

MASTER AGREEMENT

between

**HOPKINS SCHOOL DISTRICT
NO. 270**

and the

**HOPKINS ASSOCIATION OF SCHOOL
ADMINISTRATORS**

2021-2023

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ARTICLE 1. PREAMBLE-DEFINITIONS

1.01 Preamble.

It is the goal of the superintendent to establish a special relationship with the Hopkins Association of School Administrators. In pursuit of this goal, the Superintendent recognizes the need Administrators have to be fully informed and to counsel with the Superintendent on issues that affect the operation and direction of the schools. To this end, the Superintendent will meet periodically with Administrators to discuss issues of mutual concern.

1.02 Definitions

1.021 "Employer" shall mean the School Board of Independent School District No. 270, or its designee.

1.022 "School Board" shall mean the School Board of Independent School District No. 270, or its designee.

1.023 "Administrators" shall mean personnel included in the unit stipulated in Article 2.

1.024 "Superintendent" shall mean the Superintendent of Schools, or designee.

1.025 "Association" shall mean the Hopkins Association of School Administrators (HASA).

ARTICLE 2. APPROPRIATE UNIT

2.01 The Employer recognizes the Hopkins Association of School Administrators as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all Administrators employed at least one-half time in the positions enumerated in Article 2.02, including such other positions as agreed on by the parties or included pursuant to the provisions of Article 2.03.

2.02 Positions included within the Administrators' appropriate unit are as follows:

- Principals, Associate Principals, and Assistant Principals as defined in PELRA.
- Academic Deans

2.03 In the event there is a dispute as to whether a particular position is to be included or excluded from the Administrators' appropriate unit, on which the parties cannot reach agreement, either party to this Agreement may institute proceedings before the Bureau of Mediation Services pursuant to the provisions of PELRA.

ARTICLE 3. SCHOOL BOARD RIGHTS

3.01 Except as limited by a provision of this Agreement, the Employer shall have the right to take any action it deems appropriate in the management of the school and the direction of the work force. The Employer reserves the right to: reprimand or otherwise discipline Administrators for just cause; hire, promote, transfer, and assign Administrators to work; maintain the efficiency of Administrators; close down school buildings or any part thereof or expand, reduce, alter, combine, transfer, assign or cease any job, department operation or service; control and regulate the use of equipment and other property of the Employer, determine the number, location and operation of schools, and divisions and departments thereof, the assignment of work and the size and composition of the work force, make or change rules, policies, or practices not in conflict with the provisions of this Agreement; introduce new or improved research, development, maintenance, service methods, materials and otherwise generally manage the school district, and direct the Administrators, except as modified or restricted by provision of this Agreement.

3.02 The Administrators recognize that all employees covered by this Agreement shall perform lawful services prescribed by the Employer and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district, and the Administrators also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders do not conflict with the terms of the Agreement.

3.03 **Reservation of Management Rights.** The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other statutory and inherent management rights and management functions and all management functions not delegated in this Agreement are reserved to the Employer. The Employer's non-exercise of any function hereby reserved to it, or its exercising any function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE 4. COMPENSATION (See Addendums C and D)

4.01 Placement on Salary Schedule. Administrators who are employed during the term of this Agreement shall be placed in the salary range for their position, at their respective level of educational training and past experience. Addendum C contains the salary ranges for the term of this Agreement.

4.011 The Employer may, at its discretion, grant credit for prior administrative experience.

4.02 Compensation. Based on placement, set out in Article 4.01 above, Administrators shall receive basic compensation determined as follows:

4.021 Each Administrator shall work the following duty year:

Associate Elementary Principal	48 weeks (240 days)
Associate Junior High Principals	48 weeks (240 days)
Associate Senior High Principals	48 weeks (240 days)
Assistant Senior High Principal	40 weeks (200 days)
Assistant Junior High Principal	40 weeks (200 days)
Assistant Elementary Principal	40 weeks (200 days)
Elementary Principals	48 weeks (240 days)
Secondary Principals	48 weeks (240 days)
Academic Dean	40 weeks (200 days)

4.022 The Employer reserves the right to withhold experience increment advancement for cause.

4.023 All part-time Administrators covered under the terms of this contract shall receive salary and fringe benefits directly proportional to their administrative assignment.

4.024 The Employer reserves the right at its sole discretion, to advance an Administrator within the salary range. Such advancement may be based on, but is not limited to the following criteria: recognition of significant education or skill improvement; the successful undertaking of new responsibilities or tasks; the resolution of equity issues; and such other criteria as the District may establish. Specific reasons and criteria for the advancement will be communicated to the individual being moved and to the HASA President

4.03 Educational Advancement. Administrators on the salary schedule shall be compensated for the actual cost up to \$600 dollars for all approved graduate credits earned. Graduate credits

would include those used for licensure programs, specialist programs or doctorate programs. Qualifying graduate credits would also include those noted in 4.06.

4.04 Experience Increments. Administrators are to be advanced one (1) step increment on the salary schedule, subject to the provisions of Article 4.023, based on the number of continuous full duty years completed with the Employer until the maximum is reached.

4.041 For the purpose of advancement on the salary schedule, a completed full duty year is set forth in Article 4.021.

4.042 Administrators completing fifty (50) percent or more of assigned duty days, as set forth in Article 4.021 shall be given credit for one (1) year of experience for advancement purposes.

4.043 Administrators completing less than fifty (50) percent duty days as set forth in Article 4.021 shall receive no advancement.

4.044 Administrators currently having an experience increment advancement date which is effective during the duty year shall continue to advance as of their established increment advancement date.

4.05 Paydays. The annual salary shall be paid in twenty-four (24) equal payments. Payment shall be made on the 15th and 30th of the month. When the 15th and 30th do not fall on a duty day, payment shall be made on the last duty day prior to the 15th and 30th.

4.06 Validation of Credits. It is necessary to file in advance a credit request form, receive approval from the Superintendent and document successfully complete all course work that will be applied toward salary credit. Graduate course work for salary credit must be in an area that is to be used by the Administrator in performing assigned duties or in an area approved by the Superintendent that meets the present or future needs of the Employer. It is the Administrator's responsibility to file an application in the Superintendent's office for any change in salary status, including a transcript of records and verification that this work has been completed.

4.07 Tax Sheltered Annuity. It is agreed by HASA and the Hopkins School District that, for the duration of this contract, administrators will be eligible for up to a four thousand two hundred fifty dollars (\$4,250.00) matching contribution for the 2021-2022 school year and up to five thousand dollars (\$5,000.00) matching contribution for the 2022-2023 school year to the District's 403b program. An administrator will be eligible for this if the administrator contributes to a 403b account during the course of the contract year. Should the administrator contribute less than the maximum amount, the District will provide an amount matching the employee's contribution. The matching contribution will be deposited into the administrator's 403b account on the June 30th

payroll. Should the District develop a per-check matching ability, that will be the preferred method of payment, once established.

Any employee that chooses to not receive matching funds will be eligible for an additional three (3) leadership days. Those leadership days will accrue at the beginning of the contract year, and must be used in the contract year. These days will not carry over into the subsequent contract year.

ARTICLE 5. ADMINISTRATOR'S RIGHTS

- 5.01** The Employer shall not interfere with the right of Administrators to join or participate in the Association. The Administrators shall not interfere with the right of Administrators not to join or participate in the Association.
- 5.02** The Association shall have the right to request the use of the facilities and equipment of the Employer at reasonable times when such facilities and equipment are not in use. The Employer shall establish a list of charges for the cost of using equipment or facilities whenever the use of such equipment or facilities results in an additional cost to the Employer.
- 5.03** The Employer shall allow the Association reasonable use of the Employer's mail service including e-mail and the Administrators' mailboxes for communication with its members.
- 5.04** The Employer agrees to deduct from Administrators' salaries payments to the Hopkins Independent School Employees Credit Union pursuant to the Administrator's written authorization for such deductions. The Administrator agrees to indemnify and save harmless the Employer for deductions made pursuant to the terms of this Agreement.
- 5.05** All evaluations and files generated within the school district relating to each individual Administrator shall be available during regular school business hours to each individual Administrator on his written request. The Administrator shall have the right to reproduce any of the contents of the files at the Administrator's expense and to submit for inclusion in the file written information in response to any material contained therein; however, a school district may destroy such files as provided by law.

ARTICLE 6. LEAVES OF ABSENCE

6.01 Sick Leave. An annual sick leave allowance of fifteen (15) paid days of absence shall be granted to each Administrator as of the first day of the school year and may be used immediately.

6.011 Use of Sick Leave*. Sick leave may be used for personal illness or injury, serious illness or injury in the Administrator's immediate family, a death in the Administrator's immediate family, or to attend the funeral of a relative or friend.

6.012 Definition of Immediate Family. The immediate family shall be defined as the Administrator's spouse, child, adult child, brother, sister, parent, guardian, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, son-in-law, daughter-in-law, uncle, aunt, niece, nephew, step-parent, or a person living in the household of the administrator. The parties recognize that special relationships may exist in blended families, or other such relationships, not captured within the definition of "immediate family." In such situations, administrators should request special consideration for a leave and specify the circumstances to be considered for approval by their immediate supervisor.

6.013 Accumulation. Unused sick leave allowance may be accumulated to an unlimited amount.

6.014 Termination of Employment. In the event the Administrator does not complete the normal duty year, except for going on an approved leave of absence, the sick leave allowance shall be one and a quarter (1.25) days earned for each complete month of duty, and if more sick leave has been used than earned, the Administrator shall reimburse the Employer for such absence.

6.015 Administrators in the first five (5) years of employment in the School District who exhaust accumulated sick leave before receiving Long-Term Disability benefits shall be granted additional sick leave days until becoming eligible and being accepted for Long-Term Disability coverage.

6.016 An Administrator who is unable to perform administrative duties because of an injury, which occurs as a result of a duty-related assault and battery, shall be entitled to his/her salary without sick leave deduction to a maximum of sixty (60) duty days.

6.017 Administrators who are eligible for Worker's Compensation benefits shall have the right to use accumulated sick leave in an amount necessary to equal the Administrator's daily salary income.

6.0171 Accumulated sick leave shall be deducted in a prorated amount based on the difference between the Worker's Compensation payment and the Administrator's daily salary income.

*The Employer and Association agree that the use of sick leave will be capped at 20 days for all immediate family with the exception of an employee's child.

6.02 Professional Leave. Administrators may apply for and be granted one (1) day of professional leave without loss of compensation for visitation. Additional days are subject to the approval of the superintendent.

6.021 Administrators may attend professional conferences and workshops, subject to the approval of the Superintendent and shall be reimbursed for necessary expenses in accordance with Article 7.

6.022 Administrators required to attend professional conferences and workshops by the Employer shall suffer no loss of salary compensation for the duty days of absence and shall be reimbursed for necessary expenses, pursuant to District policy.

6.03 Jury Duty Leave. Administrators called for jury duty shall suffer no loss in compensation from the Employer, but the fees received for serving on jury duty, excluding travel and meal expense, shall be refunded to the Employer by personal check.

6.04 Personal Leave. Administrators may be absent up to three (3) days during any one regular school year for necessary absence required for the transaction of personal business, which cannot be completed outside school duty hours. Unused personal days may be carried over into the next year up to a maximum of four (4) days.

Activities that do not qualify include vocational activities or negotiations for change in regular employment.

If the specific reason for which the personal leave is being requested is considered by the Administrator to be personal and confidential in nature, the Administrator shall have the option of certifying in writing that such reasons meet the established criteria.

6.05 Sabbatical Leave. The Board may grant a sabbatical leave of absence for the purpose of professional self-improvement and benefit to the Employer through study or research pursuant to District policy and state statute. To be eligible for consideration an Administrator shall:

- 6.051** Have completed six (6) full continuous years of service with the Employer.
- 6.052** Agree in writing to return to administrative duties with the Employer for at least two (2) full continuous years. If the Administrator's service is discontinued for any reason other than because of incapacity to work before the expiration of the two (2) years, the Administrator shall pay back to the Employer the prorated part of the sabbatical allowance.
- 6.06** **Military Leave.** An unpaid military leave of absence shall be granted Administrators in accordance with applicable State and Federal Laws.
- 6.07** **Injury and Emergency Leave.** An Administrator must, upon request, be granted a leave of absence, without pay or fringe benefits, for up to twenty- four (24) months in case of injury or other emergency. Nothing herein shall limit the School District's right to proceed under MN. Stat. 122A.40.
- 6.08** **Child Care Leave of Absence.** An unpaid childcare leave of absence shall be granted Administrators in accordance with applicable State and Federal laws.
- 6.09** **Return to Employment from Unpaid Leaves.** An Administrator who takes a leave of absence pursuant to the terms of Article 6.07, 6.08 or 6.09 shall be reinstated in the position which the member held prior to taking the leave, or to a comparable position for which the member is licensed, unless the administrator had been previously discharged or placed on unrequested leave.
- 6.091** An Administrator who fails to return to duty at the expiration of absence shall waive all rights to reemployment unless an extension of leave has been requested and granted.
- 6.092** An Administrator returning to work from a leave of absence pursuant to the terms of this Article shall be placed on the same position of the salary schedule as the Administrator was on at the time the leave was taken.
- 6.093** Insurance programs may be maintained in force, subject to the terms and conditions between the appropriate insurance carrier and the Employer, while Administrators are on official leave pursuant to Article 6.07, 6.08, or 6.09. The Administrator shall pay the premiums for such benefits.
- 6.10** **Leadership Days.** An Administrator under the HASA agreement can trade off up to five additional days identified as *leadership days* to compensate for responsibilities associated with providing leadership in specified areas. The documentation of how these leadership days are accounted for will be part of the annual goal setting

process with the Administrator's supervisor by estimating the amount of time this leadership in given areas will consume. Activities associated with these leadership days can be either on the district level or at the site level. The tracking of these days will be handled in a similar fashion as non-contract days.

ARTICLE 7. PROFESSIONAL DEVELOPMENT

- 7.01 Professional Development Fund.** A professional development fund of two thousand eight hundred ninety seven (\$2,897) dollars shall be provided for each administrator effective at the beginning of the annual contract.
- 7.011** The use of dollars shall be for the specific purpose of advancing an administrator professional education and/or training.
- 7.012** Control of these dollars remains with each individual administrator.
- 7.013** Prior authorization is, however, required by the administrator's supervisor(s).
- 7.02 Professional Associations.** Administrators elected or selected to serve on Regional, State or National professional association committees, boards or as officers, shall, upon approval of the Superintendent and notification of the School Board, be granted the necessary and reasonable time to perform the attendant duties.
- 7.021** Administrators will be reimbursed from the Professional Development Fund for the cost of dues of approved professional associations.
- 7.03 Professional Conferences.** Administrators may attend professional educational conferences, subject to the approval of the Superintendent, including one national conference per year.
- 7.031** The expenses of attendance shall be reimbursed out of the fund established in Section 7.01. An administrator may carry over up to 1/2 of the unused balance of the annual amount into the following year.
- 7.032 Advances.** Funds for transportation, meals, lodging, or auto expenses may be drawn in advance of the actual conference upon request to and approval of the approving agent. Advance conference registration fees shall be paid, if requested.

ARTICLE 8. INSURANCE

8.01 Medical/Dental Allowance. The employer shall provide a medical/dental allowance of \$16,500.00 per Administrator for 2021-2022 and \$17,500.00 for 2022-2023. The unused portion of the medical/dental allowance, up to a maximum of \$3,500, shall be deposited into a VEBA account established by the School District. The employer will also sponsor a Flexible Spending Plan, pursuant to the provisions of Section 125 of the Internal Revenue Code, which will provide for the payment of hospital/medical or dental insurance premiums as defined in Article 8.011 and reimbursement of eligible health care expenses as defined in Article 8.012. Reimbursements for all such employee expenses shall be administered through the Flexible Spending Plan.

8.011 Hospital-Medical Insurance. The Employer shall make payment for premiums for single or family coverage for any insurance program or health maintenance organization program or dental insurance program that is made available to district employees. Eligibility for insurance coverage shall be determined by the insurer or the health maintenance organization program.

8.012 Other Eligible Medical Care Expenses. Those expenses eligible for reimbursement shall be health care expenses not covered by insurance and defined by the Flexible Spending Plan document, such as X-rays, drugs and medicines, hospital services, medical equipment and supplies, eye glasses and related optical services, dental work including oral surgery, orthodontic work and related dental services, and all other medical care expenses as defined in Section 213 (d) of the Internal Revenue Code as amended.

8.013 VEBA Contribution. The District shall offer a high deductible, health insurance plan to members of HASA. HASA members who elect to enroll in such a plan shall receive an annual contribution to a Voluntary Employees' Beneficiary Association (VEBA) account, which will be established by the Employer. The contributions to the VEBA account shall be available to the Employee for payment of Employee medical expenses.

For the 2021-2023 school years, the Employer shall contribute the following:

VEBA CONTRIBUTIONS		
	Low-Deduct	HOOP
2021-2022	\$600	\$1,800
2022-2023	\$600	\$1,800

- 8.02 Long-Term Disability Insurance.** The Employer shall contribute one hundred (100) percent of the monthly premium cost of the income disability plan subject to the conditions and specifications of the contract between the District and the insurance carrier.
- 8.021** The plan shall provide an insured income benefit equal to sixty-six and two-thirds (66-2/3) percent of the Administrator's salary, but the benefit amount shall not exceed ten thousand five hundred fifty six (\$10,556) dollars per month. Benefits under this plan will commence after a sixty (60) duty day waiting period. The provisions of this benefit are subject to all terms and conditions of the insurance contract.
- 8.022** Administrators with sick leave accumulation in excess of sixty (60) days may, at the Administrator's option, be paid thirty-three and one-third (33-1/3) percent annual contract income by the Employer until sick leave is exhausted at the rate of one-third (1/3) day per day of absence.
- 8.023** Any changes in the benefit provisions of the income disability program between the insurance carrier and the Employer as of July 1, 1985, shall be subject to bargaining between the Association and the Employer.
- 8.03 Term Life Insurance.** The Employer shall provide a term life insurance program in an amount, which doubles to the nearest one thousand (1,000) dollars of each Administrator's annual salary as of July 1 of each duty year.
- An administrator may choose, at his/her discretion, to carry term life insurance coverage equal to their annual salary, to the nearest one thousand (\$1,000) dollars as of July 1 of each duty year. If an administrator chooses an option less than the option that doubles the Administrator's annual salary, the difference in premium cost to the employer shall be applied to the administrators Medical/Dental allowance. Up to twenty-five (25) percent of the Administrators may choose to limit the amount of their term life insurance to fifty thousand (50,000) dollars. At the Administrator's option, and at no additional cost to the Employer, a provision will be available for each Administrator to enroll in a participating life policy if made available by an insurance carrier.
- 8.031** Those who choose not to accept coverage in excess of \$50,000 may elect to receive a salary payment equal to the savings to the Employer (i.e. annual salary x 4 - \$50,000/1,000 x current life insurance rate x 12 months.)
- 8.04 Insurance Coverage.** Administrators, separating from employment during a duty year, shall be covered by the insurance program through the month of their last duty day.

ARTICLE 9. SEVERANCE/RETIREMENT

9.01 Severance. Administrators shall receive a credit of ten (10) days salary for each year's administrative experience in the District.

The maximum benefit under this provision shall be an amount equal to 50% of the Administrator's annual administrative salary. For the purposes of this section, salary shall be defined as the highest salary received from the District by the Administrator. This credit shall be payable as follows: Administrators accessing severance only and not in combination with Retirement Incentive shall receive 50% upon separation from the District and 50% at the beginning of the next calendar tax year. Administrators accessing both retirement and severance, shall follow the retirement schedule for payout as shown in section 9.033. Deferred payment shall not accrue interest. Benefits accrued hereunder shall accrue to beneficiaries.

9.02 Administrators assigned non-administrative positions in the District shall retain the benefits provided by Article 9.01, which have been earned by the individual while employed as an Administrator. Administrators who are assigned non-administrative positions shall not be eligible for continued accrual of the benefits provided in Article 9.01 while performing the non-administrative duties.

9.03 Retirement Severance Incentive Program. A Retirement Severance Incentive Program shall be offered to Administrators meeting the eligibility criteria of Article 9.031. An administrator who has a minimum of 80 days or more of accumulated sick leave or approved worked non-contracted days at the time of severance will receive 50% of the Administrator's annual administrative salary. An administrator who has between 60 and 79 days at the time of severance will receive 75% of the 50% of the Administrator's annual administrative salary as defined in Article 9.01. The maximum benefit under this provision shall not exceed 50% of the administrator's annual salary. For the purposes of this Article 9.03, the number of duty days equals 240.

Subject to the approval of the Superintendent, Administrators may accumulate ten (10) days of approved worked non-contracted days per year toward their Retirement Severance Incentive grant.

9.031 Eligibility. Any administrative employee is eligible to participate in the District's Retirement Severance Incentive grant Program if the Administrator:

- a. has at least fifteen (15) total years of full-time service and at least ten (10) years of service in District 270;

- b. has attained at least the age of fifty-five (55) by June 30 of the school year during which the application is made;
- c. has submitted a letter of resignation and request for the Retirement Severance Incentive grant by February 1, to the School Board, to become effective at the end of that school year.

9.032 Amount of Grant. If an Administrator has met the criteria stated in Article 9.031, the District shall provide the Administrator a contract for termination of services and payment of a Retirement Severance Incentive grant. Such grant shall be as defined in 9.03.

9.033 Members of HASA with military service that does not qualify under Minnesota's T.R.A. will be able to use that service to extend their entitlement under the retirement program. All such active duty up to a maximum of four years may be subtracted from the member's current age to determine an adjusted retirement age under the provisions of this section. Veterans must submit a copy of their Separation Notice (DD-214) to the School District's Human Resources Office so that the period of eligibility can be verified for each person who qualifies. The date of qualification will be calculated for each member who is eligible and will be attached as an addendum to this master agreement.

9.0331 With approval of the Superintendent, Administrators may accumulate ten (10) approved worked non-contracted days per year towards the Retirement Grant.

9.0333 In the event of the death of an Administrator who has selected the retirement option and the option has been approved by the School Board as stipulated in Article 9.031, accrued benefits shall be payable to the Administrator's beneficiary.

9.0334 Any Administrator who is eligible and retires from the School District under the provisions of Article 9.03 after attaining the age of fifty-five (55) and who is carrying hospital-medical/dental insurance during their last year of employment will continue to receive these benefits as provided for by the current HASA contract until attaining the age of sixty-five (65), or until the Administrator becomes eligible for equivalent hospital-medical/dental benefits paid by another employer or is eligible for any State health program or is eligible for Medicare. In addition, the Employer will make term life insurance available to Administrators until age seventy (70) at group rate with the cost to be borne by the Administrator. In the event of the retired Administrator's death prior to attaining the age of sixty-five (65), coverage in effect for the surviving spouse shall be maintained by the Employer until the date upon which the Administrator would have attained the age of sixty-five (65).

9.0335 The School Board may at its discretion defer or accelerate retirement for up to two (2) years from the retirement date requested by eligible Administrators, provided, however, that the benefits accrued to such Administrators shall not be reduced by the School Board's action to defer or accelerate the date of retirement.

9.04 Payment. For Administrator's receiving severance only, with no Retirement Severance Incentive grant, payment of the severance amount shall be made in two equal payments. The first such payment shall be made at the time of separation from the District, and the second payment shall be made at the beginning of the next calendar tax year.

For Administrator's receiving both Severance and a Retirement Severance Incentive grant, the Administrator has the following payment options:

A: payment shall be made in 3 equal payments beginning on January 15 of the year following separation from the District. The second payment shall be made one year after the first, on January 15, and the third payment shall be made 8 months after the second, on September 15.

B: payment shall be made in 3 equal payments beginning on January 15 of the year following separation from the District. The second payment shall be made one year after the first, on January 15th, and the third payment shall be made January 15th of the second year following the first payment.

C: payment shall be made in a four-year plan that will divide the Severance and Retirement Severance Incentives over a four year period with each of the four payments made on January 15th. The first of these payments will be made on January 15th of the year following separation.

The benefit paid by the District under this Article 9 shall be paid into a VEBA and/or 401(a) trust established by the District. The payments into the trusts shall be made in accordance the payment allocation terms negotiated by HASA. (Please see the related Memorandum of Understanding). HASA shall be responsible for assigning Administrators to the negotiated payment allocation categories and for communicating such assignments to the District prior to the end of the duty year in which the Administrator will retire.

9.041 Deferred Payments. Payments deferred under any of the provisions of this Article 9 shall not accrue interest.

9.042 Accrued Benefits. In the event of the death of an Administrator after approval of retirement, but before any or all of the payments have been received, the benefits due under this Article shall be paid in accordance with the payment terms described in Article 9.04.

9.05 When articles 9.01 and 9.03 of this contract are combined, administrators promoted from a non-administrative teaching position shall be eligible for no less percent of salary than the teacher would have been eligible for under the teacher's retirement incentive program.

9.06 Notwithstanding any other provisions of this Article, the School District's maximum obligation under Article 9.01 and Article 9.03 for members of the bargaining unit shall not exceed the sum of \$300,000 in any fiscal year beginning with FY95.

In the event that applications of eligible Administrators from this bargaining unit submitted pursuant to Article 9.01 and Article 9.03 would otherwise constitute a liability to the School District in excess of the limitations as contained in this section, the amount each Administrator would be eligible to receive under the terms of these Articles shall be reduced to a proportionate share of the school district's annual liability. However, those Administrators, if any, receiving a reduced proportionate share in one fiscal year will have priority to and receive the remaining of the original amount due them in the following fiscal years prior to any Administrator resigning and eligible in the subsequent year.

ARTICLE 10. MILEAGE REIMBURSEMENT

10.01 Administrators shall receive reimbursement at the rate established by the District for approved travel inside and outside the school district.

ARTICLE 11. GRIEVANCE PROCEDURE

11.01 Definitions:

11.011 A "**grievance**" means a formal written claim or complaint by an Administrator involving the interpretation or application of this Agreement.

11.012 An "**aggrieved person**" is the person making the claim.

11.013 "**School Days**" means Administrator duty days. During the summer it shall mean all weekdays except legal holidays.

11.014 "**Superintendent**" means the Superintendent of Schools or designee.

11.015 "**Principal**" means the Principal of the building, either elementary or secondary.

11.016 "Employee" refers to any Administrator employed by Independent School District #270.

11.017 All notices may be filed electronically.

11.02 Purpose.

11.021 The purpose of these procedures is to secure, at the first administrative level, equitable solutions to problems, which may from time to time arise from the administration of this Agreement.

11.022 Nothing in these procedures shall limit the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration.

11.023 Any employee shall have the right to present any grievance through the channels designated for that purpose.

11.03 Informal Procedure.

11.031 If an employee feels that he/she has a grievance, he/she should first discuss the matter with the individual or group responsible for the grievance in an effort to resolve the problem informally.

11.032 An employee must have tried informal procedures (Article 11.03) in an effort to settle his grievance before the grievance can be brought to the Grievance Committee.

11.033 Informal resolutions of a grievance shall not become a District practice until stated by the Superintendent and approved by the School Board.

11.04 Level One - Principal's Level.

11.041 Filing of Grievance. If the Employee is not satisfied with the disposition of grievance at the informal level, or if no decision has been rendered within ten (10) school days after the informal discussion of the grievance, he/she may file the grievance in writing with the Principal or if the aggrieved person is a Principal, with the appropriate Director.

11.042 Meeting with Principal, Director, or Appropriate Supervisor. Within ten (10) school days after receipt of the written grievance by the Principal, Director or appropriate Supervisor, said Principal, Director, or appropriate Supervisor shall again meet with the aggrieved person and a representative of the Grievance Committee, if desired by the aggrieved person, in an effort to resolve the grievance.

11.043 Decision of the Principal, Director, or Appropriate Supervisor. Within ten (10) school days after the meeting with the aggrieved person, the Principal, Director, or appropriate Supervisor shall make his/her decision and communicate the same in writing to the aggrieved person.

11.05 Level Two - Superintendent's Level.

11.051 Filing of Grievance with Superintendent. If the aggrieved person is not satisfied with the disposition of grievance at Level One or if no decision has been rendered within ten (10) school days after written presentation of the grievance, he/she may file the grievance with the Superintendent within five (5) days.

11.052 Meeting with the Superintendent. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person and a representative of the Association Grievance Committee, if desired by the aggrieved person, in an effort to resolve the grievance.

11.053 Decision of the Superintendent. Within ten (10) school days after meeting with the aggrieved person, the Superintendent shall make a decision and communicate the same in writing to the aggrieved person.

The School Board and the Superintendent reserve the right to review any decision issued under Levels One or Two of this procedure provided the School Board or the Superintendent notify the aggrieved person of its intention to review within 20 days after the decision has been ordered. In the event the School Board or Superintendent reviews a grievance under this section, the School Board or Superintendent reserves the right to reverse or modify such decision.

11.06 Filing of Grievance with the Arbitration Panel.

11.061 If the aggrieved person is not satisfied with the disposition of the grievance pursuant to the provision of Article 11.053, or if no decision has been rendered within ten (10) duty days after written presentation of the grievance, the aggrieved person may institute arbitration proceedings within twenty (20) days according to the following conditions and regulations.

11.062 The grievance shall be submitted to arbitration before an arbitrator. In the event the Employer and the aggrieved person cannot agree upon the selection of the arbitrator within five (5) calendar days of an appeal as provided by Article 11.062, the Bureau of Mediation Services may be requested by either party to submit a list of five (5) persons from which the arbitrator shall be selected. The parties shall alternately strike one name from the list of five (5) names. The last remaining name shall serve as the arbitrator.

- 11.063** No decision shall be made by the arbitrator without the participation of the representative of both the aggrieved person and the Employer, unless, in the judgment of the arbitrator, either the Employer or the aggrieved person is unnecessarily delaying arbitration proceedings (and after due notice of such judgment by the arbitrator to both parties hereto), in which cases decisions may be reached without the participation of the party causing the delay.
- 11.064** The arbitrator shall be empowered, except as his/her powers are limited below, to make a final and binding decision in cases of alleged violation of rights expressly accorded by this Agreement. Limitations on the power of the arbitrator are as follows:
- 11.0641** The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.
- 11.0642** The arbitrator shall have no power to establish or change salary schedules or change or establish any fringe benefits or supplementary compensation.
- 11.0643** The arbitrator shall have no power to decide any question, which, under this Agreement, is within the right of management to decide, which shall include, but is not limited to, such areas of discretion of policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel, except as these rights may be especially conditioned by this Agreement.
- 11.0644** All fees and expenses of the arbitrator shall be shared equally by the Employer paying one-half (1/2) of such fees and expenses and the Administrator paying one-half (1/2). Each party to the arbitration procedures shall be responsible for compensation of its own representatives and spokesperson and all expenses incurred in preparing and presenting its arbitration case.
- 11.0645** The arbitrator shall have no right to require the Employer, the Association, or any employee to perform any act contrary to law or contrary to the provisions of this Agreement.

11.07 General.

- 11.071** No reprisal of any kind shall be taken against the aggrieved person by reason of such participation.

- 11.072** If an Administrator does not file a grievance in writing within thirty (30) school days after the Administrator knew or should have known the act or condition on which the grievance is based, then the grievance shall be waived.
- 11.073** The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- 11.074** All decisions rendered shall be in writing, dated, setting forth the decision and reason for the decision and transmitted promptly to the aggrieved person and to the Administrators at the other appeal levels.
- 11.075** All grievances shall be presented in writing and contain the following elements:
- 11.0751** Name of the aggrieved person
- 11.0752** Reference to the specific portion of the policy, which is at issue in the grievance.
- 11.0753** The nature of the grievance, when it took place and what informal actions were attempted to resolve it.
- 11.076** Any grievance arising from a decision or interpretation of policy made at a given level cannot be grieved at a lower level.
- 11.077** Nothing contained herein shall deprive any employee of the employee's legal rights.
- 11.078** Nothing contained herein shall limit or pre-empt the prerogatives of the School Board to take action in accord with other School Board Policies or statutes.
- 11.079** This grievance procedure cannot be used to process objections to actions or decisions of the Administration or School Board where other channels are available under School Board Policy or statute.

ARTICLE 12. SENIORITY AND CONTINUING EMPLOYMENT RIGHTS

- For the duration of this agreement the Employer and the Association agree that the Unrequested Leave of Absence memorandum supersedes Article 12.
- 12.01 Seniority.** Administrative Seniority is determined by number of years or fraction thereof that an individual has served as an Administrator in the school district.

12.02 Reassignment of Administrators. In the event that full-time administrative positions are abolished, discontinued, or reduced; full-time Administrators affected by such abolishment, discontinuance, or reduction shall be assigned to other administrative positions at the same or lower level for which they are qualified through licensure, seniority, and level of assignment. Full-time Administrators who are left without administrative assignments shall be assigned to teaching positions for which they are qualified through licensure and seniority.

In the event that less than full-time administrative positions are abolished, discontinued, or reduced; less than full-time administrators affected by such abolishment, discontinuance or reduction shall be assigned to other less than full-time positions for which they are qualified through licensure, seniority, and level of assignment.

Less than full-time Administrators affected by such abolishment, discontinuance, or reduction shall not be assigned to more administrative time than their previous position nor will the School District be required to split an administrative position in order to assign a less than full-time administrator. Less than full-time Administrators who are left without administrative assignments shall be assigned to teaching positions for which they are qualified through licensure and seniority.

12.021 For principals, "level" is defined as a principalship in the area of licensure or separately as an associate or assistant principalship in the area of licensure. Junior high and senior high assistant principals are at the same level, but at a lower level than associate principals and principals. Junior high and senior high associate principals are at the same level, but a lower level than junior high and senior high principals. For purpose of administering Article 12.01. "Level" shall be defined to include all secondary principals in a single level and all secondary associate principals in a single, separate, and lower level, and all secondary assistant principals in a lower level.

12.022 Step Down - Administrators shall be eligible for step down benefits under the following conditions:

1. A full-time Administrator affected by at least .5 F.T.E. reduction in a level of administrative assignment or time from one duty year to the next.
2. Less than full-time Administrators shall not be eligible for step-down benefits unless their annual part-time assignments are reduced by an amount, which is equal to or greater than .5 F.T.E. reduction.

12.23 Step-down benefits shall apply to salary and extensions of the work year, and shall exclude administrative fringe benefits. Administrative fringe benefits shall be directly proportionate to an administrative assignment as defined in Article 4.025.

STEP	SALARY	WORK YEAR
First year in reassigned position.	The actual salary of the former position salary minus thirty percent (30%) of the difference between the former salary and the one paid for the new position.	If the new position has a shorter work year, the Administrator on reassignment shall have a work year equal to the former position minus thirty percent (30%) of the difference in time between the two positions.
Second year in reassigned position.	The actual salary of the former position minus sixty percent (60%) of the difference between that salary and the one paid for the new position.	If the new position has a shorter work year, the Administrator on reassignment shall have a work year equal to the former position minus sixty percent (60%) of the difference in time between the two positions.
Third year in reassigned position.	Normal salary paid for reassigned position	Formal work year for the reassigned position

12.03 Re-entry to Former Position. In the event an Administrator has been reassigned due to discontinuance of an administrative position, the reassigned Administrator shall, for a four-year period from the effective date of the reassignment, be the first person to be appointed to the position that occurs within the category and level of responsibility of the position formerly held and for which the Administrator is licensed.

ARTICLE 13. MISCELLANEOUS

13.01 Administrative Work Year. The number of weeks worked by an Administrator shall be the work year stipulated for the position in accordance with Article 4.02.

13.011 Paid Holidays. The following days are to be paid holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- New Year's Day
- Memorial Day

In the event that the Employer designates one of the paid holidays as a workday for Administrators, the Employer shall designate an alternative date as a paid holiday.

In addition to the aforementioned holidays, Administrators may designate three (3) days of their choosing as paid holidays.

13.012 An Administrator may, if approved by the Superintendent, take a portion of approved worked non-contracted days during time school is in session.

13.013 An Administrator may carry over any approved worked non-contracted days of a contract year into the first six months of the following contract year and no more than fifty percent of the worked non-contracted can be carried forward into the second six months. Administrators are required to take days off to stay within this requirement. The status of non-contracted days must be reviewed by an administrator's immediate supervisor upon receiving notification of severance. The maximum non-contracted days for which an administrator could be paid at the time of severance shall not exceed twenty-two (22) days. However, with approval of the Superintendent, Administrators may accumulate ten (10) approved worked non-contracted days per year towards the Retirement Grant.

13.024 Before recommending transfers or reassignments of Administrators, the Superintendent shall confer with the affected Administrator to provide for an exchange of views and reasons for the recommended action.

ARTICLE 14. DURATION AND RENEGOTIATION OF CONTRACT

14.01 Term of Contract. This Contract shall become effective as of July 1, 2021, and shall continue in full force and effect to and including June 30, 2023, or thereafter until a new Contract is agreed to.

14.02 Effect of Contract. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby superseded with the exception of Board resolution regarding severance pay adopted May 19, 1994.

14.03 Termination of Modification. Either party desiring to terminate or modify this Contract must notify the other party according to statutory requirements

14.04 Full Agreement. The Employer and the Association agree that this Agreement contains all of the terms and conditions of employment which have been arrived at and that the Employer shall not be obligated to provide or maintain any terms or conditions of employment not provided herein.

14.05 Pledge of Uninterrupted Service. No representative of the Association and no Administrator shall participate in a strike, which shall mean concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, or the slow-down or absence in whole or in part from the full, faithful and proper performance of the duties of employment.

14.051 No representative of the Association and no Administrator shall encourage, order, direct or participate in such practices as "working to rule" or "working to contract," the withholding of co-curricular, extra duty, extra responsibility, or extra curricular duties, or the withholding of properly assigned duties and obligations of employment and the Employer agrees that it shall not lockout Administrators.

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

**HOPKINS ASSOCIATION OF SCHOOL
ADMINISTRATORS**

**INDEPENDENT SCHOOL DISTRICT
NO. 270**

President/Chairperson

Chairperson

HASA Negotiations Representative

Superintendent

Director of Business Affairs

Dated on this _____ day of _____, 2022

Addendum A

Memorandum of Understanding: REBA

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “School District”) and the Hopkins Association of School Administrators (hereinafter referred to as “HASA”) as follows:

1. The School District and HASA are committed to establishing a Voluntary Employee Beneficiary Association (VEBA), as authorized under Section 501(c)(9) of the Internal Revenue Code, to provide health and welfare benefits to eligible HASA members.
2. The School District and HASA are committed to establishing a trust qualifying under Section 403(b) of the Internal Revenue Code (the “403(b) Plan”) to receive severance contributions.
3. Employees who retire must participate in either the VEBA or the 403(b) plan or both.
4. Under the terms of the parties’ Collective Bargaining Agreement, eligible Employees have earned a severance and retirement severance grant benefit (the “Benefit”). Pursuant to this Memorandum of Understanding, the District shall fulfill the Benefit obligation to a HASA member (the “Member”) by making payments under the following categories:
 - a. contribution to the 403(b) Plan on behalf of the Member in an amount equal to 100% of the Benefit for HASA members who sever their employment during the 2021-2022 calendar year; or,
 - b. contribution to the 403(b) Plan on behalf of the Member in an amount equal to 100% of the Benefit for HASA members who sever their employment during the 2022-2023 calendar year portion of this agreement.

Addendum B

Memorandum of Understanding: Unrequested Leave of Absence

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 at the close 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.

1. Definitions

- a. “Administrator”, shall mean a continuing contract principal, associate principal, assistant principal, or academic dean appropriately licensed.
- b. “Seniority” shall mean employment under a continuing contract as an administrator with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that an administrator on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.
- c. “Association” or “Unit” shall mean the recognized exclusive representative for administrators.

2. Establishment of a Seniority List

- a. 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 bargaining unit.
- b. All administrators will have a seniority date on the K-12 principal’s seniority list.
- c. Any administrator 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.
- d. In the event administrators have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification.
- e. An administrator who has held seniority as a full-time administrator shall continue to retain the original seniority date and hold seniority if such administrator becomes employed in a part-time position involving continuous service.

3. Placement on Unrequested Leave of Absence

- a. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many administrators 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 at the close of the school year. In the event an administrator 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.
- b. Administrators shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list, at their position level.
- c. Administrators may not assert a seniority right into a promotional position.
- d. For principals, "level" is defined as a principalship in the area of licensure or separately as an associate or assistant principalship in the area of licensure.

Junior high and senior high assistant principals are at the same level, but at a lower level than associate principals and principals. Junior high and senior high associate principals are at the same level, but a lower level than junior high and senior high principals.

For the elementary positions, the academic dean is at a lower level than the assistant principal who is at a lower level than the principal.

For purpose of administering Article 12.01. "Level" shall be defined to include all principals in a single level, all secondary associate principals in a single, separate, and lower level, all assistant principals in a lower level, followed by all academic deans.

- e. Administrators 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.

4. Reinstatement

- a. Administrators shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.
- b. The School Board shall maintain a recall list in accordance with this Article.
- c. No appointment of a new administrator shall be made while there is available, on unrequested leave, an administrator who is properly licensed to fill such vacancy at their previous level. The principals right to reinstatement shall terminate if the principal fails

to file with the board by April 1 of any year a written statement requesting reinstatement.

- d. Notification of available positions shall be by certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines an administrative position or fails to notify the Superintendent in writing of the principal's intentions within thirty (30) days of the date of notification, the administrator shall be removed from the recall list.
- e. An administrator 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 an administrator placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.
- f. The unrequested leave of absence shall not impair the continuing contract rights of an administrator or result in the loss of any benefits accrued under the Master contract while administrator was employed by the School Board.
- g. The unrequested leave of absence of an administrator who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the administrator fails to respond within thirty (30) days of the date of notification or until the administrator submits in writing a request to be removed from the recall list, whichever occurs first.

Signed: _____

Date: _____

For the Principals Association

Signed: _____

Date: _____

For the District

Addendum C
Salary Schedule

Step Schedule 2021-22							
Position	Weeks	Days	Step				
			1	2	3	4	5
Elementary Principal	48	240	\$131,148	\$135,148	\$139,148	\$143,148	\$147,148
Junior High Principal	48	240	\$138,086	\$142,086	\$146,086	\$150,086	\$154,086
Senior High Principal	48	240	\$147,799	\$151,799	\$155,799	\$159,799	\$163,799
Associate Junior High Principal	48	240	\$128,374	\$132,374	\$136,374	\$140,374	\$144,374
Associate Senior High Principal	48	240	\$130,728	\$134,728	\$138,728	\$142,728	\$146,728
Associate Elementary Principal	48	240	\$118,503	\$122,503	\$126,503	\$130,503	\$134,503

Step Schedule 2022-23

Position	Weeks	Days	Step				
			1	2	3	4	5
Elementary Principal	48	240	\$134,091	\$138,091	\$142,091	\$146,091	\$150,091
Junior High Principal	48	240	\$141,168	\$145,168	\$149,168	\$153,168	\$157,168
Senior High Principal	48	240	\$151,075	\$155,075	\$159,075	\$163,075	\$167,075
Associate Junior High Principal	48	240	\$131,261	\$135,261	\$139,261	\$143,261	\$147,261
Associate Senior High Principal	48	240	\$133,663	\$137,663	\$141,663	\$145,663	\$149,663
Associate Elementary Principal	48	240	\$121,193	\$125,193	\$129,193	\$133,193	\$137,193
Assistant Senior High Principal	40	200	\$107,083	\$111,083	\$115,083	\$119,083	\$123,083

In addition to the above amounts, Administrators are also eligible for an education stipend. The stipend amounts shall be as follows:

Educational Specialist:	\$1,500.00
Earned Doctorate:	\$2,500.00
Juris Doctor	\$2,500.00

Memorandum of Understanding: Salary alignment

Lump sum payments were negotiated for the following Administrators in the FY22 and FY23 to better align salary increases as a result of the change in the salary schedule. Payment shall be made at the end of the year of service during which the stipend is to be paid.

2021-22:

George Nolan - \$725.00
Kelly Tennison - \$2,660.00
Robert Ware - \$2,700.00

2022-2023:

George Nolan - \$2,000.00
Trenton Lawson - \$2,000.00

Addendum D

Memorandum of Understanding: Additional Stipend Payments

The following additional stipends are paid as applicable:

Dual Program stipend for Immersion Program at Eisenhower Elementary	\$1,000.00
Cell phone data plan	\$100.00/per year*

*Administrators not accessing this stipend are able to deposit this amount into their professional development fund at the end of the school year on June 30th.