MASTER AGREEMENT

BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 203

AND

THE HAYFIELD COMMUNITY SCHOOLS

PRINCIPALS' ASSOCIATION

July 1, 2024 - June 30, 2026

ARTICLE I

PURPOSE

Section 1. **Parties:** THIS AGREEMENT entered into between the school board of Independent School District No. 203, Hayfield, Minnesota (hereinafter referred to as the school district) and the Hayfield Community Schools Principals Association (hereinafter referred to as the exclusive representative) to provide the terms and conditions of employment for the school building principals during the duration of this Agreement.

ARTICLE II

EXCLUSIVE REPRESENTATIVE

Section 1. **Recognition:** The school district recognizes the Hayfield Community Schools Principals' Association as the exclusive representative of school building principals employed by the school district of Independent School District No. 203, which exclusive representative shall have those rights and responsibilities as prescribed in the provisions of this Agreement.

Section 2. **Appropriate Unit:** The exclusive representative shall represent all of the principals in Independent School District #203, Hayfield, Minnesota, as defined in this agreement.

ARTICLE III

DEFINITIONS

Section 1. **Terms and Conditions of Employment:** The term "terms and conditions of employment" means the duty days of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired principals or severance pay, and the District's personnel policies affecting the working conditions of the principals. In the case of principals, the term does not mean educational policies of the School District. The terms in both cases are subject to the provision of M. S. 179.66 regarding the rights of public employers and the scope of negotiations.

Section 2. **Principal:** The term "principal" shall mean all persons in the appropriate unit employed by the School Board in a position which the person must be certified by the State Board of Education as a principal, who comply with the provisions of M. S. 179A.03, Subd. 12, and who devotes more than 50% of their time to such administrative and supervisory duties, excluding the following: superintendent, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year, emergency employees and all other employees.

Section 3. **School District:** For purposes of administering this agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. **Principal:** Reference to principal in this Agreement shall mean both elementary and high school principals.

Section 5. **Other terms:** Terms not defined in this Agreement shall have those means as defined by P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. **Inherent Managerial Rights:** The parties recognize that the school district is not required to meet and negotiate on matters of inherent managerial policy.

Section 2. **Management Responsibilities:** The parties recognize the right and obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. **Effect of Laws, Rules, and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the school district whether or not specifically described in this contract and in a general job description. The parties further recognize that the school district, all employees covered by this Agreement, and all provisions of this 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. Principals shall furnish throughout the life of this Agreement a valid and appropriate continuing license to act as a principal in the State of Minnesota as provided by applicable state laws, rules and regulations. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and without force and effect.

ARTICLE V

PRINCIPAL RIGHTS

Section 1. **Right to View:** Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee 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 exclusive representative; 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 form and join employee organizations.

Section 3. **Personnel Files:** Pursuant to M. S. 125.12, Subdivision 5, as amended, all evaluations and files generated relating to each principal shall be available during regular school business hours to each individual principal upon the principal's written request. The principal shall have the right to reproduce any of the contents of the files at the principal's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

ARTICLE VI

COMPENSATION

Section 1. **Salary Rates:** The following salaries shall be paid for the academic contract years 2023-2024:

	Elementary Principal	High School Principal
2024-2025	$103,796.00	X
2025-2026	$105,872	X

Section 2. **Contract Days:** The Elementary Principal will have a 220-day contract per school year and the High School Principal will have a 220-day contract per school year. Principals shall perform services on those legal holidays as designated by the school board in its annual school calendar. The employees shall be on duty during any emergency, natural or unnatural, unless s/he is otherwise excused in accordance with the school board administrative policy.

Principals, in the event of a strike or other work stoppage by other groups of district employees, will consider him/her to be on duty for the purpose of carrying out board policy and insuring the safety of personnel and property. In no event will the compensation for a principal be halted or suspended due to strikes or work stoppage of other district employees. Any strike or work stoppage that makes it necessary for a principal to extend his/her work year will be compensated at the current daily rate.

Section 3. **Payment:** The salaries of the principals shall be paid in 12 equal installments during the period of this contract.

Section 4. **Travel Allowance and Job Related Expenses:** Authorized travel, approved by the Superintendent shall be by school owned vehicle or private automobile. Authorized travel by private automobile shall be reimbursed at the current IRS mileage allowance. Authorized related expenses may include parking; registration, meals, and lodging for attendance at functions required by the District, conference, or MSHSL rules.

Section 5. **Event Supervision:** Principals are expected to supervise 100% of educational and co-curricular after school events for their respective schools (Back-to-School, Parent-Teacher Conferences, Music Concerts, Kindergarten/Boost Parent Orientation, Etc.). Principals are also expected to supervise a minimum of fifteen (15) Extra-Curricular after school events (Athletic Events, Plays, Prom, Etc.), under the discretion of the Athletic Director or Superintendent. The rate of compensation paid to each principal will be set at a rate of $100.00 per event.

Section 6. **Family Pass:** Principals will receive a free family pass for athletic events each school year.

Section 7. **Honorariums:** Principals shall be allowed to engage in other employment, consultant service or other duty activity for which an honorarium is paid if it does not interfere with the full devotion of time and due diligence to the affairs and the activities of the school district.

Section 8. **Substitute Pay:** A principal who substitute teaches during his/her contract hours shall be compensated twenty dollars ($20.00) per clock hour.

ARTICLE VII

SEVERANCE PAY

Section 1. **10 years Plus:** Any principal leaving the employment of the District after having completed no less than ten (10) years of employment shall be entitled to severance pay according to the schedule found in Section 3 of this Article. Such severance pay shall be based on three-fourths (0.75) of the principal's current per diem rate of pay.

Section 2. **Years of Service and Sick Leave:** Each principal shall be credited with three (3) days for each year of service in the District and in addition, each principal shall be credited with his/her total amount of unused accumulated sick leave. Such service may be contributed to the maximum provided in Section 3 of this Article.

Section 3. **Maximum Entitlements:** A principal terminating employment after having completed no less than (10) years of employment with the District shall be entitled (as provided in Section 2) to a maximum of 150 days at age 50 to retirement. The severance payment shall be offset by any 403(b) match contributions (according to Article VIII, Section 8) the school district has already made on the principal's behalf while he/she was actively employed by the district.

Section 4. **Age Determination:** An employee's age shall be determined on the first (1st) day of July in the school year that the principal's employment is terminated.

Section 5. **Payments:** Severance pay shall be made to the principal or beneficiary in twelve (12) equal monthly payments commencing on January 20, of the following year.

Section 6. **Health Insurance Continuation:** On retirement, principals may continue to participate in the District major medical health insurance program with one hundred percent (100%) of the premium rate paid by the retired principal. All or a portion of the severance amount may be held in a fund by the District and dedicated to the payment of health benefits. The principal amount shall earn interest equal to the general saving rate provided by the MBTBank of Hayfield.

ARTICLE VIII

FRINGE BENEFITS AND OTHER PROVISIONS

Section 1. **Health, Hospitalization, Insurance:** The District shall provide principals and their dependents a health, hospitalization, insurance plan at the expense of the school district. The principal shall select the insurance plan/carrier from the district's current options.

Section 2. **Dental Insurance:** Employee option for out-of-pocket participation on the Delta Dental network Plan.

Section 3. **Life Insurance:** The District shall provide a term life insurance plan providing $75,000.00 of coverage, payable to the principal's named beneficiary.

Section 4. **Long Term Disability Insurance:** The District shall provide, at School District expense, long term disability coverage for the principals in the School District's group plan.

Section 5. **Liability Insurance:** The District shall provide an errors and omissions liability insurance policy covering the principal in the amount of the present policy. ($1,200,000.00)

Section 6. **Claims Against the District:** The parties agree that any description of insurance benefits contained in this section are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this section. It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by insurance carriers.

Section 7. **Professional Organization Fees:** The District shall pay for each principal the cost of membership in one (1) national organization and its state affiliates. The District shall pay for the annual Board of School Administrators fee.

Section 8. **Conferences and Meetings:** The District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the District. Principals shall attempt to advise the superintendent of all meetings and conferences that s/he will be attending and shall periodically report to the superintendent relative to all meetings and conferences attended. Each principal will be allowed attendance at a national convention once every two years. Itemized expense statements shall be processed and approved as provided by law. If a national convention is not attended, a principal may use the money for other professional growth experiences during that contract year.

Section 9. **Tax Sheltered Annuities:** Principals shall be eligible to participate in a tax sheltered annuity plan established pursuant to Section 403 (b) of the Internal Revenue Code, M.S. 123.35, Subd. 12 and school district policy. The district will match an employee contribution of two thousand two hundred ($2,200) per year starting the second year of employment for five years, two thousand eight hundred dollars ($2,800) for six to ten years of service and three thousand four hundred ($3,400) beginning at the eleventh year of employment, for a maximum of $3,400.

Years of Service	403b Contributions
1-5	$2,200
6-10	$2,800
11+	$3,400

ARTICLE IX

LEAVES OF ABSENCE

Section 1. **Sick Leave:** Principals shall earn sick leave at the rate of eighteen (18) days for each working year, which may be accumulated to a maximum of one hundred and eighty (180) days.
Section 2. **Emergency Leave:** Principals may be granted paid emergency leave during the school year at the discretion of the Superintendent.

Section 3. **Bereavement Leave:** Five (5) days will be allowed for each death in the immediate family. The first three (3) days will not be deducted from sick leave. The remaining two (2) days, if used, will be deducted from sick leave. Immediate family means the following related to either the principal or significant other: child and spouse, stepchild and spouse, ward, parent, stepparent, brother, brother-in-law, stepbrother and spouse, sister, sister-in-law, stepsister and spouse, grandparents, and grandchildren.

Section 4. **Disability:** If the Principal is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to sixty-seven percent (67%) of the Principal's regular salary until the expiration of the waiting period for long-term disability insurance.

Section 5. **Personal Leave:** Principals shall be allowed three (3) days of personal leave per year. Requests for personal leave must be made in writing to the Superintendent. A principal may carry over up to two (2) personal days to the next school year. At no time will the accumulated days exceed five (5) total days. Notification of intent to carry over unused personal days must be submitted in writing to the district office by May 20th. A principal may choose to return up to 2 (2) personal days to the district paid at $100.00 per day.

Section 6. **Flexible Vacation/Work Time:** Principals shall be granted up to five days of flexible time that can be taken during a school calendar year. The amount of flexible time used during the school calendar year will be made up. Approval of the flexible time is at the discretion of the Superintendent.

Section 7. **Administration Leave:** A principal with a minimum of three (3) years of service in the school district may be granted a leave of absence according to the following.

1. Written application must be made to the Board prior to March 1 of the school year preceding the intended leave, including specific activities in which the principal expects to participate.
2. The Board shall notify the principal of an approved/disapproved leave no later than April 15.
3. Leaves may be approved under this section for a period of up to one (1) year for purposes including, but not limited to, study at an accredited college or university related to the principal's professional responsibilities, foreign or military teaching or administration, cultural or work program related to the principal's professional position, or personal purposes.
4. Such leaves shall be without wage or fringe benefit compensation by the Board; however, upon return from such leave granted, the principal shall be placed in the same position on the salary schedule as he/she would have been had he/she been a principal in the School District during such period and shall maintain the same fringe benefits to which he/she is entitled.

Section 8. **Jury Duty/Court Required Leave.** A principal who serves on jury duty or is subpoenaed as a witness shall be granted the day or days necessary as stipulated by the Court to discharge this responsibility without any salary deduction or loss in basic leave allowance. The compensation received for jury duty services shall be

remitted to the school district, except that the principal shall retain any mileage, housing and meal allowances paid by the court.

ARTICLE X

UNREQUESTED LEAVE OF ABSENCE

Section 1. **Seniority Date:** The seniority dates for new principals shall be the first day of service in the district in a licensed position.

Section 2. **Ties:** The following criteria shall be used to break seniority ties in the placement of principals:
1) Initial date of service in the District as a licensed teacher or other licensed professional.

Section 3. **Placement on Unrequested Leave of Absence**

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

Subd. 2. Method. The District will place the least senior principal within a category on unrequested leave of absence.

Section 4. **Reinstatement:**

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

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

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

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

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

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1. **Grievance Definition:** A grievance shall mean an allegation by a Principal or exclusive representative resulting in a dispute or disagreement between the Principal employee or the exclusive representatives and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. **Representative:** The principal or school board may be represented during any step of the procedure by a person(s) or agent(s) designated by such parties to act in their behalf.

Section 3. **Definitions and Interpretations:**

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

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

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. The number of days at each level shall be considered the maximum length of time and every effort should be made to expedite the process.

Subd. 4. **Filing and Postmark:** The filing or service or 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 Limitation and Waiver:** Grievances shall be submitted in writing on forms provided by the district to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Principal and the school district's designee.

Section 5. **Adjustment of Grievance:** The school district and the Principal shall attempt to adjust all grievances which may rise during the course of employment of any Principal within the school district in the following manner:

Subd. 1. **Level I:** If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. **Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the school board or its designated representative, provided such appeal is made in writing within five (5) 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 no later than the second regularly scheduled school board meeting within fifteen (15) days, whichever comes first, after receipt of the appeal. Within seven (7) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision in writing not later than seven (7) days following the meeting.

Section 6. **School Board Review:** The school board reserves the right to review any decision issued under Level I of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. **Denial of Grievance:** Failure by the school board or its exclusive representative to issue a decision at Level I within the time periods provided herein shall constitute a denial of the grievance and the Principal may appeal it to the next level.

Section 8. **Arbitration Procedure:** 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 filed in writing with the office of the superintendent within ten (10) days following the decision in Level II of the grievance procedure.

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

Subd. 3. **Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.20, Subd. 4, providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. **Submission of Grievance Information:** Upon appointment of the arbitrator, the appealing party and school board or its designee shall forward to the arbitrator and the other party the submission of the grievance which shall include the following:

(1) The issue involved
(2) Statement of the facts
(3) Position of the grievant
(4) Position of the school board
(5) The written documents relating to Article IX, Section 5 of the grievance procedure

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

Subd. 6. **Decision:** The decision by the arbitrator shall be rendered in writing within twenty (20) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of grievance arbitration decisions as provided by in the P.E.L.R.A.

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

Subd. 8. **Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance properly before the arbitrator pursuant to the terms of this procedure.

ARTICLE XII

DURATION

Section 1. **Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2024. If either party desires to modify or amend this Agreement commencing July 1, 2024, it shall give written notice of such intent no later than May 1, 2024.

Section 2. **Effect:** This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the principals of the District. The provisions herein relating to terms and conditions of employment supersede and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. **Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement with the exception of the restructuring of the principal positions.

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

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

For the Hayfield Community Schools Principals' Association	For the Board of Education of School District No. 203
_____	_____
President	Chairperson
_____	_____
Secretary	Superintendent
_____	_____
Chief Principal Negotiator	Chief Board Negotiator
Dated this 12th day of June, 2024	Dated this _12th_day of _June, 2024