

ADMINISTRATIVE AGREEMENT

Between

Independent School District No. 727

And

Big Lake Administrators' Association

July 1, 2025 – June 30, 2027

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ARTICLE I - PURPOSE

Section 1.1 Parties:

This agreement is entered into by and between the School District of Big Lake Independent School District No. 727 hereinafter called the School District and the Big Lake Administrators Association, hereinafter called the Association, has as its objective the establishment of the terms and conditions of employment for licensed administrative personnel only for the period herein established.

ARTICLE II - RECOGNITION

Section 2.1 Appropriate Unit:

In accordance with the P.E.L.R.A., the School District recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services (Case No. 86-PR-166).

“All licensed principals and assistant principals employed by Independent School District No. 727, Big Lake, Minnesota, who devote more than fifty percent of their time to administrative supervisory duties and who are public employees within the meaning of Minn. Stat. 179A. 03, Subd. 14 and who serve in the capacity of Principal or Assistant Principal.”

ARTICLE III - DEFINITIONS

Section 3.1 P.E.L.R.A.:

A shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 3.2 Superintendent:

Superintendent shall mean the Superintendent of Schools of Independent School District No. 727 or a designated representative.

Section 3.3 School District:

School District shall mean the School District of Independent School District No. 727 or its designated representative.

Section 3.4 Administrators:

Administrators shall mean management personnel covered by this agreement.

Section 3.5 Association:

Association shall mean the Big Lake Administrators Association or its designated representative.

Section 3.6 Parties:

Parties shall mean the School District and Association.

Section 3.7 Other Terms:

Other 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 4.1 Inherent Managerial Rights:

The Association 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 District, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, or number of personnel.

Section 4.2 Reservation of Managerial Rights:

The foregoing enumeration of School District rights shall not be deemed to exclude other inherent management rights. Any and all management rights and functions not expressly delegated by this agreement are reserved to the School District.

Section 4.3 Laws, Rules, and Regulations:

The parties agree to abide by applicable State and Federal Laws, rules established by the State Department of Education, and rules and regulations established by the School District. The Association also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Association also recognizes 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. Any provisions of this Agreement found to be in violation of such laws, rules, regulation, directives or orders shall be null and void and without force and effect.

ARTICLE V - ASSOCIATION RIGHTS

Section 5.1 Rights to Views:

Pursuant to Minnesota State Law, 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 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, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 5.2 Right to Join:

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.

Section 5.3 Personnel Files:

Pursuant to Minnesota State Law, all evaluations and files generated within the School District relating to each individual administrator shall be available during regular school business hours to each individual administrator upon his/her written request. The administrator shall have the right to reproduce any of the contents of the files at the administrator's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the School District may destroy such files as provided by law.

Section 5.4 Meet and Confer:

The School District shall afford the Association an opportunity to meet and confer pursuant to the P.E.L.R.A. concerning policies and other matters of interest to the Association, which are not covered by this Agreement.

Section 5.5 Administrators' Rights:

Nothing contained herein shall be construed to deny or restrict administrators' rights, which they may have under the Minnesota School Law or other applicable laws. Administrators can only be disciplined for just cause.

Section 5.6 Request for Dues Check Off:

The Association shall be allowed dues check off for its members, provided the dues check off and the proceeds thereof shall not be allowed to any Association that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Association.

ARTICLE VI - WORK YEAR

Section 6.1 Duty Year:

The duty work year for administrators shall be as follows:

225 day for all Principals & 220 day for all Assistant Principals

Subd. 1. The work year for principals and assistant principals shall follow the work year of the teachers during the school term.

Subd. 2. On a rare occasion, a special circumstance will require a principal to work beyond the number of contract days or on a day not scheduled for work. Upon the approval of the superintendent, the principal's work calendar will be adjusted to compensate for the time worked. Situations requiring an immediate, emergency response would meet the criteria. For example, a natural disaster during a weekend, holiday or vacation, which requires the attention of the principal.

Subd. 3. The Principal members of this unit contract year shall consist of 260 days including: 25 unpaid vacation days, 10 unpaid holidays, and 225 duty days. The Assistant Principal members of this unit contract year shall consist of 260 days including, 30 unpaid vacation days, 10 unpaid holidays, and 220 duty days.

Section 6.2 Work Stoppage:

The Administrators covered by this Agreement, in the event of a strike or work stoppage by other groups of School District employees, will consider themselves to be on duty for the purpose of carrying out School District policy and ensuring the safety of personnel and property.

Subd. 1. In no event will the compensation for Administrators be halted or suspended due to strikes or work stoppages of other School District employees.

Subd. 2. The Association agrees that during the term of this agreement, neither the Association nor any Administrator shall engage in any strike or unfair labor practice as defined by the P.E.L.R.A.

Section 6.3 Emergency Closings:

When schools are closed because of severe weather, administrators shall be required to report for work at the discretion of the Superintendent.

Section 6.4 School Board Meetings:

Administrators shall be required to attend all regular School Board meetings unless excused by the Superintendent.

ARTICLE VII - COMPENSATION

Section 7.1 Salary Schedule:

The annual salary of administrators employed by individual continuing contract is established by Appendix A, attached hereto, and shall be considered part of this Agreement. The schedule is effective only for the 2025-2026, and 2026-2027 school years. Further advancement is subject to the right of the School District to withhold increments or other salary increases for good and sufficient grounds.

Section 7.2 Relationship to Continuing Contract:

The Salary Schedules contained in Appendix A shall not be considered part of an Administrator's continuing contract.

Section 7.3 Career Increment:

An increment of \$1,200 will be added to a qualifying administrator's salary at the beginning of the school year following the completion of ten (10) years of actual service as a principal or assistant principal within the Big Lake School system. The ten years of service must be uninterrupted and at least 100 days of service must be provided in a school year to count towards the 10 years. An additional \$1,200 will be added every two (2) years thereafter.

For example:

After 10 years of service - \$1,200

After 11 years of service - \$1,200

After 12 years of service - \$2,400

After 13 years of service - \$2,400

After 14 years of service - \$3,600

Placement of Administrators (Career Increment): All qualifying administrators will be placed accordingly based on their existing years of experience as described above.

Section 7.4 Daily Rate of Pay:

The Administrators Daily Rate of Pay shall be defined as total salary divided by the number of duty days.

Section 7.5 Mileage Allowance:

Administrators will be compensated for the use of their private automobiles to conduct authorized and approved travel on the behalf of the District, at the established business rate per mile in accordance with IRS regulations. Each administrator may submit a detailed mileage report monthly.

Section 7.6 Professional Dues and Professional Development:

The School District shall pay each administrator's dues for membership in the state and national professional organizations. The School District shall pay costs associated with attending state and/or regional workshops or conferences each year. Upon approval of the superintendent, the School District will pay the costs of attendance to a national workshop or convention. National conferences/workshops should align with the administrator's professional growth goals and/or building/district goals.

Section 7.7 License:

The School District shall pay the annual fee for each administrator's license to the appropriate state agency.

ARTICLE VIII - GROUP INSURANCE

Section 8.1 Carrier Selection:

The selection of the insurance carrier or carriers to provide the group insurance programs established by this Article shall remain with the School District as provided by law.

Section 8.2 Eligibility:

All members of the Association are eligible for insurance benefits.

Section 8.3 Hospital-Medical-Major Medical:

The School District shall establish a group hospital-medical-major medical program, subject to the conditions and specifications of the contract between the School District and an insurance carrier. The School District shall provide the Administrator an employee and dependent group health and hospitalization plan at no cost to the Administrator. If more than one group insurance plan is made available, the administrator shall be able to select between the choices available. Administrators hired after January 1, 2011 shall receive a monthly contribution toward the premium for a District employee group health insurance policy. For benefit plan year 2026, the School District will contribute \$ 880 monthly toward the premium for a single policy; if the administrator is eligible for a family policy, the School District will contribute \$ 2,113 monthly toward the premium for a family policy. For benefit plan year 2027, the School District will contribute \$ 924 monthly toward the premium for a single policy; if the administrator is eligible for a family policy, the School District will contribute \$2, 219 monthly toward the premium for a family policy.

Subd. 1. – H.S.A. Contribution: For employees electing to take the H.S.A. high deductible plan, the district will contribute any remaining dollar amount after the monthly premium has been paid, in to the employee's HSA account.

Section 8.4 Long Term Disability:

The School District shall establish group long-term disability insurance, subject to the conditions and specifications of the contract between the School District and an insurance carrier. The School District shall pay for the premium of the long term disability insurance through a payroll process in which the administrator's salary is increased by an amount equal to the premium, then reduced by the same premium amount through a post-payroll tax deduction. This long-term disability protection will provide a monthly pay of two-thirds of base pay to a disabled Administrator after the ninety (90) calendar day elimination period described in the policy.

Section 8.5 Term Life:

The School District shall provide and pay the full premium for \$ 300,000 benefit value of term life insurance coverage for administrators.

Section 8.6 General Liability:

The School District shall carry a general liability insurance policy for all administrators as required by Minnesota Statutes. The School District shall carry "errors and omissions" insurance coverage in an amount not less than that in effect at the time of the signing of this contract.

Section 8.7 Dental Insurance/Reimbursements:

The School District shall contribute the amount for a family dental plan for any principal that enrolls. If more than one dental insurance plan is made available, the administrator shall be able to select between the choices available.

Section 8.8 Health Care Savings Plan (HCSP) Annual Contribution:

Effective July 1, 2026, Administrators shall be eligible for an annual District contribution into the Minnesota Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS).

Subd. 1. Annual Contribution Amount: The District shall contribute \$2,000 annually to the HCSP account of each Administrator.

Subd. 2. Timing of Payment: This contribution shall be deposited into the Administrators HCSP account annually at the conclusion of the school year. The District will process the payment no later than June 30th of each qualifying year.

Subd. 3. MSRS Compliance: All contributions are subject to the rules and regulations of the Minnesota State Retirement System (MSRS). In accordance with IRS guidelines, these contributions shall be made into the HCSP account and shall not be paid to the Administrator as direct taxable salary.

ARTICLE IX - UNPAID LEAVES OF ABSENCE

Section 9.1 General Leave Provisions:

While on leave, administrators may continue to participate in the group insurance programs established by Article VIII, by assuming the full cost of the monthly premiums pursuant to applicable state and federal law. Administrators returning from a leave of absence shall be offered the same position held at the time the leave was granted. Administrators who fail to return to duty at the expiration of absence shall waive all right to re-employment. Administrators who fail to return to duty at the expiration of absence shall waive all rights to re-employment.

Section 9.2 Child Care Leave of Absence:

A child-care leave shall be granted by the School District subject to the provisions of this section. Child-care leave shall be granted because of need to prepare and provide parental care for a child or children of the Administrator for an extended period of time.

Subd. 1. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacations, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 2. An Administrator returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 3. Failure of an Administrator to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the Administrator mutually agree to an extension of the leave.

Subd. 4. The parties agree that the applicable periods of probation for Administrators as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an Administrator's performance. The parties agree, therefore, that periods of time for which the Administrator is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 5. Administrators who return from child-care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave.

Subd. 6. An Administrator on child care 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 Administrator wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the Administrator does not return to the School District pursuant to this section.

Subd. 7. Leave under this Section shall be without pay or fringe benefits.

Section 9.3 Military Leave of Absence:

An unpaid military leave of absence shall be granted Administrators in accordance with applicable State and Federal Laws. Administrators called for selective service physical examinations may be excused without loss of pay for such purpose for a period of one day.

ARTICLE X - PAID ABSENCES

Section 10.1 Sick Leave:

Effective July 1, Administrators shall be granted 12 days of sick leave at the start of each duty year. Annual leave allotments are allocated in advance at the beginning of the fiscal year. Leave balances are prorated for employees who begin employment after August 1 or end employment prior to end of the work year. Leave balances are also reduced for any period of the year that the employee is on an unpaid status.

Subd. 1. Use of Sick Leave: Earned sick leave may be used because of personal illness or injury, serious illness or injury in the Administrator's immediate family.

Subd. 2. Definition of Immediate Family: Immediate family is defined as the Administrator's spouse, child, parent, brother, sister, or in-laws of a similar degree of relationship.

Subd. 3. Accumulation: Unused sick leave shall accumulate to one hundred twenty (120) days.

Subd. 4. The School District may require an Administrator to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an Administrator for sick leave is reserved to the School District. In the event that a medical certificate will be required the Administrator will be so advised.

Subd. 5. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 6. Administrator's may carryover a maximum credit of 960 hours of accrued, unused sick leave to the following school year. Administrators who have more than 960 hours of accrued sick leave at the end of the school year shall have their accrued sick leave hours in excess of 960 bought back by the School District at 70% of the hourly rate of the Administrator with the payment being deposited in the Administrator's Minnesota State Retirement System's Health Care Savings Plan

Section 10.2 Personal Leave:

At the beginning of each school year each Administrator shall be credited with five (5) days to be used for the Administrator's personal business. This leave will be granted upon receipt of prior approval from their immediate supervisor. Leave balances are prorated for employees who begin employment after August 1 or end employment prior to the end of the work year. Leave balances are also reduced for any period of the year that the employee is on an unpaid status. Unused personal leave may accumulate to a balance of seven (7) days.

Subd. 1. Administrators not using their full entitlement of personal leave in a single school year will have the option to:

- a. Be paid at the end of the school year for such unused personal days at 70% of the daily rate of pay with one personal day equal to eight hours for a full-time administrator, pro-rated for part-time administrators; or
- b. Have the unused hours added to the administrator's sick leave balance at the end of the school year with one personal hour being equal to one hour of sick leave; or
- c. Have the unused hours be accumulated up to fifty-six (56) hours for full time administrators or pro-rated for part time administrators.

Administrators must notify the Human Resources Department of their choice by June 1. Administrators who fail to notify the School District office will have their unused days accumulate up to seven (7) days or fifty-six (56) hours and any remaining will be converted to sick hours

Section 10.3 Funeral Leave:

Administrators will be granted up to a total of four (4) days, per occurrence, non-accumulative, as funeral leave for death in the immediate family. Two (2) additional days may be granted at the discretion of the immediate supervisor. These 2 days are to be deducted from sick leave.

Subd. 1. Definition of Immediate Family: For purposes of this Agreement, immediate family shall include only: spouse, children, step-children, sisters, brothers, parents, step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, and grandchildren.

Subd. 2. – Other Relatives: Administrators will be granted up to one (1) day, per occurrence, non-accumulative, to be deducted from sick leave, as funeral leave for the death of an aunt, uncle, first cousin, niece, or nephew.

Section 10.4 Jury Duty:

Subd. 1. Administrators called for jury duty shall be compensated by the District for the difference between the Administrator's regular salary and fees received while on jury duty.

Subd. 2. Administrators may be requested by the Superintendent to seek postponement or exemption from jury duty as provided by Minnesota Statute.

Section 10.5 Court Hearings:

An Administrator, subpoenaed by a court as a defendant or a witness as the result of performing management duties and responsibilities, shall be compensated for the difference between the Administrator's regular daily salary and witness fees for each duty day of absence. This shall not apply to court cases initiated by the Administrator or the Association against the School District.

Section 10.6 Sabbatical Leave:

Sabbatical leave of one year for professional study may be granted by the School District to members of the Administrative staff. The Administrator shall be in the seventh year of employment by the School District before he/she can request the leave. Each application shall be considered individually upon its merits.

Subd. 1. Request for such leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after April 1 of the year prior to the year of leave. The granting of such leaves shall be limited to one person of the Administrative staff for any one year.

Subd. 2. The Administrator shall be paid up to one-half (1/2) of his/her salary in twelve monthly installments during the time of the school year with the first payment to be made in September of the year of the leave. Accrued sick leave, and eligibility for salary increments shall remain in effect. The Administrator shall remain eligible to participate in the group insurance plan provided by the School District.

Subd. 3. If the Administrator on leave is granted a scholarship or college training assistantship, he/she shall not be permitted to receive a local stipend greater than the existing salary. Example: Administrator salary \$9,000; scholarship \$5,000; School District pay \$4,000.

Subd. 4. Prior to February 1 of the year of the sabbatical leave, the Administrator who has been granted such leave shall inform the Superintendent of his/her Administrative intentions regarding the school year immediately following the year of leave. If the Administrator does not return to the school, he/she shall be obligated to refund all the money received for the year of absence.

Subd. 5. The Administrator shall be obligated to administrate at least one year for the School District after the sabbatical leave is completed.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 11.1 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 11.2 Representative:

The Administrator or School District may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.

Section 11.3 Definition 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 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 or 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 11.4 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 the Agreement allegedly violated and the particular relief sought within twenty 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 to 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 Administrator and the School District's designee.

Section 11.5 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:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Superintendent or his/her designee shall give a written decision on the grievance to the 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 District provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School District shall issue its decision in writing to the parties involved. At the option of the School District, a committee or representative (s) of the School District may be designated to hear the appeal at this level and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 11.6 Denial of Grievance:

Failure by the School District or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance and the Administrator may appeal it to the next level.

Section 11.7 Arbitration Procedure:

In the event that the Administrator and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator, which has not been first dully 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 PERB to appoint an arbitrator, pursuant to M.S. 179.7, Subd. 4, providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty 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, both parties shall within five days after notice of appointment forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance, which shall include the following:

- i. The issues involved
- ii. Statement of the facts
- iii. Position of the grievant
- iv. The written documents relating to Section 5, Article XI 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 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/her 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 that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, 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 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.

Subd. 8. 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 therein 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, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School District to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Subd. 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 his/her 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 XII - UNREQUESTED LEAVE OF ABSENCE

Section 12.1 Purpose:

The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 12.2 Definitions:

For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Principal: "Principal" shall mean those members of the unit as defined by PELRA and this Agreement.

Subd. 2. Qualified: “Qualified” shall mean a principal who, in addition to the state license, has, as solely determined by the School District, successfully had experience as a principal or assistant principal in such position, or has, as solely determined by the School District, successfully had experience as principal or an assistant principal in such a position within the past three (3) years.

Subd. 3. Seniority: For purposes of this article, “seniority” commences with the first day of continuous administrative service as a principal in the School District. Principals have seniority over assistant principals. Assistant principals do not have seniority over principals.

Subd. 4. Position: For purposes of this article, “position” refers to either principal or assistant principal.

Subd. 5. Days. For purposes of this article, reference to “days” regarding time periods, unless otherwise specified, shall refer to calendar days. In computing any period of time prescribed or allowed by this article, 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, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or legal holiday.

Section 12.3 ULA:

Subd. 1. Terms: The School Board may place on ULA such principals as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence may continue for a period of two (2) years, after which the principal’s right to be reinstated shall terminate; provided the principal’s right to reinstatement shall also terminate if the principal fails to file with the Human Resources Manager, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the contract year or at such earlier time as mutually agreed upon by the principal and the School Board.

Subd. 2. Notice: Principals placed on such leave shall receive notice prior to April 1 of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement: Principals shall be placed on ULA in inverse order of seniority within the categories of lead principal and assistant principal. In addition:

1. no assistant principal can assert seniority rights to a promotional position of principal;
2. a principal/assistant principal cannot assert seniority rights to a promotional grade level/building assignment position; and
3. a principal or assistant principal on ULA will be given an interview for any principal or assistant principal opening.

If a principal chooses to exercise seniority over an assistant principal, he/she shall be paid at the rate of the corresponding step from the assistant principals’ salary schedule. A principal reinstated from an assistant principal position shall be returned to the principal’s salary schedule upon reinstatement.

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District’s affirmative action program which shall include ethnicity, race, color, or sex; and any principal employed in an affirmative action program may be retained in the category of a principal with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of principals creates a situation requiring that a choice be made among principals who have equal seniority, the selection of the principal(s) for purposes of reduction shall be at the discretion of the School District.

Subd. 6. Years of Service: Any principal placed on such leave may engage in administrative work or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School

District earned prior to the commencement of such leave. Years on leave shall not, however, count toward years of service upon reinstatement.

Section 12.4 Realignment:

For purposes of placement on ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior principal to a different position for which he/she is not qualified, as defined in Section 12.3. above, to accommodate the seniority claims of a junior principal.

Section 12.5 Reinstatement:

Subd. 1. Process: No new principal shall be employed by the School District while any qualified principal is on ULA. Principals placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which principals were placed on ULA.

Subd. 2. Notices: When placed on ULA, a principal must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the District's Human Resources office. Proof of service by the person in the School District depositing such notice to the principal at the last known address shall be sufficient. The principal on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a principal shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Re-employment: If a position becomes available for a qualified principal on ULA, the School District shall mail the notice to such principal, who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to accept re-employment, in writing, within such ten (10) day period shall constitute a waiver on the part of the principal to any further rights of employment or reinstatement, and that principal shall forfeit and future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease two (2) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified principal.

Section 12.6 Establishment of Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list (by name, date of employment, qualification, and position/grade level) to be prepared from its records. This list shall be sent by email to all members of the unit on or before October 1st.

Subd. 2. Request for Change: Any principal whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date such list was sent to all members to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd. 3. Final List: Within twenty (20) days from the date of emailing the list to all members, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall then be prepared by the School District and sent by email to all members of the unit, which list, as revised, shall be binding on the School District and any principal.

Subd. 4. Reassignment: Principals placed on ULA will be eligible to assume any open teaching position in their area of teacher certification. They will be placed on the teacher seniority list using the date of hire in the Big Lake School District, per wording in the Big Lake Education Association master contract.

Section 12.7 Filing of Licenses:

In any year in which a reduction of principal positions is occurring and the School Board is placing principals on ULA, only those licenses actually received in the Superintendent's office for filing as of October 1 of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after October 1st shall be considered for purposes of reinstatement but not for the current reduction.

Section 12.8 Effect:

This article shall govern all principals, as defined in Section 12.2. above, and shall not be construed to limit the rights of any other licensed employee not covered by the Administrative Agreement or other Master Agreement affecting such licensed employee.

Section 12.9 Procedure:

Any challenge by a principal who is proposed for placement on ULA or reinstatement there from shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14, and, therefore, shall not be subject to the grievance procedure.

Section 12.10 Status of Benefits:

A principal on ULA shall not be paid for or accrue sick leave or personal leave while on ULA but upon reinstatement shall have restored all previously accrued sick leave and personal leave earned prior to placement on leave. A principal on ULA shall not be entitled to severance pay upon placement on ULA and shall not earn service credit toward severance while on ULA. Severance pay shall be granted to a principal within 30 days of the date reinstatement rights cease if a principal has not been reinstated from ULA within the reinstatement period. The rate of pay for severance shall be based upon the rate the principal earned just prior to placement on ULA. A principal on ULA also shall not earn step advancement or credit toward career increment pay on the salary schedule while on ULA but shall be placed on the next step upon reinstatement.

ARTICLE XIII - PROBATIONARY PERIOD

Section 13.1 Probationary Period:

There shall be a two (2) year probationary period at the time of first appointment to the position of principal/assistant principal in the School District.

There shall be a one (1) year probationary period for an assistant principal of the School District who is promoted from a position within the Unit to the position of principal.

ARTICLE XIV - RETIREMENT

Section 14.1 Mandatory Retirement:

The mandatory requirement age for all Administrators shall be in accordance with governing State and Federal laws.

Section 14.2 Early Retirement:

To allow Administrators to retire prior to the mandatory age of retirement, the following early retirement program is established for eligible Administrators.

Subd. 1. Insurance: Administrators who are eligible and retire from the District after 25 years of service to the School District in a licensed position, and who are immediately eligible for a public pension, shall continue to receive their health and dental insurance coverage at District expense for the retiree and spouse until the retiree and spouse both become eligible for Medicare.

Subd. 2. Early Retirement Incentive: Any Administrator who has completed twenty years of service in District #727 and qualifies for the state retirement program will be eligible for a sick leave buy out equal to a maximum of 60 sick leave days.

Subd. 3. Payment: Early Retirement Incentive pay shall be paid into a tax deferred savings plan (457 or 403b) in a lump sum within 30 days of the last day of employment or in six (6) equal installments of six (6) months as mutually agreed by the administrator and the District.

The above days are to be deducted from and limited to the Administrator's accrued unused sick leave. The rate of pay will be the annual contract pay divided by the Administrator's work year.

ARTICLE XV – SEVERANCE

Section 15.1 Severance:

Upon discontinuance of employment, in the School District, Administrators shall be granted severance pay equal to three (3) days of pay for each year of full time service from year one to year fourteen (14). After fourteen years, severance pay will become four (4) days of pay for each year beginning with the first year of employment to a maximum of one hundred ten (110) days. This severance pay will be based upon the administrator's daily salary during the last year of employment.

Subd. 1. Payment: Severance pay shall be paid into a tax deferred savings plan (457 or 403b) in a lump sum within 30 days of the last day of employment or in six (6) equal installments of six (6) months as mutually agreed by the administrator and the District.

Subd. 2. Beneficiary: If an administrator dies before all or a portion of the severance package has been disbursed, the balance due shall be paid as a lump sum to the deceased administrator's estate.

Subd. 3. Years of Service: Severance pay will be calculated based on the Administrator's years of service with the Big Lake School District in a position that requires a Minnesota teaching and/or administrative license.

ARTICLE XVI - MATCHING TAX DEFERRED SAVINGS PLAN

Section 16.1 Description:

The tax deferred savings plan is designed to encourage administrators to develop a financial plan for their future by providing a matching contribution to an administrator's tax deferred savings plan according to his/her eligibility as specified herein. The matching tax deferred savings program is subject to the rules as entitled under Minnesota State Statutes 352.96 and 356.24 and Internal Revenue Service code 457 and 403B.

For administrators hired after January 1, 2004, the provisions of this Article replace the contractual provisions of Article XIV which provides for early retirement pay and District contribution towards retiree insurance premiums, and Article XV which provides for severance pay.

Section 16.2 Eligibility:

Administrators working full time are eligible for the matching District contribution at the beginning of the year they have continuing contract status with the District. Administrators on an unpaid leave of absence may not participate in the matching program while on leave.

Section 16.3 District Matching Contribution:

The School District will match the contribution of an eligible administrator toward a tax deferred savings program subject to the rules as entitled under Minn. Stats. §§ 352.96 and 356.24 and Internal Revenue Service Code Sections 457 and 403B, and Roth 403B and Roth 457 plan up to an annual amount of \$3,000 (three thousand dollars). The District match will be made on a dollar for dollar basis up to the maximum annual amount. Employees may not recover District matching contributions for years in which they chose not to participate or participated at a level below the maximum District contribution level. The annual year for District contributions shall be July 1 through June 30.

Section 16.4 Transition Provisions:

The purpose of the matching tax deferred savings plan is to replace the severance and early retirement payments and post retirement District insurance contributions provided for in Articles XIV and XV of the Master Contract.

Administrators hired prior to January 1, 2004 may irrevocably choose to participate in the matching tax deferred savings plan and thereby forfeit their rights to the benefits of Article XIV Retirement and Article XV Severance.

ARTICLE XVII - DURATION

Section 17.1 Term of Contract:

This Agreement shall remain in full force and effect for a period commencing July 1, 2025, except as specifically provided otherwise in this Agreement, through June 30, 2027, and thereafter unless modified or terminated pursuant to the P.E.L.R.A. of 1971 as amended.

Section 17.2 Modification:

If either party desires to modify or terminate this Agreement effective on June 30, 2027, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Section 17.3 Effect:

This Agreement constitutes the full and complete agreement between the School District and the Association. The provisions herein supersede and take precedence over any and all prior Agreement, resolutions, practices, School District policies, rules or regulations concerning the terms and conditions of employment.

Section 17.4 Negotiations During Term:

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for Administrators. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the School District and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplations of either or both of the parties at the time this Agreement was negotiated or executed; provided, however, that any provision of this Agreement may be amended in writing at any time by mutual consent of the parties.

Section 17.5 Finality:

It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 17.6 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 provision of the Agreement or the application of any provisions thereof under different circumstances.

APPENDIX A

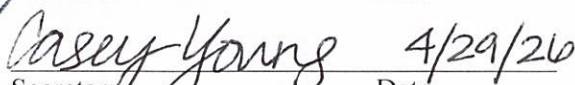
2024-2025 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
All Principals (225 Days)	\$ 127,229	\$ 130,804	\$ 134,479	\$ 138,257	\$ 142,142	\$ 146,136	\$ 150,243
	565.46/day	581.35/day	597.68/day	614.48/day	631.74/day	649.49/day	667.75/day
Asst Principals (225 Days)	\$ 109,188	\$ 111,616	\$ 114,099	\$ 116,640	\$ 119,240	\$ 121,898	\$ 124,617
	485.28/day	496.07/day	507.11/day	518.40/day	529.95/day	541.77/day	553.85/day
2025-2026 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
All Principals (225 Days)	\$ 131,046	\$ 134,728	\$ 138,513	\$ 142,405	\$ 146,406	\$ 150,520	\$ 154,750
	582.43/day	598.79/day	615.61/day	632.91/day	650.69/day	668.98/day	687.78/day
Asst Principals (220 Days)	\$ 114,647	\$ 117,196	\$ 119,804	\$ 122,472	\$ 125,202	\$ 127,992	\$ 130,848
	521.12/day	532.71/day	544.56/day	556.69/day	569.10/day	581.78/day	594.76/day
2026-2027 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
All Principals (225 Days)	\$ 135,633	\$ 139,444	\$ 143,361	\$ 147,389	\$ 151,530	\$ 155,789	\$ 160,166
	602.81/day	619.75/day	637.16/day	655.06/day	673.47/day	692.39/day	711.85/day
Asst Principals (220 Days)	\$ 118,660	\$ 121,298	\$ 123,997	\$ 126,758	\$ 129,584	\$ 132,472	\$ 135,428
	539.36/day	551.36/day	563.62/day	576.17/day	589.02/day	602.15/day	615.58/day

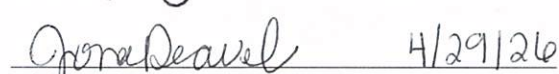
New Principals or Re-assignments: Newly hired principal/assistant principal salaries will be subject to negotiations with the Superintendent and final approval by the School Board. The School District retains the right to negotiate the salary for newly hired principals/assistant principals. Salary placement due to reassignment within the district will be subject to negotiation with the Superintendent and final approval by the School Board but will not be less than salaries designated by the appropriate schedule.

Agreed to as full and complete settlement of terms and conditions of employment by the signatures of the following representatives of the School District and the Association:

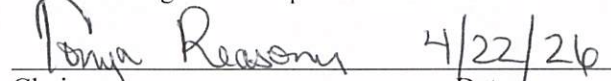
FOR: Big Lake Administrators' Association

 4/29/26
President Date

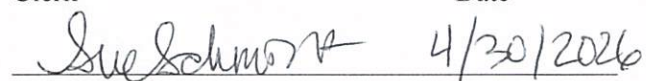
 4/29/26
Secretary Date

 4/29/26
Chief Administrative Negotiator Date

FOR: The Big Lake Independent School District #727

 4/22/26
Chair Date

 4/22/26
Clerk Date

 4/30/2026
Chief Board Negotiator Date