

INDEPENDENT SCHOOL DISTRICT 750

COLD SPRING, MINNESOTA

2023-2025 MASTER AGREEMENT

BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 750

AND

THE ROCORI CONFIDENTIAL ADMINISTRATORS ASSOCIATION

BOARD APPROVED: **June 24, 2024**

ARTICLE I PURPOSE

Section 1. Parties. This Agreement entered into between the school board of Independent School District No. 750, Cold Spring, Minnesota (hereinafter referred to as the school district) and the ROCORI Confidential Administrators Association (hereinafter referred to as the 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 the School District Confidential Directors and related personnel during the duration of this Agreement.

ARTICLE II EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. The school district recognizes the ROCORI Confidential Administrators Association as the exclusive representative of school district Directors classified as confidential employees by the school district of Independent School District No. 750, which exclusive representative shall have those rights and responsibilities as prescribed in the provisions of this Agreement. This agreement is 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 the School District Directors and related personnel during the duration of this Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent the confidential employees of the district to include the Director of Business Services and the Director of Human Resources.

ARTICLE III SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules, and Regulations. The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed

by the school district. The parties further recognize that the school district, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of state and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and without force and effect.

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to View. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any public employee to perform labor or services against his will.

Section 2. Right to Join. Employees shall have the right to form and join such organizations.

ARTICLE V BASIC COMPENSATION

Section 1. Salary Rates. All positions are to be considered as 12-month, full-time contracts, unless agreed upon otherwise by the school district and the exclusive representative. Salary range is as follows:

The salary for each Agreement year (July 1 – June 30) is as follows:

Director of Human Resources 2025-2026 \$97,951

2026-2027 \$102,359

Subd 1. In a normal work year, this assumes 260 days of responsibility. Calculations for duty days, holidays, non-duty days, and paid vacation time are based on 260 responsibility days in a year.

Section 2. New or Additional Directors classified as Confidential Employee. Newly hired Directors' salary will be subject to negotiations with the Superintendent and final approval by the School Board. The Board retains the right to negotiate the salary for newly hired Directors.

Section 3. Travel Allowance and Job-Related Expenses. Authorized travel, approved by the superintendent shall be by school owned vehicle or private automobile. Authorized travel by private automobile shall be reimbursed at the current IRS mileage allowance. Changes in rate shall be effective at the time the contract is signed. Authorized related expenses may include parking, registration, meals, and lodging for attendance at functions required by district, conference, or MSHSL rules.

Section 4. Performance Compensation. The Superintendent will conduct a performance evaluation of the Director each Contract year. Based on the outcome of the evaluation, the Director shall be eligible for a one-time performance payment in the amount of 2% of the current Director's salary. Such payment shall be made at the end of a Contract year. The determination of performance pay for a Contract year shall be made by the Superintendent, and such determination shall be final.

ARTICLE VI FRINGE BENEFITS

Section 1. Health Insurance. The School District shall offer the Director health insurance, as provided under the School District's group plan which is selected by the School District. The School District shall contribute to the cost of the monthly premiums as follows:

Effective July 1, 2023

Single	\$9,361
Employee + Spouse	\$19,565
Employee + Child(ren)	\$16,756
Family	\$26,024

Effective July 1, 2025

Single	\$10,765
Employee + Spouse	\$22,499
Employee + Child(ren)	\$19,270
Family	\$29,928

Effective July 1, 2026

Single	\$10,765
Employee + Spouse	\$22,499
Employee + Child(ren)	\$19,270
Family	\$29,928

Employees choosing a high-deductible plan will receive the following monthly district contribution into a VEBA/health care savings account:

District Monthly VEBA/HSA Contribution			
Single Coverage	\$ 250.00		
Family Coverage	\$ 500.00		
Employee plus Spouse	\$ 500.00		
Employee plus Child(ren)	\$ 500.00		

Subd. 1. Claims Against the School District. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 2. Duration of Insurance Contribution. A Director is eligible for school district contribution as provided in this Article as long as the Director is employed by the School District. Upon termination of employment, all district contribution shall cease.

Subd. 3. Eligibility. Benefits provided in this Article are designed for full-time personnel. Less than full-time personnel benefits shall be on a pro rata basis.

Subd. 4. Renegotiation. The selected group health and hospitalization plan must be in compliance with the Patient Protection Affordable Care Act (PPACA). The total benefit package of any health insurance plan(s) provided by the District must also be in compliance with the PPACA.

Neither party made representations regarding any tax treatment relative to the insurance benefits set forth in this contract. In the event this contract will or does cause penalties, fees, fines, or excise taxes to be assessed against the District, the parties agree to renegotiate this contract in a manner that eliminates the penalties, fees, fines, or excise taxes or reduces the amount of any such penalty, fee, fine, or excise tax to an amount deemed satisfactory by the District.

Section 2. Dental Insurance. Dental insurance is available for 100% employee contribution. Dental insurance will discontinue when the employee resigns or retires. There will be an option for the employee to elect COBRA if they choose to continue dental insurance.

Section 32. Life Insurance. The Director shall have an opportunity to participate in the School District's group term life insurance policy with coverage of \$100,000, and the premium for such insurance shall be paid by the School District. The School District shall select the insurance plan and the insurance carrier.

Section 43. Long Term Disability Insurance. The School District shall provide each employee group with a long-term disability insurance plan. The School District shall select the insurance plan and the insurance carrier.

Section 54. Professional Organization Fees. For each Director, the school district shall pay the cost of membership in one (1) national organization and its state affiliate approved by the superintendent. Additional organizations may be granted to a Director upon approval by the superintendent.

Section 65. Conventions. Directors have the option of attending a state convention each year and a national convention/workshop in alternate years with prior approval of the superintendent. Additional meetings/workshops may be approved subject to district needs and budgetary guidelines.

Section 76. Post-Retirement Health Care Savings Plan (PRHCSP). The District will contribute \$2,000 per year into a PRHCSP. Contributions by the District shall occur throughout the year and will be reflected on the employee's pay stub each pay period. The PRHCSP provision is subject to the Laws of the State of Minnesota, Minnesota Statutes and Internal Revenue Code.

Section 87. Wellness Payout. After 500 hours of sick leave have been accumulated, the Director may choose to have up to 60 hours in a given year converted into payment into the PRHCSP. Payment will be made at the conclusion of the contract year at the request of the Director. Such request must be submitted to the district no later than June 15.

Section 98. Section 403(b). The Director may participate in the School District's matching annuity plan as provided in Minnesota Statutes §356.24, subd. 1(5)(ii) if the Director's work schedule equals or exceeds 50% or more of a full-time position. The School District will match the Director's contributions to a 403(b) plan on a dollar-for-dollar basis up to \$2,200 per year. The School District's maximum matching contributions during the Director's employment shall not exceed \$32,000. If the School District's maximum matching contribution is not fully utilized due to the amount of the Director's contribution to a 403(b) plan, the Director may not "carry-over" any matching obligation to a subsequent Contract year, nor will the Director have any right to payment in lieu of matching contributions.

ARTICLE VII **LEAVES OF ABSENCE**

Section 1. Sick Leave-ESST. The Director shall accrue sick leave on a monthly basis for a total of 104 hours for each Contract year. If the Director works less than full-time in a Contract year, the Director will accrue sick leave on a pro-rata basis. The Director may accumulate a maximum of 1,872 hours of sick leave during their employment with the School District. The Director shall not be paid for any unused accrued sick leave upon expiration of this Contract, or at termination of employment, whether by

resignation or discharge. Sick Leave is to be utilized for absences necessary due to the Director's personal illness or to care for a relative pursuant to Minnesota Statutes §181.9413. The Director may be required to provide certificates of illness by a health care provider for all absences of more than three (3) days duration.

Section 2. Vacation Leave. The Director shall be granted twenty-five (25) days of paid vacation leave each Contract year (July 1 - June 30), which shall be credited to the Director's vacation account on July 1. The Director may carry-over a maximum of fifteen (15) days of unused accrued vacation leave into the subsequent Contract year. The Director shall be paid for any unused accrued vacation leave upon expiration of this Contract or resignation; however, they shall not be paid for any unused accrued vacation leave in the event of an involuntary termination. The daily rate of pay for purposes of calculating the payment for unused accrued vacation leave will be based on 260 days divided by the Director's salary on the last day of employment.

The Director shall comply with all School District policies and procedures regarding use of vacation leave; and all vacation leave is subject to the approval of the Superintendent.

Section 3. Emergency Leave. The Director shall be granted up to forty (40) hours emergency leave with pay, per occurrence, in the event of the death or serious illness or injury of the Director's spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury. The Director shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member with whom there is a close emotional tie.

Requests for emergency leave shall be made in writing to the Superintendent in advance or as soon as possible. All emergency days used are deducted from sick leave.

Section 4. Statutory Leaves. The Director may be eligible for leaves of absence pursuant to federal and state law, including the Family and Medical Leave Act (FMLA), the Minnesota Parenting Leave Act (MPLA), and the Americans With Disabilities Act (ADA). Requests for such leaves shall be made and considered in compliance with applicable law. The Director may be required to use their accrued sick leave and vacation leave during statutory leaves of absence, and after exhaustion of paid leave, such leave shall be unpaid.

Section 5. Minnesota Paid Leave. Employee should refer to the Minnesota Paid Leave program for information on eligibility, payments, time off, and job protections.

Section 65. Holidays. The Director shall be entitled to the following paid holidays as designated by the School Board: New Year's Day; Good Friday, Memorial Day; Juneteenth, Fourth of July, Labor Day; Thanksgiving Day, the Friday after Thanksgiving; Christmas Eve Day; Christmas Day and New Years' Eve Day. If a holiday falls on a Saturday then the preceding Friday is a paid holiday; and if a holiday falls on a Sunday, the following Monday shall be the paid holiday. The designation of paid holidays are subject to change at School Board discretion.

ARTICLE VIII **GRIEVANCE PROCEDURE**

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

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

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. The number of days at each level shall be considered the maximum length of time and every effort should be made to expedite the process.

Subd. 4. Filing and Postmark. The filing or service or any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver. Grievances shall be submitted in writing on forms provided by the school district to the school district's designee, setting forth the

facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Director and the school district's designee.

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

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

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

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

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

Section 8. Arbitration Procedure: In the event that the Director and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request. A request to submit a grievance to arbitration must be filed in writing with the office of the superintendent within ten (10) days following the decision in Level II of the grievance procedure.

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

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

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

- (1) The issue involved.
- (2) Statement of the facts
- (3) Position of the grievant
- (4) Position of the school board
- (5) The written documents relating to Article 10, Section 1 of the grievance procedure.

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

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

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

request of either party. The parties shall equally share fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties and any other expenses which the parties mutually agree are necessary for the conduct of the arbitrator.

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

ARTICLE XIV DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 20253, through June 30, 20275. If either party desires to modify or amend this Agreement commencing July 1, 20275, it shall give written notice of such intent no later than May 1, 20275.

WHEREOF, the parties executed this Agreement as follows:

For the ROCORI Confidential
Administrators Association

For Ind. School District No. 750

Director Negotiator

Chair

Clerk

Dated this _____ day of _____, _____ Dated this _____ day of _____, _____