SAUK CENTRE PUBLIC SCHOOLS

MASTER AGREEMENT

BETWEEN

INDEPENDENT DISTRICT #743

AND

SAUK CENTRE PRINCIPAL'S ASSOCIATION

FOR THE YEARS

2025-2026 AND 2026-2027

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ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent District No. 743, Sauk Centre, Minnesota, hereinafter referred to as the District and the Sauk Centre Principals Association, hereinafter referred to as exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for principals during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

ARTICLE III
DEFINITIONS

Section 1. P.E.L.R.A.: The term "P.E.L.R.A." shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 2. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage 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 District. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

Section 3. Principal: The term "principal" shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by the State of Minnesota as a principal or assistant principal and who devote more than 50% of their time to such administrative and supervisory duties, excluding the following: superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, emergency employees and all other employees.

Section 4. District: For purposes of administering this Agreement, the term "District" shall mean the school board or its designated representative.

Section 5. Principal or Employee: Reference to "principal" in this Agreement shall mean principals and assistant principals except in those cases where there is a clear distinction between the two positions. Reference to "employee" in this Agreement shall mean a member of the appropriate unit.

Section 6. Association: Shall mean the Sauk Centre Principal Association or its designated representative.

Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
DISTRICT RIGHTS

Section 1. Inherent Managerial Policy: The exclusive representative recognizes that the 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 and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the District. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders 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 District.

ARTICLE V
PRINCIPAL RIGHTS

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

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative 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 District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in twelve equal installments, beginning with the first pay period in July.

Section 4. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files generated relating to each principal shall be available during regular school business hours to each individual employee upon written request. The principal shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the District may destroy such files as provided by law.

Section 5. Use of Facilities: The Association shall have the right to use District buildings for meetings as scheduled with the superintendent, provided that this use shall not interfere with or interrupt school operations.

Section 6. Meet and Confer: Meet and Confer sessions between the Association and the District shall occur as per statute.

ARTICLE VI
COMPENSATION

Section 1. Payment: The following shall be the total position compensation and shall be paid in 24 (twenty-four) equal annual installments.

Steps	2025-2026	2026-2027
1	$101,603	$102,670
2	$105,443	$106,603
3	$109,282	$110,539
4	$113,122	$114,479
5	$116,962	$118,424
6	$120,802	$122,372
7	$124,639	$126,322
8	$128,484	$130,283
9	$132,323	$134,242
10	$136,165	$138,207

Subd. 1 The School Board reserves the right to place all new principals at the appropriate step on the salary schedule.

A one-time stipend of $4,000 per Principal/$3,640 per Asst. Secondary Principal to be paid on June 30, 2026 payroll for the 2025-2026 contract year.

A one-time stipend of $3,500 per Principal/$3,185 per Asst. Secondary Principal to be paid on June 30, 2027 payroll for the 2026-2027 contract year.

Stipends are not guaranteed for future rounds of negotiations, and are payable for this contract term on the stated dates.

Subd. 2 In addition to the above salary a principal with full time licensed educational experience, inclusive of the current service year, in a private or public school shall receive the following specified career increment payment:

20-24 years	$1,000.00
25-29 years	$1,500.00
30+ years	$2,000.00

Said career increment payment will be paid with the June 30 payroll.

Section 2. Duty Days: The following shall constitute the duty days within a year for each individual:

Secondary Principal	229 days
Asst. Secondary Principal	208 days
Elementary Principal	229 days

The Asst. Secondary Principal receives 91% of all salary and benefits unless specifically noted.

Section 3. Pay Deduction: Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence.

Section 4. Professional Dues: The District will underwrite the cost of professional membership in one state and one national organization associated with the administrator's line of duty for the District.

Section 5. Mileage: A principal may use their personal vehicle in the performance of school business and mileage will be paid at the rate set by the School Board in District Policy. All said usage shall be limited to trips with a radius under 150 miles and under no circumstance will any student, that is not their child, be transported while on school business. Additionally, said principal will annually provide the District with a copy of their automobile insurance policy.

Section 6. National Convention: Attendance at a maximum of two (2) conventions each year shall be paid by the District. This shall include an allowance not to exceed $3,000.00, for attendance at a convention of national scope once in each three-year period. Attendance at additional conventions/conferences/workshops shall be at the discretion/direction of the superintendent. Scheduling and any expenses shall be subject to the approval of the superintendent. The allowance expenses shall be paid or reimbursed upon the submission of appropriate receipts.

Section 7. Incidental Expense Reimbursement:

The District may reimburse eligible employees for actual, reasonable, and necessary work-related incidental expenses, up to a maximum of $500 for fiscal year 2026-2027.

Reimbursable expenses may include, but are not limited to, staff morale activities, refreshments, employee recognition items, or similar purposes that support District operations.

Reimbursement requests must be submitted with itemized receipts and appropriate documentation in accordance with District procedures and must be approved prior to payment.

Section 8. 403b Matching Contribution Plan:

Subd. 1. Beginning July 1, 2001, a tenured administrator shall be eligible to participate in a 403b matching program contribution plan pursuant to M.S. 356.24.

Subd. 2. The District shall match eligible annual administrator contributions in the amount of $2,500.00 for each tenured principal for the 2025-2026 and $3,000 for 2026-2027 years. A principal shall be considered fully vested upon commencement of their fourth year of service to the District.

Subd. 3. The maximum career matching contribution by the District shall not exceed $30,000 for administrators otherwise qualifying under this section.

Subd. 4. Prior to July 1 of any year, an administrator shall declare his/her intent to participate in a 403b matching program contribution plan by submitting a signed Intent to Participate form to the Payroll Department. Responsibility for filing said form is solely the responsibility of the administrator. An Intent to Participate form shall be binding until a written and signed withdrawal of participation is provided to the Payroll Department. In order for the Intent to Participate form to be valid, it is the administrator's responsibility to have all vendor accounts established and all vendor forms appropriately completed and signed. Failure on the part of the administrator to do so will void any School District match for said year.

Subd. 5. An administrator may, through payroll deduction, as indicated on the Intent to Participate form, contribute any dollar amount in excess of the District contribution, provided that they are responsible for and comply with all applicable rules and statutes.

Subd. 6. The District and the administrator will direct their contributions to the same vendor. The District's contribution will match an administrator's contribution dollar-for-dollar, up to the yearly District maximum.

Subd. 7. Contributions as defined on the annual Intent to Participate form shall be made twice monthly, for twelve months, July through June.

Subd. 8. The administrator shall choose a vendor from the School District's established list in order to participate.

Subd. 9. Management of both the portfolio of individual investments and the District contributions shall be solely the responsibility of the administrator in whose name these investments have been made. The District assumes no current or future liability for contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decisions which are made by the administrator.

Administrators are not to construe any plan or the District contributions to any plan or the opportunity of the administrator to match such contributions as legal, tax, or investment advice by the District. Each administrator should consult his/her own attorney, accountant, and investment advisor as to legal, tax,

and investment issues relating to contributions in any plan. The District has neither reviewed nor approved any investment programs which the administrator may obtain by way of contributions under any plan.

Each administrator agrees to indemnify and hold harmless the District from any adverse investment experience arising from or connected with contributions to any plan.

Subd. 10. There shall be no District contribution for any administrator on a leave of absence.

Subd. 11. In addition to the above payments, an administrator who has had his/her retirement accepted by the School Board may be eligible to remain in the existing group health and hospitalization insurance program as provided in the current insurance company agreement and statute. The District shall contribute $750.00 per month toward the premium coverage. Such eligibility and contributions shall continue for a maximum of 96 months or until said principal is eligible for Medicare, whichever comes first. Any additional monthly premium shall be prepaid by said administrator. Principals hired after January 1, 2019 are not eligible for this benefit.

ARTICLE VII
DUTY YEAR

Section 1. Duty Days: The duty year for principals shall be twelve months and shall consist of the duty days as defined in Article VI.

Section 2. Scheduling of Duty Days: The duty day schedule for principals shall be subject to the approval of the superintendent.

Section 3. Non-Duty Days: Unless otherwise approved, all non-duty time to which an administrator is entitled for a given contractual year shall be taken by the following July 1.

Section 4. Work Schedule: Each principal is responsible for creating a work year schedule and ensuring that the required duty days are worked. Schedules are subject to review annually by the Superintendent.

Section 5: Work Day: The professional discretion of a principal in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with responsibilities of the principalship.

ARTICLE VIII
GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the District as provided by law.

Section 2. Health and Hospitalization Insurance - Coverage: The District shall contribute a sum of not to exceed $1,403.00 per month, for July 1, 2025 through February 28, 2026 and $1,600.00 per month, for March 1, 2026 through June 30, 2027 toward the premium for coverage for the Elementary and Secondary Principal employed by the District who qualifies for and is enrolled in the District group health and hospitalization plan. The District shall contribute a sum, not to exceed $1,276.73 per month, for July 1, 2025 through February 28, 2026 and $1,400 per month, for March 1, 2026 through June 30, 2027 toward

the premium for coverage for the Asst. Secondary Principal employed by the District who qualifies for and is enrolled in the District group health and hospitalization plan. In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Principal's healthcare benefits as a result of addressing the 'highly compensated' component of the ACA will be placed into another School District-provided benefit(s) (i.e., a retirement HRA, salary etc) as agreed upon between the parties. Any remaining insurance contribution dollars after the high deductible premium has been paid will be contributed to the employees' HSA account. It is the employees' responsibility to complete all paperwork for said account.

Section 3. Claims Against the District: It is understood that the school District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution: A principal is eligible for District contribution as provided in this Article as long as the principal is employed by the District. Upon termination of employment, except as defined in Article VI, Section 7 e., all District contributions shall cease.

Section 5. Eligibility: Benefits provided in this Article are designed for fulltime personnel as described in this Agreement and shall not apply to part-time personnel.

Section 6. Income Protection: Income protection shall be provided in full, said coverage to be not less than that which is provided to the teaching staff under existing policy.

Section 7. Life Insurance: The District shall contribute up to $600.00 per year towards the cost of a life insurance.

Section 8. Reopener: At the time of execution of this Agreement, some of the principals employed by the District have chosen to waive coverage and are not enrolled in the District group health and hospitalization plan. The District reserves the right to reopen compensation and benefits provisions of this Agreement if, at any time, a principal employed by the District who previously waived coverage chooses to enroll in the District plan.

ARTICLE IX
SEVERANCE

Section 1. Autorization: Principals are eligible to participate in the Minnesota Post Retirement Health Care Savings Plan (PRHCSP) established under Minnesota Statutes, Section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan documents.

Section 2. Eligibility: Principals who have completed at least fifteen (15) years of service with the Sauk Centre School District, shall be eligible for severance pay pursuant to provisions of this Article.

Subd. 1 Severance from employment from the School District will include a resignation accepted by the School Board, retirement from employment, and/or unrequested leave of absence.

Subd. 2. The eligible principal shall be eligible to receive as severance pay upon his/her severance the amount obtained by multiplying his/her unused number of sick and safe leave days, but in any event not to exceed an amount equal to the value of 80 days, times his/her daily rate of pay. Upon severance

from the District, the District agrees to pay all money generated from the days addressed in this section 50% into principal's tax deferred fund and 50% into the principal's (PRHCSP) account pursuant to applicable law. Payment of this amount shall be made by the District in four (4) equal semiannual installments. The first said installment shall be paid within 30 days of the principal's severance date. Principals hired after January 1, 2022 are not eligible for this benefit.

ARTICLE X
LEAVES OF ABSENCE

Section 1. Sick and Safe Leave:

Subd. 1. A principal shall earn sick and safe leave at the rate of 20 days per year. Annual sick and safe leave shall accrue at the start of the fiscal year. State Statue 181.9447 (ESST) defines what this leave can be used for and which family members are included.

Subd. 2. Unused sick and safe leave may accumulate to a maximum of 120 days per employee. When reaching the maximum of 120 days, the principal will have the option of turning in 5 days of sick and safe leave for 1 day of personal leave per school year or they may turn in 5 days of sick and safe leave for 1 day of pay at the principal's current daily rate. Principals exchanging sick and safe leave must notify the district office before September 15th.

Subd. 3. The District may require a principal 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 and safe leave pay. However, the final determination as to the eligibility of a principal for sick and safe leave is reserved to the District. In the event that a medical certificate will be required, the principal will be so advised.

Subd. 4. Sick and safe leave allowed shall be deducted from the accrued sick and safe leave days earned by the principal.

Subd. 5. Sick and safe leave pay shall be approved only upon submission of an electronic request.

Subd. 6. Sick and safe leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for child care purposes may be granted at the discretion of the District.

Subd. 7. Up to five (5) days at any one time if necessary, may be granted in the event of the death or serious illness of a member of the immediate family. Immediate family is defined as the employee's child (including step, adopted, foster), adult child, spouse, sibling, parent, parent-in-law, grandchild, grandparent, stepparent or other relative living in the same household as the principal. Such leaves shall be with pay and shall be deducted from the principal's sick and safe leave.

Section 2. Worker's Compensation: Pursuant to M.S. 176, a principal injured on the job in the service of the District and collecting worker's compensation insurance, may draw sick and safe leave and receive full salary from the District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick and safe leave.

Section 3. Personal Leave:

Subd. 1. Up to two non-cumulative personal leave days may be used each year and count towards duty days.

Subd. 2. Any additional days may be granted at the discretion of the superintendent, for situations that arise requiring the principal's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. These additional days will not be considered as fulfillment of duty days.

Subd. 3. Requests for personal leave shall be submitted electronically at least three days in advance, whenever possible. The request shall state the reason for the proposed leave. The District reserves the right to refuse to grant such leave. All leaves must have prior approval, but at no time shall more than one principal be granted personal leave.

Section 4. Militarv Leave: Military leave shall be granted pursuant to applicable law.

Section 5. Insurance Application: A principal on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the District the monthly premium in advance.

Section 6. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave commenced. No credit shall accrue for the period of time that a principal was on unpaid leave.

Section 7. Eligibilitv: Leave benefits provided in this Article shall apply only to full-time principals as defined in this Agreement.

Section 8. Court Hearings: A principal subpoenaed by a court as a defendent or a witness as a result of performing management duties and responsibilities shall have such time counted as duty time. This provision shall not apply to court cases initiated by any principal or the principal's Association against the District.

Section 9. Professional Leave: Principals may attend meetings, conferences, and workshops, as well as site visits. Such professional leave shall count as duty time.

Section 10. Jury Duty Leave: A principal selected to serve jury duty shall be provided leave with pay for each day required. The principal shall reimburse the District any per diem paid to a juror by the Court, excepting meal and mileage allowances.

Section 11. Injury On The Job: For injuries that occur while a principal is on duty, sick and safe leave will be charged against the principal only for amounts not covered by worker's compensation and/or Long Term Disability insurance supplied by the District.

ARTICLE XI
GRIEVANCE PROCEDURE

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

Section 2. Representative: The principal or school board may be represented during any step of the procedure by said party or by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days 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 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 superintendent, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty 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 time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the principal(s) and the District's designee.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the superintendent or 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 board, 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 board, the school board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. 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 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 principal(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the principal(s) and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, with 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 commissioner to appoint an arbitrator, pursuant to P.E.L.R.A. 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 pursuant to P.E.L.R.A. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 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.

Subd. 5. 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 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.

Subd. 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 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.

Subd. 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, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public Districts 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 XII
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 District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2: The District and the Association concur that the management nature of the duties and responsibilities covered by this agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities.

Section 3: The exclusive representative agrees, therefore, that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

Section 4: Principals in the event of a strike or work stoppage by other District employees, shall report for duty to carry out District policies and directives. A principal shall be compensated during a strike or work stoppage by other District employees, provided, the principal reports for duty and performs assigned duties and responsibilities.

ARTICLE XIII
SENIORITY

Section 1: Determination of seniority for placement on unrequested leave shall be based solely on the date of hire as a principal, excepting that should there be a difference in administrative licensure the Board shall reserve the right of determination. Date of hire will be the date of Board action.

Section 2: For purposes of placement on unrequested leave and reinstatement of those principals with the same date of hire, ties shall be broken by the date of hire within the District, with the first hire having seniority. Should there still remain a tie seniority shall be determined by issuance of the license file folder number.

ARTICLE XIV
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2027, and thereafter pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2025, 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 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and the exclusive representative representing the principals of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, 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 District to continue or discontinue existing or past practices, or prohibit the District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

Section 4. Provision Contrary to Law: Any portion of this agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. The provisions of this agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provision of this agreement or the application of such provisions under other circumstances. The District and the Association shall meet to attempt to negotiate an amended clause to replace any invalid provision.

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

For Sauk Centre Principal's Association

Sheila Hata
President

Amy Millard
Secretary

Dated this 17th day of February, 2026

For Independent District No. 743

Ann Hess
Chairperson

Clerk

Dated this 17th day of February, 2026