

**INDEPENDENT SCHOOL DISTRICT #2687  
HOWARD LAKE-WAVERLY-WINSTED  
2022-2024 PRINCIPALS' MASTER AGREEMENT**

**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 2687, Howard Lake-Waverly-Winsted, Howard Lake, Minnesota, hereinafter referred to as District 2687, and Howard Lake-Waverly-Winsted Principals' Association, hereinafter referred to as the Association, pursuant to and in compliance with Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for principals during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, as amended, District 2687 recognizes the Association as the exclusive representative of district principals employed by the District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the principals of the district as defined in this Agreement and in said Act.

**ARTICLE III  
DEFINITIONS**

Section 1. Terms and conditions of employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits including employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Principal: The term "principal" shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by the State of Minnesota as a principal or assistant principal and who devote more the 50% of their time to such administrative and supervisory duties, excluding the following: superintendent, assistant 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 67 working days in any calendar year, emergency employees and all other employees. (Note: if a unit is certified by the Bureau of Mediation Services including personnel in addition to principals, the definition of the appropriate unit should be modified accordingly.)

Section3. School District: For purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.

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

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

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive recognizes that the School District is not required to meet and negotiate on matters on inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management responsibilities: The exclusive representative recognizes the right and obligation of the 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 exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the school board and shall be governed by the laws of State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders that are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## **ARTICLE V PRINCIPAL RIGHTS**

Section 1. Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect right of any principal or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated 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, if there be one.

Section 2. Right to Join: Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Individual Personnel File: The portion of the individual personnel file for each principal will be made available upon the principal's request within a reasonable period of time. The principal will be provided the opportunity of responding to any statement or document in that file.

Section 4. Procedures of Fair Dismissal: The Board of Education and its officials will follow all the provisions of Minnesota Statutes 125.12 in the process of dismissing a principal.

Section 5. Association Security: The Association may be permitted the use of school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, paying the cost usually charged by the District for such use.

Principals may have the right to post notices of Association activities and matters of professional importance to the Principals. Principals may use the District mail service of official communications to principals.

## **ARTICLE VI BASIC RATES OF PAY**

Section 1. 2022-2024 Salary Rate: Rate A (2022-23) is included herein and by this reference made a part hereof.

Rate B (2023-2024) is included herein and by this reference made  
a part hereof.

Section 2. Schedule of Payment: The annual salary will be paid in twenty-four (24) equal parts. In the case of death of a principal, the surviving spouse or beneficiary shall receive a prorated amount of earned portion of the contract.

Section 3. Newly Employed Principal: A newly employed principal may be compensated at a salary rate and duration of contract that is different from this master agreement provided that a Letter of Agreement is approved by the new employee, Board, and Association. The Letter of Agreement shall include the Length of Contract and salary for new employees. Upon expiration of the Agreement between the Board of Education and the Howard Lake-Waverly-Winsted Principals' Association this newly employed principal shall be subject to subsequent negotiations between the Board and Association.

Section 4. Longevity Pay: The principal shall be granted 35 days of longevity pay at the completion of his/her fifth (5th) year of service to the District. One (1) additional day of longevity pay shall be added for years six through 10. Two (2) additional days of longevity pay shall be added after the 10<sup>th</sup> year, for each year of service. The employee shall pay 100% of the amount of the severance pay to individual accounts established for those employees using postretirement Health Care savings arrangements (VEBA Plan). Longevity pay shall be paid when the principal leaves the employment of the District through action of the School Board. Longevity pay daily rate shall be determined by dividing the annual salary in the year the principal leaves service by the number of days in the current contract. (**NOTE:** The principal must be/have been licensed as a principal for service to be eligible towards longevity pay.)

## **ARTICLE VII INSURANCE BENEFITS**

### Section 1: Insurance Benefits:

Subd. 1: Each full-time principal will be allocated \$18,000 per year in 2022-2023 and \$18,000 per year in 2023-2024 for use in purchasing health and/or dental insurance. Said allocation will commence on July 1 of each year and will be made to the employee's account at the beginning of each month during which the employee is entitled to full salary from the district.

Subd. 2: If an employee elects to purchase health and/or dental insurance under section 1 which results in monthly premium changes greater than the amount allocated to the employee's account pursuant to subd. 1 above; and cost in excess of employee's monthly allocation shall be borne by employee and paid by payroll

deduction. The monthly deduction shall be annualized and divided evenly over the pay periods in the contract year.

Subd. 3: If an employee elects not to purchase insurance under section 1, the employee will receive an additional salary amount of \$15,310 in 2022-23 and \$15,285 in 2023-24.

Subd. 4: The District and the Principals may re-open this agreement upon mutual consent in the event that unanticipated changes in health insurance regulations substantially increase, alter, or impair the financial obligations of the District.

Section 2. Life Insurance: The District will provide a group term life insurance program with the following coverage: \$200,000 per principal. The District will pay the full premium on the coverage listed above.

Section 3. Long Term Disability Insurance: It will be the intent of the District to purchase, at no cost to the principal, a long term disability insurance program under contract with monthly benefits being two-thirds of the basic monthly contract. The waiting period is 90 calendar days.

Section 4. General Liability: The District shall provide a general liability insurance policy that will cover errors and omissions.

Section 5. Insurance Policies: Upon completion of a Master Agreement, principals shall be given a copy of all insurance policies within a reasonable period of time but no later than four months.

Section 6. Selection of Carrier: The selection of the insurance carriers and policies shall be made by the School District.

## **ARTICLE VIII OTHER BENEFITS**

Section 1. Matching Agreement: A matching agreement labeled C is included herein and by this reference made part of hereof.

Section 2. Daily Rate of Pay: The district will utilize the following factors to come up with a total number of days that would be divided into the principal's annual salary to come up with a daily rate of pay. Example:

Working days	225	<u>Principal's Salary</u>	
Vacation days	<u>0</u>	divided by	225 = daily rate of pay
Total	225		

Section 3. Professional Organization Dues: The District shall annually pay 100% of the dues required to be a member of one state and one national professional organization such as NASSP, NAESP, MASSP, and MESPA.

Section 4. Professional Conferences, Conventions and Meetings:

Subd. 1. National Conventions or Conferences: Once every three years each principal will be permitted to attend a national professional educational conference expenses not to exceed \$3,000 (includes all convention costs from registration, travel, lodging, food etc). The rotating basis will start with the Middle School Principal in 2022-23; Elementary Principal in 2023-24; High School Principal eligible in 2024-25. Any substitutions of years shall be mutually agreed upon by the principals.

On the other year when the principal is not eligible to attend at school district expense, he/she may be allowed to attend on school time but at his/her expense. That attendance would be subject to the superintendent's approval.

Subd. 2. State Conventions or Conferences: The District shall reimburse each principal for registration fees, conference costs, lodging, luncheons, banquets, and mileage fees for state conventions or conferences. The number of days and dates for attendance at those conventions or conferences is to be determined in consultation with the superintendent.

Subd. 3 Meetings: The District shall pay all expenses of meetings that principals are required to attend with the approval of the superintendent.

Section 5. State Statutes: It is understood that all sections of this article will adhere to Minnesota state statutes.

Section 6. MNBOSA: The School District will pay the cost of the annual MN BOSA fee for each principal on a yearly basis. However, it is the responsibility of the principal to make sure the payment is submitted by the due date. The District will not be held responsible for payments not requested by the principal.

## **ARTICLE IX UNREQUESTED LEAVE OF ABSENCE**

Section 1. Principal: For purposes of this Article, the term "principal" refers to a licensed principal or a licensed assistant principal serving at the elementary, middle, or high school level.

Section 2. Seniority Date: For ULA purposes, a principal's seniority date is the principal's first date of service in the bargaining unit. Except as stated in Section 3, below, only continuous service as a member of the principals' bargaining unit counts in determining seniority for ULA purposes, including the exercise of any bumping rights.

Section 3. Seniority Tie: The following criteria will be used in the following order to break a tie in seniority: (a) initial date of service in the District as a licensed teacher or other licensed professional; (b) earliest/lowest Professional Educator Licensing and Standards Board (PELSB) file folder number;

Section 4. Break in Seniority: For ULA purposes, an approved leave of absence will not result in break in seniority. A break in seniority will occur if (a) the principal retires, resigns, or takes any other action to voluntarily end his or her service to the District as a principal; or (b) the principal is absent without leave for more than three duty days in a school year.

Section 5. Seniority List: The District will publish a seniority list of all continuing contract principals in the District by October 1 of each school year. A principal who disputes his or her standing on the list must grieve the issue pursuant to the grievance procedure. Once the period for filing a grievance has passed, or the grievance has been processed to a conclusion, the seniority list will be conclusive evidence of a principal's seniority ranking in the bargaining unit.

Section 6. Placement on Unrequested Leave of Absence:

Subd. 1. The District may place principals on ULA, without pay or fringe benefits as the District deems necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The District agrees to consult with the Association regarding proposed alternatives to ULA situations, provided such consultation does not result in delay.

Subd. 2. The District will place principals on ULA in the inverse order of seniority.

Subd. 3. The District will afford bumping rights based on seniority and licensure before identifying the principal(s) to be placed on ULA. Nothing in this Article allows or gives a principal the right to receive a promotion through the ULA process. A principal may not bump into a promotion, demand to be recalled to a position that would be a promotion, or otherwise assert a seniority right in a manner that would result in the principal receiving a promotion.

Subd. 4. Moving from an assistant principal position to a principal position would be a promotion.

Subd. 5. The District is not required to realign any positions when placing principals on ULA or when recalling principals from ULA.

Subd. 6. A principal may not bump into the Activities Administrator position, and the Activities Administrator may not bump into a principal position that would result in the Activities Administrator receiving increased compensation or any other form of a promotion.

Subd. 7. Nothing in this section limits any statutory right that a principal would otherwise have to bump into a licensed teaching position after being placed on ULA from his or her position as a principal.

#### Section 7. Reinstatement:

Subd. 1. Principals who have been placed on ULA will be eligible for recall for a period of three school years. During this three-year period, the District will recall principals and reinstate them to available positions for which they are licensed in the inverse order in which they were placed on ULA.

Subd. 2. The District will not hire or appoint a new principal to fill a vacant principal position if a properly licensed principal is on ULA and is available and willing to accept the vacant position, and the vacant position would not be a promotion.

Subd. 3. The District will use certified mail and email to notify principals that they are being recalled to an available position. The District will use the principal's last known mailing address and the principal's last known email address. A principal will be removed from the recall list permanently if the principal declines an available principal position or fails to notify the District in writing, within fifteen (15) calendar days of the date of notification, that he or she is accepting the position. A principal on ULA is responsible for ensuring that the District has the principal's current contact information.

Section 8. Retention of Rights: Except as stated in this Article, principals retain all rights that apply to them under Minnesota Statutes sections 122A.40.

## **ARTICLE X LEAVES OF ABSENCE**

#### Section 1. Sick Leave:

Subd. 1. All full-time principals shall earn sick leave at the rate of fifteen (15) days for each year of service in the employ of the School District. Annual sick leave shall accrue in a lump sum on the first day of work in the new fiscal year. If a principal leaves the employ of District 2687 and has used more sick leave than he/she has earned, the excess shall be repaid to the District.

Subd. 2. Unused sick leave may accumulate to a maximum of 115 days.

Subd. 3. In the case of catastrophic illness the Board may grant additional sick leave days. It is the posture of the Board of Education that the District is paying premiums for long term disability and we anticipate that provision would be utilized in the case of long term illness.

Subd. 4. Principals who have accumulated 115 sick days may contribute up to 5 days annually to a sick leave pool. Principals must have contributed to the pool to be eligible to use the days. Days may only be used if a Principal has no remaining sick leave.

Section 2. Wellness Buyback: The Principal may buy back up to 3 sick days to be used toward Flexible Spending, HSA, and Veba accounts. Requests for the wellness buyback must be submitted in writing to payroll by the end of the contract year (June 30). Days are converted at the daily rate of pay.

Section 3. Personal and Emergency Leave. Absence for personal and emergency reasons may be approved up to seven days yearly without salary deduction. Approval must be obtained from the Superintendent for such absences. Personal days may be carried over from the following years, up to a maximum of 15 days. Unused personal days at the end of each year will be accrued as sick days up to the maximum sick days allowed. Principals may have up to 5 unused personal days per year, paid out at the rate of \$250 per day.

#### Section 4. Family Leaves:

Subd. 1. A family leave may be granted by the School District subject to the provisions of the provisions of this Section. Family leave may be granted because of the need to prepare and/or provide parental care for a child or children of the principal for an extended period of time.

Subd. 2. A principal making an application for family leave shall inform the superintendent in writing with intention to take the leave at least three (3) calendar months before commencement of the intended leave, except in emergency situations.

Subd. 3. If the reason for the family leave is occasioned by pregnancy, the principal shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery and, subject to the other provisions of this Section, such a leave shall be granted. If a principal who has requested and been granted family leave because of pregnancy delivers prior to the scheduled beginning date of her family leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her family leave. A principal is not, however, eligible for sick leave benefits after the effective date of the family leave.

Subd. 4. A principal returning from family leave shall be re-employed in a position in which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 5. The parties agree that the applicable periods of probation for principals as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a principal's performance. The parties agree therefore, that periods of time for which the principal is on family leave shall not be counted in determining the completion of the probationary period.

Subd. 6. A principal who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The principal shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subd. 7. A principal on family leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the principal wishes to retain, commencing with the beginning of the family leave. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the District pursuant to this Section.

Subd.8. Leave under this Section shall be without pay or District contribution toward fringe benefits.

#### Section 5. Sabbatical Leaves:

Subd. 1. A sabbatical leave of absence for one (1) year, or a part of a year, may be granted to principals. The number of principals on sabbatical leave in any school year will not exceed one (1). In order to qualify, a principal must have completed three (3) years of service to the District and must return to the District's service for two (2) years after the sabbatical leave. The District may pay 0% to 100% of the principal's most recent salary and full fringe benefits which are in force at the time the leave is taken.

Subd. 2. Granting of sabbatical leaves is reserved exclusively to the Board of Education and provisions of Section 4, Subd. 1. and shall not be subject to the grievance procedure.

Section 6. Leave of Absence Without Pay: A leave of absence for two (2) years, or a part of a year, may be granted to principals without pay. The leave may be extended by mutual agreement. The principal shall be able to continue all insurance policies provided that the principal pays all premiums. The same provisions for qualifications of sabbatical leave apply for a leave of absence without pay.

Section 7. Job Related Personal Injury Duty Leave: Principals physically disabled as a result of assault on school premises or while acting in an emergency capacity for the school District on school duty or while acting in an emergency capacity for the school District will not be charged with loss of sick leave from the period that the injury has been sustained until LTD benefits begin. No further salary benefits over and above LTD and worker's compensation will be extended.

Section 8. Bereavement Leave: In the event of the death of wife, husband, father, mother, son or daughter, brother, sister, mother-in-law or father-in-law, grandparent or grandchild, the number of days without salary deduction shall be five (5) days in each case. In the event of death of members of the extended family including brothers-in-law, sisters-in-law, the number of days without salary deduction shall be up to three (3) days in each case. Further necessary time beyond that already provided may be allowed from the principal's sick leave accumulation, subject to superintendent approval.

Section 9. Jury Duty Leave: Leave will be granted to principals who are required to serve on juries. No deduction in vacation days, personal leave or sick leave will be made for these days. No deduction in salary will be made, but principals are required to reimburse the School District the salary received for jury duty. Travel expenses received in connection with jury duty shall remain with the principal.

## **ARTICLE XI DUTIES**

Section 1. Contract and Work Year: The annual contract for members of the Principals' Association shall be 225 days identified as the work year.

Section 2 Duties: The Principal shall have charge of the administration of the school(s) under the direction of the Superintendent. The Principal shall be the chief executive officer of the school(s); shall direct and assign teachers and other employees of the school(s) under the principal's supervision; and in general perform all



duties incident to the office of the school and such other duties as prescribed and assigned by the Superintendent.

Subd. 1. Supervision of Extracurricular Activities: The High School Principals shall supervise 25% of the athletics and fine arts activities/events during the school year as part of his/her base salary. Any principal who is required to supervise high school level athletics or fine arts activities/events, shall be compensated at a rate of \$100 per event.

Subd. 2. Subbing: As needed the principal will sub for unfilled teacher absences as part of their duty for up to 10 times per year. Each time the principal subs beyond ten times in a year they will be paid \$35 for each class they cover.

Section 3. Work Stoppage: In the event of a strike or work stoppage by other groups of district employees, the principals covered by this agreement will be on duty as principals for the purpose of carrying out Board Policy and ensuring the safety of personnel and property. However, a principal will not have the basic contract year extended unless compensated at a mutually agreed rate of pay. The board can require the extension of a principals' contract days by paying the principal his/her daily rate of pay. Any verified expenses incurred, or money lost due to canceling or altering of reservations, etc., in a timely fashion shall be reimbursed.

## **ARTICLE XII GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by the employee resulting in a dispute or disagreement between the principal and the School Board as to the interpretation or applications of terms and conditions of employment insofar as such matters are contained in the Agreement.

Section 2. Representative: The employee, principal, or School Board may be represented during any step of the procedure by any person or agent designated by such principal.

Section 3. Definitions and Interpretations:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the period or if copies are initialed and dated by the principal and superintendent upon service.

Subd. 5. Waiver of Steps: Provided both parties agree in writing, Level One and/or Two of the grievance procedures may be by-passed and the grievance brought directly to the next level.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the superintendent, 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 a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the School Districts designee.

If a principal feels that he/she has a grievance he/she should first discuss the matter with the superintendent, who is directly responsible, in an effort to resolve the problem informally.

Section 5. Adjustment of Grievance: The School District and the Principal shall attempt to adjust all grievances which may arise during the course of employment to any principal within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the superintendent shall write the aggrieved parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level I.

If a grievance is appealed to the School Board, the School Board shall set a time to hear the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Rights of Employee to Participate: No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any member of the Principals' Unit, or any other participant in the grievance procedure by reason of such participation.

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

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

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

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

failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4 Submission of Grievance Information:

a.) Upon appointment of the arbitrator, the appealing party shall within ten days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5.

b.) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they choose and designate, and the parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, as provided in M.S. 179.70 Subd. 5.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The incurred expense shall be borne by the requesting party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; not shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outline herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance

procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

### **ARTICLE XIII DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect from July 1, 2022, through June 30, 2024, and thereafter pursuant to P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent no later than May 1, 2024. If such notice is not timely served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the principals of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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, unless mutually agreed in writing by both parties.

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

#### **RATE A (2022-23) BASIC RATES OF PAY**

Elementary Principal Jennifer Olson 2022-23 school year  
(July 1, 2022 to June 30, 2023) shall be:  
**\$116,548**

Middle School Principal Jim Schimelpfenig 2022-23 school year  
(July 1, 2022 to June 30, 2023) shall be:  
**\$116,548**

Secondary Principal Stephanie Kuehn 2022-23 school year  
(July 1, 2022 to June 30, 2023) shall be:  
**\$110,000**

#### **RATE B (2023-24) BASIC RATES OF PAY**

**RATE B (2023-24)**  
**BASIC RATES OF PAY**

Elementary Principal Jennifer Olson 2023-24 school year  
(July 1, 2023 to June 30, 2024) shall be:  
**\$120,045**

Middle School Principal Jim Schimelpfenig 2023-24 school year  
(July 1, 2023 to June 30, 2024) shall be:  
**\$120,045**

Secondary Principal Stephanie Kuehn 2023-24 school year  
(July 1, 2023 to June 30, 2024) shall be:  
**\$117,500**

**HLWW PRINCIPAL'S ASSOCIATION &  
DISTRICT MATCHING AGREEMENT**

Section 1. The district will provide an annuity match benefit as described in this article to all qualified principals each year.

Section 2. Eligible principals must elect to participate in the annuity match program during the enrollment period, each fiscal year (within the first 30 days of the school year or 30 days of hire date). Participation will continue at the same rate until the payroll office is notified of any change.

Section 3. The following chart describes the details of payment.

<b>Yrs of Service</b>	<b>Employer Annual Max Annuity</b>
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Year 1 (2022-23)	
0-5	\$2,375
6-9	\$2,875
10+	\$3,375
Year 2 (2023-24)	
0-5	\$2,375
6-9	\$2,875
10+	\$3,375

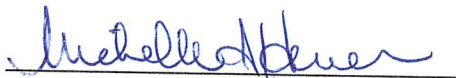
Section 4. The following are the conditions of the Annuity Match Benefit: The Annuity Match dollar amount will be prorated per FTE based on the Principal's FTE status as of the end of the school year.

**WITNESS THEREOF**, the parties have executed this Agreement as follows:

**For Howard Lake-Waverly-Winsted:**

  
Principal Negotiator

**For School District #2687:**

  
Board of Education Chair

[Signature] 7/20/22

Principal Negotiator

[Signature]

Board of Education Negotiator

[Signature] 8/3/22

Principal Negotiator

[Signature]

Superintendent of Schools

8/3/2022

Date

7/25/2022

Date