

Administrators' Group *MASTER AGREEMENT*

2023-2025



**Staples-Motley Schools
School District No. 2170
Staples, Minnesota
AND THE
Staples-Motley Administrators' Group**

Appreciation Strategy Humility
Commitment Responsibility Listening
Leadership
Integrity Honest Communication
Values Purpose Determination
Passion Principles

July 1, 2023 - June 30, 2025

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AGREEMENT (ADMINISTRATORS)

ARTICLE I -- PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District #2170, Staples, Minnesota, hereinafter referred to as the "School District" and the Staples-Motley Administrators' Group, hereinafter referred to as the "Representative".

ARTICLE II -- RECOGNITION AS A BARGAINING GROUP

Section 1. Recognition: The School District recognizes Staples-Motley Administrators' Group as the bargaining group of administrators employed by the School District.

Section 2. Appropriate Unit: The bargaining group shall represent all the Administrators of the School District as defined in this Agreement.

ARTICLE III -- DEFINITIONS

Section 1. Terms and Conditions of Employment: The "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than 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. Administrator: The term "Administrator" shall mean all persons in the appropriate unit employed by the School District 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 than fifty percent (50%) of their time to such administrative and supervisory duties.

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. Administrator or Employee: Reference to "Administrator" in this Agreement shall mean the principals and assistant principals except in those cases where there is a clear distinction among/between the 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 P.E.L.R.A.

ARTICLE IV -- SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The Representative recognizes the right and obligation of the School Board 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 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 the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Representative also recognizes 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 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 -- ADMINISTRATOR RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Administrator or 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.

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 by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

ARTICLE VI -- WORKING YEAR

Section 1. The basic work year for principals shall be eight (8.0) hours per day and two-hundred and sixty (260) contracted days less time off for paid holidays and leaves as provided in this Agreement. The number of contracted days for assistant principals will be determined by mutual agreement between the employee and the School District.

Section 2. Each Administrator shall submit a workday calendar to the Superintendent of Schools by May 1st of the year preceding the working year.

Section 3. Each Administrator shall have the ability to work remotely up to five (5) days for weather or emergency related closures. Additionally, with Superintendent approval, each Administrator shall have the ability to work remotely up to five (5) additional days throughout the fiscal year.

ARTICLE VII -- PRINCIPALS' GROUP ORGANIZATION

Section 1. All employees are encouraged to participate in professional organizations which are complementary to their position. The School District shall pay the dues for each Administrator's membership in one (1) of these organizations. One (1) organization means the local, state and national organization levels.

Section 2. The Administrative Team will be determined by the Superintendent of Schools from members of the Representative. Meetings will be held at times designated by the Superintendent of Schools. The School Board shall instruct their designated negotiators to meet with and keep all employees of this unit informed of concerns/issues raised during the negotiations process.

Section 3. Job descriptions for all Administrator positions shall be on file in the district office.

Section 4. Meetings, Workshops, Conventions: The School District shall provide time and school district funds for administrators to attend the appropriate local, state and national meetings and workshops of their associations and other agencies or groups. As a minimum, each Administrator may attend one (1) national professional conference of his/her choice not to exceed two (2) said conventions within a four (4) year period of time with Superintendent approval. Adequate money in the administrator's travel budget must be available before a National Convention trip is scheduled.

Section 5. Open Personnel File: Before any material, which originates after the Administrator is employed by the District, is placed in an Administrator's official personnel file, he/she shall be given a copy of such material and shall sign the original document to indicate he/she has read the document. If he/she so chooses, the Administrator may attach to the filed document any explanatory remarks he/she deems appropriate and have it reviewed by legal counsel.

ARTICLE VIII -- COMPENSATION

Section 1. Annual salaries shall be paid according to Schedule A of this Agreement. Administrators working less than two-hundred and sixty (260) days will receive a pro-rated amount of the salary stated in Schedule A based on the actual number of contract days or as mutually agreed upon. The School District reserves the right to hire new Administrators at a mutually agreeable salary based on experience and to establish the number of contracted days.

Section 2. Longevity Pay:

Subdivision 1. For Administrators hired on or after March 1, 2020, Longevity Pay shall be paid for all employees completing six (6) years of continuous service in School District as an administrator. Administrators working less than two hundred and sixty (260) days will receive a pro-rated amount based on the number of their days worked related to two hundred sixty (260) days.

Subdivision 2. Upon meeting the qualifications in Subdivision 1 or 2 each Administrator will have two thousand five hundred dollars (\$2,500) longevity pay added to their annual salary.

Section 3. Any Administrator working less than two hundred and sixty (260) days per year but greater than two hundred and eight (208) days (eighty percent [.8] FTE), shall have their salary, but not the School Board contributed fringe benefits, pro-rated. This Section shall be effective for new employees hired after June 30, 2008.

Section 4. Mileage for use of a personal vehicle while on School District business shall be reimbursed at the School District approved rate. Subsistence shall be reimbursed at actual cost basis. Receipt verification shall be required according to Board Policy.

Section 5. Administrators may assume extracurricular assignments for the School District which occur beyond the regular working day if approved by the Superintendent of Schools prior to the assignment. Remuneration, if applicable, shall be in accordance with the approved payment schedule for that assignment as listed on the Extracurricular Schedule B.

Section 6. The School District will reimburse each Administrator for surcharge fees charged by the Administrative Licensure Board for administrative licenses or State licensure fees other than the base teaching/administrative license, which is currently the Minnesota Board of School Administrators' surcharge fee.

Section 7. Administrators are encouraged to participate in local civic organizations. The School District shall pay for membership dues of local civic, state and/or national professional organizations which are complimentary to an Administrator's position.

ARTICLE IX -- SABBATICAL LEAVE

Section 1. Administrators who have completed at least five (5) years service in the School District are eligible for a sabbatical leave of up to twelve (12) months to engage in activities which are likely to make the employee better qualified to perform his/her duties.

Applications for sabbatical leave are to be submitted to the Superintendent of Schools who will evaluate them and recommend to the School Board the applicant(s) to whom leave(s) should be granted. Application(s) for sabbatical leave must be submitted before March 1 of the year before the leave begins and are to be acted upon by the School Board in April. Leaves will be granted only at the discretion of the School Board. An Administrator on a sabbatical leave must notify the School District by March 1 during the year of leave of the Administrator's intent to return to the School District.

An employee on sabbatical leave shall be paid an allowance of one-half (1/2) the salary he/she would have received for duties in the School District during the term of the sabbatical and shall receive from the School District one-half (1/2) of the fringe benefits given to full-time employees who are not on leave. If an employee is on sabbatical leave for less than twelve (12) months, the leave allowance shall be pro-rated.

An employee on sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of the sabbatical allowance; however, the sabbatical allowance must be reduced proportionately if said Administrator does not devote full time to the activities for which the leave was granted.

An employee who is granted a sabbatical leave must agree to return to his/her duties for three (3) years in the School District. Anyone who does not return must, within whatever reasonable time the School Board may specify, reimburse the School District for the sabbatical allowance and fringe benefits received while on leave. An employee who returns for less than three (3) years, must repay a pro-rated portion of the allowance and benefits he/she received.

This criterion does not apply to employees who become incapacitated due to conditions beyond the employee's control.

ARTICLE X -- FRINGE BENEFITS

Section 1. Group Health Insurance, Health Reimbursement Arrangement (HRA), and Health Savings Account (HSA)

Subdivision 1. Contributions: All Administrators employed after June 30, 2008 who receive at least a full single premium contribution must participate in the School District's group health insurance plan. Full-time employees who are eligible for a single premium contribution and are covered under their spouse's dependent plan (said spouse being a full-time employee in the School District) shall have the amount of their contribution deposited in the School District's HRA or HSA Plan. Administrators hired on or before July 1, 2017 who are covered by a dependent plan for a spouse that is not an employee of the School District shall also be eligible for this contribution. As of July 1, 2021 the contribution solely to a HRA Plan will not exceed nine thousand three hundred dollars (\$9300) and will not have amounts added to it in the future. Once an employee elects to not participate in the School District's group health insurance plan they are no longer eligible for the districts contribution to go solely to a HRA Plan. Administrators who receive less than a full single premium contribution may choose to participate in the School District's group health insurance plan by paying the difference between the School District's pro-rated portion and the cost of a full premium through payroll deduction.

Subdivision 2. All retired Administrators shall have the right to remain in the group health insurance plan. Administrators choosing to remain in the group plan must pay their own premium unless covered by other provisions of this Agreement.

Subdivision 3. – Health Insurance: The School District will make an annual contribution toward the health insurance premiums/costs for a full time Administrator as follows: Nine thousand nine hundred and fifty dollars (\$9,950) for the 2023-2024 school year and ten thousand nine hundred and fifty dollars (\$10,950) for the 2024-2025 school year. Any of the above amounts not used for the health insurance premiums will be deposited in the Administrator's HRA or HSA account. Administrators whose contracts are less than eighty percent full time equivalency (.8 FTE) will have this benefit prorated according to their FTE. Administrators must be employed a minimum of thirty five percent (35%) FTE to qualify for this benefit.

Subdivision 4. Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA):

- a. **Purpose & Management:** The purpose of the HRA and HSA plans shall be to provide an entity to manage the employees' health benefit and pay for eligible health care expenses. Each employee may select either an HRA or HSA plan and shall have a separate account within the Plan administered by an outside vendor. The vendor shall provide a Plan Document to all eligible employees. The Plan Document will describe the benefit features, including investment options, and shall disclose all expenses. The vendor will also provide a copy of the Plan Trust Document to the business office for review. This fund may be used by Administrators and their immediate families, as established in Internal Revenue Code. An immediate family shall include the same family members as defined and covered by our insurance group provider. There shall be no limit on the amount an employee member of the fund may accumulate.

Any balance remaining in an employee member's account at death shall be used for final eligible expenses for the deceased, after which the remaining balance may be used by any surviving spouse and/or legal dependent(s). If there are no legal dependents and/or spouse, the funds remaining in the HRA and/or HSA will be disbursed according to the agreement with the Plan provider.

An Employee that is enrolled in an HSA plan may elect to contribute to the Plan through a payroll deduction.

- b. Qualifying claims paid from the Employee's Plan must be allowable per Internal Revenue Service regulations.

Section 2. Establishment of Voluntary Employees Beneficiary Association (VEBA) Plan:

Subdivision 1. The School District shall make available a VEBA plan and Trust to all qualified Administrators and eligible retirees. The Administrators shall be part of the group which is made up of all bargaining units in the School District to determine the appointment of the trustee and plan administrator for the VEBA plan and Trust.

Subdivision 2. All administrative fees incurred by the School District in managing accounts of Administrators who are active, on leave, or retired, that are participating in the VEBA Plan, shall be paid by the School District. If the VEBA Plan is terminated or if the School District contributions cease by agreement between the parties, the administrative fees associated with this action shall be paid by the School District. Investment fees paid to the HRA Trustee shall be born by the individual account holder.

Section 3. Income Protection Insurance: For each full-time employee not on leave of absence without pay, the School District agrees to pay the premium on a policy that provides Long Term Disability benefits for any employee who is disabled equal to two-thirds (2/3) of the employee's full-time salary not to exceed five thousand five hundred and fifty six dollars (\$5,556) per month, less any payments from Social Security or other compensation. Payment of benefits to begin one hundred and twenty (120) calendar days after such employee becomes disabled, and to continue as long as the employee remains disabled, or as specified by the carrier.

Section 4. Life Insurance: For each employee, the School District shall pay the premium on a one hundred thousand dollar (\$100,000) term life insurance policy. All retired Administrators have the right to remain in the Life Insurance Group as long as the carrier allows. Administrators choosing to remain in the Life Insurance Group shall pay their own premiums unless covered by other provisions of this Agreement.

ARTICLE XI -- RETIREMENT INCOME BENEFITS

Section 1. Full-time Administrators who have completed at least thirteen (13) years of continuous service with the School District, and are at least fifty-five (55) years of age or have completed 30 (thirty) years of service as an educator, shall be eligible for retirement benefits pursuant to the provisions of this Article, upon submission of a written resignation, accepted by the School Board.

Section 2. In addition, employees who apply for early retirement shall be eligible to remain in the existing group medical insurance and life insurance plans. At the time of retirement, the School District shall place the amount of a single health insurance premium in the Administrator's HRA or HSA account or the amount contributed, whichever is greater. An Administrator shall receive this amount annually until they become eligible for Medicare coverage. In addition, the School District shall contribute the life insurance premium specified in Article X, section 4, to a maximum amount of two hundred dollars (\$200) per year, until reaching the maximum age allowed by the carrier.

Section 3. Tax Shelter Annuity

Subdivision 1. Eligibility Each Administrator will be eligible to participate in the School District's matching tax sheltered annuity plan through payroll deductions established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes Section 123.02, Subd. 15, School District policy, and as otherwise provided by law. An Administrator who received full benefits under Sections 1 and 2 of this Article and the severance benefits section of the master agreement between the School District and the Staples-Motley Education Association and becomes re-employed by School District shall not be eligible for this Section.

Subdivision 2. Benefit to be Provided: The School District shall match annually up to three thousand two hundred and fifty dollars (\$3,250) towards a tax sheltered annuity plan on the School District's approved list of providers for each participating Administrator. The maximum amount that the School District shall contribute for this provision shall be forty-five and one-half percent (45.5%) of each Administrator's base salary.

ARTICLE XII -- PAID LEAVES

Section 1. Sick Leave.

Subdivision 1. Each employee hired after June 30, 2008 shall be allowed sick leave, with full pay, at the rate of twelve (12) days for each year the employee is employed by the School District. Annual sick leave shall be credited at the beginning of the school year. Sick leave will be allowed to accumulate to one hundred (100) days, however, no employee shall use sick leave upon meeting the eligibility for income protection insurance in article X, Section 3.

Subdivision 2. Each employee shall be responsible for notifying the Superintendent of chargeable sick leave. This notification must occur at the time of usage and then be reported to the District Office.

Section 2. Sick Leave Bank:

Subdivision 1. Statement of Intent: A sick leave bank will be established and is expressly intended to be used by any employee who is physically incapable of performing duties due to accident or serious illness after they have used their personally accumulated sick leave, and is not intended to be used for any other type of leave provided for in other Sections of this Agreement. All deductions from this bank will be made only with the approval of the School Board, or its duly designated representative. No employee shall be allowed to use the sick leave bank if they have fulfilled the waiting period and qualify for income protection as provided in Article XI, Section 3.

Subdivision 2. Implementation: Each employee shall contribute two (2) sick leave days from that employee's accumulation to create a common sick leave bank. The School Board shall maintain a sick leave bank of thirty (30) days in addition to the employees' contribution of days. Members of the Administrators' Group who exhaust their personal accumulated sick leave allowance shall be allowed reasonable and necessary withdrawals from the common bank, provided there are sufficient days available in the bank. When the bank is depleted, it will be replenished by the same method it was started. Any employee who has drawn from the sick leave bank must remain in the School District for two (2) years after recovering or pay the School District fifty (50) percent of the benefit he/she has drawn. In case of terminal illness and retirement, all pay-back provision is waived.

Section 3. Paid Time Off (PTO)

Subdivision 1. Each Administrator shall be eligible to receive twenty-five (25) paid PTO days per year to be used at their discretion.

Subdivision 2. An employee may carry forward up to five (5) PTO days, non-accumulative. The carried forward PTO time must be used by January 1st of the next contract year and may be used to extend other PTO including using as paid time off immediately prior to retirement or termination of employment.

Section 5. Outside Activities: While Administrators shall devote full time and due diligence to the affairs and activities of their school buildings, assignment, and school district, they may serve as consultants to other school districts or educational agencies and lecture, engage in writing or speaking activities if such activities do not impede the Administrators' ability to perform their duties.

Section 6. Bereavement Leave: Bereavement leave will be provided upon the death of a family member. Administrators may use up to two (2) days per occurrence for time lost from work to provide for or attend funerals of immediate family members. "Immediate family" is defined as the Administrator's spouse, child, parent, spouse's parent, grandparent, sister, brother, or other significant relative. If additional time is needed, the Administrator may be granted additional days by the Superintendent.

Section 7. Paid Holidays: Each Administrator will receive ten (10) paid holidays providing that their contract term extends across the holiday: 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Good Friday, Memorial Day, and Juneteenth.

ARTICLE XIII -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an Administrator resulting in a dispute or disagreement between the Administrator and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The Administrator or School District may be represented during any step of the grievance procedure by any person or agent designed by such part to act in the party's behalf.

Section 3. Definitions and Interpretations:

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

Subdivision 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.

Subdivision 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.

Subdivision 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first 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 same periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Administrator and the School District's designee.

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

Subdivision 1. Level I: If the grievance is not resolved through informal discussions, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subdivision 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 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 within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. 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 intentions 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 reserve or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Administrator may appeal it to the next level.

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

Subdivision 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II of the grievance procedure.

Subdivision 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.

Subdivision 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to appoint an arbitrator, pursuant to P.E.L.R.A. providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subdivision 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subdivision 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subdivision 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with representing its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subdivision 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator shall give due consideration to the statutory rights and obligation of the public school district 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 XIV -- PUBLIC OBLIGATION

Section 1: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance. Administrators will remain on duty in the event of a strike by another unit.

ARTICLE XV -- DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and therefore 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, Administrators 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 2021 it shall give written notice of such intent no later than May 1 of the final contract year.

Section 2. Effect: The Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the Administrators of the School District. The provision 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 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.

SCHEDULE A - SALARY SCHEDULE

All salaries based on a two-hundred and sixty (260) day contract to be prorated for contracted days less than two-hundred and sixty (260).

2023-2024

Elementary School Principal	\$109,765
Middle/High School Principal	\$116,087

2024-2025

Elementary School Principal	\$114,155
Middle/High School Principal	\$120,730

Minnesota Statutes § 181.9447, subdivision 9.

Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is: July – June.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care, or another permissible reason they know of in advance, they will need to submit their request for Time off as far in advance as possible, the same way they currently request time off. In situations where an employee cannot provide advance notice, the employee should contact TOC & / or the office staff as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave.

This document contains important information about your employment. Check the box at the left to receive this information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txoj thaum koj ua hauj lwj. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ອະນຸຍາຍນີ້ມີຂໍ້ມູນທີ່ສຳຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຢູ່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສາລາວ.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ለቀጣጠሮን በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤ በሰተግራ በኩል ባለው ቋንቋ ተተርጉሞ ለንግድ/ሰሪዎች ከፈለጉ በዛው በሰተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
Karen/ကညီကျိာ်	လိပ်လိပ်စာခေါ်ဆောင်ယူရန်တင်ပြအကူအညီပေးသည့်အခါ နောက်ဆုံးတစ်ကြိမ်အထိ။ တစ်နှစ်တစ်လအခွင့်အလမ်းလေးတင်ကြားနားတင်ပြအကူအညီပေးသည့်အခါအကူအညီပေးပါ။
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

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

Staples-Motley Administrator's Group





Dated this 22nd day of January 2024

Independent School District #2170



Board Chair


Clerk

Dated this 22nd day of January 2024

