

INDEPENDENT SCHOOL DISTRICT #595
EAST GRAND FORKS, MINNESOTA
August 1, 2026, through July 31, 2027

Name: Scott Koberinski
Title: Activities Director

ARTICLE I
PURPOSE

This Contract is entered into between Independent School District No.595, Minnesota, hereinafter referred to as the School District, and Scott Koberinski, hereinafter referred to as the Activities Director, who agrees to perform the duties of the Activities Director of the School District.

ARTICLE II
DURATION, EXPIRATION, TERMINATION
DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of 1 year commencing on August 1, 2026, and ending on July 31, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Activities Director or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Activities Director shall cease, unless a subsequent Contract is entered into by the parties. In the event the parties fail to enter into a subsequent contract, the Activities Director employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Contract with the Activities Director or until the School Board provides sixty (60) calendar days of written notice of the termination of the Activities Director employment.

Section 3. Termination During the Term: The Activities Director employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Activities Director during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Business Official, in writing, of the proposed grounds for termination. The Activities Director shall be entitled to a hearing before an arbitrator provided the Activities Director makes such a request, in writing, to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such an event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Activities Director may be suspended with pay pending final determination by the arbitrator. If the Activities Director fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Activities Director shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Activities Director.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Activities Director completing the terms of the existing Contract.

ARTICLE III DUTIES

Section 1. The Activities Director shall perform all duties, incident to the position of Activities Director and such other duties as may be prescribed by the Superintendent and School Board from time to time. The Activities Director shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota State High School League laws relating to the operation of the School Activities. The Activities Director shall attend School Board and other meetings as directed by the Superintendent and shall provide recommendations to the Superintendent regarding the operations of extra and co curricular activities.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Activities Director's duty year shall be for 215 Contract days, and the activities director shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Activities Director shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Holidays: The Activities Director shall be entitled to five (5) paid holidays as designated by the School Board each Contract year.

NOTE 1: *Labor Day, Thanksgiving, President's Day, Christmas Day and Memorial Day*

Section 4. Sick Leave: The Activities Director shall earn paid sick leave at the rate of (12) day(s) per year, and earned sick leave may accumulate to a maximum of 120 days.

A cash bonus will be awarded on a yearly basis, after five (5) years of continuous employment at 10% of accumulated sick days. The employee shall have the option of requesting that cash bonus or continuing to accumulate sick days. Example: After 5 years, an employee has accumulated 50 sick days. At that time the employee has the option to either collect a cash bonus for the 12 days (at 10%) or add the 12 days to previously accumulated sick days. This will occur yearly based on the previous year's accumulated sick days; therefore, employees may not go back any further than the current year to collect the cash bonus.

Earned Sick and Safe Time (ESST)

The parties acknowledge that the paid sick leave benefits provided under this Agreement meet or exceed the requirements of the Minnesota Earned Sick and Safe Time Act (Minn. Stat. §§ 181.9445–181.9448), as amended.

An employee's accrued paid sick leave under this Agreement shall be available for all purposes authorized by the Minnesota Earned Sick and Safe Time Act. Accordingly, no additional Earned Sick and Safe Time benefits shall accrue or be provided beyond the paid leave benefits established by this Agreement.

The District reserves the right to administer paid sick leave in a manner consistent with applicable law. If the Minnesota Earned Sick and Safe Time Act is amended or interpreted in a manner requiring changes to this provision, the District may implement those changes necessary to maintain compliance with applicable law. To the

extent permitted by law, the paid sick leave benefits provided under this Agreement shall be applied toward satisfying the District's obligations under the Act.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Activities Director injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School 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 leave.

Section 6. Bereavement Leave: The Activities Director shall be granted bereavement leave for a death within the Activities Director immediate family. The time utilized shall be in an amount to be determined after conferring with the Superintendent. Days utilized will be deducted from the Activity Director's sick leave. "Immediate family" is defined as the Activities Director's spouse, child, parent, brother, sister, or other relative who was living in the same household as the Activities Director.

Section 7. Personal Leave: The Activities Director may be granted five (5) days paid leave at the discretion of the administration.

Section 8. Jury Service: The Activities Director who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Insurance Application: An Activities Director on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Activities Director shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Activities Director is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Activities Director must pay the entire premium for any insurance retained.

ARTICLE V INSURANCE

Section 1. Health and Hospitalization and Dental Insurance: The School District shall provide the Activities Director and the Activities Director's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan. The School District shall contribute the sum of \$1,042.42 per month for 2026-27. The balance of the premium shall be paid by the Activities Director through payroll deduction. The School District shall also provide the Activities Director and the Activities Director's dependents with dental insurance coverage under the School District's group dental insurance plan. The School District shall contribute the full sum per month toward the premium for such insurance.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Activities Director under the School District's group term life insurance plan in the amount of Teachers Master Agreement level payable to the Activities Director's named beneficiary(ies).

Section 3. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Activity Director under the School District's group long-term disability insurance plan.

Section 4. Eligibility: The eligibility of the Activity Director and the Activities Director's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

Section 6. Paid Family Medical Leave: Effective with the implementation of Minnesota Paid Family and Medical Leave (PFML), the District shall pay 0.44% of the employee's PFML premium contribution, and the employee shall contribute the remaining 0.44% through payroll deduction, for a total premium contribution of 0.88%, or as otherwise established by law.

If the State of Minnesota changes the required PFML premium rate or the allocation of required contributions, the District shall pay the minimum employer contribution required by Minnesota law, and the employee shall contribute the remaining premium amount through payroll deduction, unless otherwise required by law or modified through a subsequent collective bargaining agreement.

ARTICLE VI OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Director will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District shall provide a 403b match of up to \$3,500 of salary per year.

Section 2. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Activities Director attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Activity Director shall periodically report to the Superintendent relative to all meetings and conferences attended. The Activity Director shall file itemized expense statements to be processed and approved as provided by School Board policy and law. The Activities Director can submit a written request to the Superintendent of Schools to attend one (1) national conference every three (3) years at the expense of the School District.

ARTICLE VII SALARY

The Activities Director shall be paid an annual salary of \$101,436 for the 2026-27 Contract year. The annual salary may be modified, but shall not be reduced, during the term of this Contract. The Activities Director will also receive an additional \$2,050 for concession stand coordination duties for the 2026-27 school year. The salaries shall be paid in 24 equal installments during the Contract year.

ARTICLE VIII OTHER PROVISIONS

Section 1. Outside Activities: While the Activity Director shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Superintendent, such activities do not impede the Activities Director's ability to perform the duties of the Activities Director's position

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Activity Director arising out of or in connection with his/her employment and the Activity Director is acting within the scope of employment or official duties, the School District shall defend and indemnify the Activity Director to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The Activity Director is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Activities Director shall present appropriate statements for approval as provided by law.

ARTICLE IX SEVERABILITY

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

Scott Koberinski

Date

INDEPENDENT SCHOOL DISTRICT #595

Lynn Brott, Board Chair

Date

Josh Perkerewicz, Board Clerk

Date