esterby if he ~~who is~~ discharged for cause by the District. ~~Payment of severance under this Article will be contributed to Principals who retire during the period covered by this contract will participate in a qualified Special Pay Deferral Plan and a Health Care Savings Plan.~~ On the first business day after the final date of employment in ~~the~~ District ~~#200~~, the amounts of the compensation specified in ~~Section 6~~, Subd. 1, below, will be transferred by the District to such plans on behalf of ~~the retiring Principal~~ Matt Esterby.

~~Subd. 1 – For those employees who receive both accumulated sick leave and severance days, 100% Severance Compensation will be transferred to a Special Pay Deferral Plan and 0% will be transferred to a Health Care Savings Plan. For those employees only Matt Esterby will receive accumulated sick leave days of which, 0% of the Severance Compensation will be transferred to a Special Pay Deferral Plan and 100% will be transferred to a Health Care Savings Plan.~~

~~Subd. 2 - In the event of the death of an employee who is eligible for severance pay under the provisions of this Article, the spouse of the employee shall be eligible for the severance pay. In such case, payment of severance shall be made in accordance with state and federal law.~~ The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

Section 7 - Participation in Insurance Plans Upon Retirement for ALL Principals

~~Subd. 1 - A Principal who retires under the terms of PERA or TRA, and of this contract shall be eligible for medical/hospitalization benefits.~~

~~Subd. 2 - The Principal shall be eligible to continue participation in the District medical/hospitalization plan.~~

~~Subd. 3 - After 10 years of continuous service and reaching the age of 55 the Principal shall receive a lump sum dollar amount that will be placed into the principal's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by taking the single premium insurance cost of the Comp Basic Insurance plan for the last year in which the principal worked, multiplied by a maximum of eight years, or the number of years remaining until the individual reaches the age of 65, whichever is less.~~

~~Section 8 - Primary Insurance Coverage for Retired Principals~~

~~If a retiree obtains employment with an employer other than the District and said retiree is covered by a group medical/hospitalization plan or HMO, such coverage shall be considered primary.~~

ARTICLE XVII - DURATION

Section 1- Duration

Subd. 1 - This Agreement shall remain in full force and effect for a period commencing on July 1, 20242, through June 30, 20264. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 20264, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

Subd. 3 - This contract is subject to the provisions of M.S. 122A.40, et seq., and to all applicable statutes and rules of the State of Minnesota pertaining to qualification, licensure, employment, termination, and discharge.

Subd. 4 - This document is a continuing contract and shall remain in full force and effect, except as modified by the mutual consent of the District and the Principal, when superseded by a new contract, or if terminated as provided by law or by written resignation.

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

For Hastings Principals' Association
Hastings Public Schools (ISD 200)
Hastings, MN 55033

For Independent School District No. 200
1000 - 11th Street West
Hastings, MN 55033

Paul Bakker, Negotiator

~~Lisa Hedin~~Carrie Tate, School Board Chairperson

Scott Doran, Negotiator

~~Robert McDowell~~Tammy Champa, Superintendent

Matt Esterby, Negotiator

~~Steve Kovach~~Ryan Wynn, Negotiator

Date

Date

APPENDIX A**High School Principal (52 Weeks)**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$142,723	\$145,690	\$148,657	\$151,624	\$154,591
2023-2024	\$145,578	\$148,604	\$151,630	\$154,657	\$157,683

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2024-2025	\$149,945	\$153,062	\$156,179	\$159,297	\$162,413
2025-2026	\$154,443	\$157,654	\$160,864	\$164,076	\$167,285

Middle School Principal (52 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$135,406	\$138,306	\$141,207	\$144,107	\$147,008
2023-2024	\$138,114	\$141,072	\$144,031	\$146,989	\$149,948

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2024-2025	\$142,257	\$145,304	\$148,352	\$151,399	\$154,446
2025-2026	\$146,525	\$149,663	\$152,803	\$155,941	\$159,079

Elementary School Principal (52 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$130,686	\$133,526	\$136,367	\$139,208	\$142,049
2023-2024	\$133,299	\$136,197	\$139,095	\$141,992	\$144,890

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2024-2025	\$137,298	\$140,283	\$143,268	\$146,252	\$149,237
2025-2026	\$141,417	\$144,491	\$147,566	\$150,640	\$153,714

High School Assistant Principal (52 Weeks)**High School Assistant Principal/Athletic Director (52 Weeks)**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$122,510	\$125,170	\$127,830	\$130,489	\$133,149
2023-2024	\$124,960	\$127,673	\$130,386	\$133,099	\$135,812

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2024-2025	\$128,709	\$131,503	\$134,298	\$137,092	\$139,886
2025-2026	\$132,570	\$135,448	\$138,327	\$141,205	\$144,083

High School Assistant Principal (41.4 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$109,309	\$111,682	\$114,055	\$116,428	\$118,801
2023-2024	\$111,495	\$113,915	\$116,336	\$118,756	\$121,177

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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<u>2024-2025</u>	<u>\$114,840</u>	<u>\$117,332</u>	<u>\$119,826</u>	<u>\$122,319</u>	<u>\$124,812</u>
<u>2025-2026</u>	<u>\$118,285</u>	<u>\$120,852</u>	<u>\$123,421</u>	<u>\$125,989</u>	<u>\$128,556</u>

Middle School Assistant Principal (52 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$116,446	\$119,042	\$121,637	\$124,232	\$126,827
2023-2024	\$118,775	\$121,423	\$124,070	\$126,717	\$129,364

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2024-2025</u>	<u>\$122,338</u>	<u>\$125,066</u>	<u>\$127,792</u>	<u>\$130,519</u>	<u>\$133,245</u>
<u>2025-2026</u>	<u>\$126,008</u>	<u>\$128,818</u>	<u>\$131,626</u>	<u>\$134,435</u>	<u>\$137,242</u>

Middle School Assistant Principal (41.4 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$103,898	\$106,214	\$108,530	\$110,845	\$113,161
2023-2024	\$105,976	\$108,338	\$110,700	\$113,062	\$115,424

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2024-2025</u>	<u>\$109,155</u>	<u>\$111,588</u>	<u>\$114,021</u>	<u>\$116,454</u>	<u>\$118,887</u>
<u>2025-2026</u>	<u>\$112,430</u>	<u>\$114,936</u>	<u>\$117,442</u>	<u>\$119,948</u>	<u>\$122,454</u>

FOOTNOTES:

- ~~Joe Haas annual rate of pay grandfathered at \$128,733 for 2022-2023 and \$131,307 for 2023-2024~~
- ~~Pam Johnson annual rate of pay grandfathered at \$106,96 for 2022-2023~~
- ~~Chris Moore annual rate of pay grandfathered at \$109,036 for 2022-2023~~

Administrative Educational Credit:

Earned Doctorate* = \$1,000 added to base salary (*pro-rated based on full time FTE*).

Earned Specialist Degree** = \$500 added to base salary (*pro-rated based on full time FTE*).

*Must be from a properly accredited institution.

**Must provide evidence of Specialist Degree via Diploma or College Transcript.

MEMORANDUM OF UNDERSTANDING - SICK LEAVE BANK

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and the Principals' Association (hereinafter referred to as the "Association").

WHEREAS, the District and the Association mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District; and

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 20242-20264 Master Agreement and continue until the ratification of the 20264-20286 Master Agreement, with the following terms:

1. Purpose

- a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

2. Membership

- a. Employees shall contribute a maximum of one day of sick leave during the donation period to be eligible for the Sick Leave Bank.
 - i. Employees who do not contribute one sick day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
- b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
- c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
- d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
- e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
- f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick/ESST leave accrual, and other paid leave available to them (i.e. ~~essential leave, vacation, etc.~~discretionary leave), and
- b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
 - i. Need leave to meet the waiting period for Long Term Disability; or
 - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or

- iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
 - iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
- c. Written verification by the attending physician is required.

4. Maximum Eligibility

- a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

5. Exclusions

- a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
- b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
- c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

6. Part-time Employees

- a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

7. Administration

- a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
- b. The Sick Leave Bank will be administered by the Human Resources Department
 - i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Association representative, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.
 - ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

Hastings Principals' Association

Independent School District #200

For the Principals

For the District

Date

Date