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Our mission is to **educate**, **inspire** and **empower** our diverse learners, to shape their futures, to accomplish their dreams and to contribute positively to our local and global communities.

July 1, 2023 to June 30, 2025

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 728

— AND —

Third Level Administrators



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ARTICLE 1: PURPOSE

This AGREEMENT is entered into between Independent School District 728, Elk River, Minnesota, hereinafter referred to as the School District, and the Third Level Administrators, 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 PELRA, to provide the terms and conditions of employment for Administrators during the duration of this Agreement.

ARTICLE 2: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 Recognition

In accordance with the PELRA as amended, the School District recognizes Third Level Administrators as the exclusive representative of the following positions employed by the School District: Accountant, District Auditorium/Theater Manager, Manager of Community Education Operations, Manager of Community Education Programs, Manager of Early Childhood Family Education, Manager of Purchasing and Inventory Control, Manager of Health Services, Manager of Operations – Health and Safety, Manager of Operations – Custodial Services, Manager of Operations – Facilities, Manager Administrative Services, Assistant Manager of Early Childhood Family Education. The exclusive representative shall represent the positions and have those rights and duties as prescribed by the PELRA as amended, and as described in this Agreement.

ARTICLE 3: DEFINITIONS

3.1 Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation, including fringe benefits (except retirement contributions or benefits), and the employer's personnel policies affecting the working conditions of the Administrators. In the case of professional Administrators the term does not mean educational policies of a School District. The terms in both cases are subject to the provisions of Minnesota Statute §179A.07 regarding the rights of public employers and the scope of negotiations.

3.2 School District

For purposes of administering this Agreement the term "School District" shall mean the School Board or its designated representative.

3.3 Days

Unless otherwise noted in the contract, "days" shall be defined as all calendar days on which the School District is authorized to conduct school.

3.4 Administrator

The term "Administrator" means all Third Level Administrators employed by Independent

School District 728, who are Public Administrators within the meaning of Minnesota Statute §179A.03 and whose position has been determined to be a component of the Third Level Administrator group.

3.5 Full-Time

A “full-time” Administrator shall mean any Administrator who is contracted for a minimum of (260) consecutive duty days and/or eight (8) hours per duty day.

3.6 Part-Time

A “part-time” Administrator shall mean any Administrator who is contracted less than a minimum of two hundred sixty (260) consecutive duty days and/or less than eight (8) hours per duty day.

3.7 Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the PELRA as amended.

ARTICLE 4: SCHOOL DISTRICT RIGHTS

4.1 Inherent Managerial Rights

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

4.2 Management Responsibilities

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

4.3 Effect of Laws, Rules and Regulations

The exclusive representative recognizes that all Administrators covered by this Agreement shall perform services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District.

The exclusive representative 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 exclusive representative also recognizes that the School District, all Administrators 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 void and without force and effect.

4.4 Reservation of Managerial Rights

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE 5: ADMINISTRATORS' RIGHTS

It is recognized that Administrators have all rights as set forth in PELRA as amended and other rights as established by state and federal laws and regulations.

5.1 Administrator's File

No evaluation material may be placed in the Administrator's file without allowing the Administrator the opportunity to file a response thereto, and said response shall become a part of said file.

5.2 Meet and Confer

It is contemplated that matters not specifically covered by these general provisions, but which apply to rates of pay, wages, hours of employment and other conditions of employment, shall be subject to meet and confer procedures between them from time to time during the period of these general provisions upon request by either party to the other. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively consider resolving any such matters.

5.3 Probation

5.3.1 New Employees

All new employees shall be on probation for a period of one hundred eighty (180) calendar days during the employee's regular work year schedule. Continued employment during this period shall be vested solely in the School Board. Subsequent to that period, the employee shall attain regular employment status.

5.3.2 Current Employees Appointed to New Positions

Current regular employees appointed to a **new** position shall serve a one hundred eighty (180) calendar day probationary period in the new position during the employee's regular work year schedule. Continued employment in the **new** position during this probationary

period shall be vested solely in the School Board.

5.4 Step Movement

5.4.1 Initial Grade and Step Placement

All new employees will be placed in the appropriate grade and normally on the Start Step. The Superintendent of Schools will initially place employees above the Start Step when deemed appropriate.

5.4.2 Regular Step Movement

Step increases will be granted to employees contingent upon satisfactory job performance. If the employee's first day of work is between July 1 and December 30, the step change will occur on the following July 1. If the employee's first day of work is between January 1 and June 30, the step increase shall occur on July 1 of the following year. All subsequent step increases shall be on July 1. The School Board reserves the right to withhold a step increase in individual cases for good and sufficient reasons. The School Board shall give written notice of the reason for such action.

5.4.3 Step Movement After Initial Placement Above the Start Step

Employees initially placed above the Start Step will not be eligible to advance to the next step until successfully completing the initial one hundred eighty (180) calendar day probationary period during the employee's regular work year schedule. If the employee's first day of work is between July 1 and December 30, the step change will occur on the following July 1. If the employee's first day of work is between January 1 and June 30, the step increase shall occur on July 1 of the following year. All subsequent step increases shall be on July 1.

5.4.4 Step Movement Involving New Positions

If an intra-unit employee voluntarily accepts a posted position and transfers within the Third Level Administrator unit with a different job description and higher pay grade than the position the employee is working under, the employee will then be placed on the pay step in the new pay grade which is the next higher step in wages than the employee's current wage. A Third Level Administrator placed in a new position within the unit will always be placed on or higher than Step One and will progress on the salary schedule as follows:

Employees initially placed on or higher than Step One will not be eligible to advance to the next step until successfully completing the one hundred eighty (180) calendar day probationary period during the employee's regular work year schedule. If the employee's first day of work is between July 1 and December 30, the step change will occur on the following July 1. If the employee's first day of work is between January 1 and June 30, the step increase shall occur on July 1 of the following year. All subsequent step increases shall be on July 1.

ARTICLE 6: GROUP INSURANCE

6.1 Eligibility Requirements For All Insurance Programs

An employee is eligible for any insurance benefit only if the employee qualifies for and enrolls in the School District plan(s).

If increases in insurance benefits occur, those increases will be in force after the proper applications are completed and submitted to the insurance carriers and after the insurance carriers have approved the applications and all requirements and waiting periods are met.

6.2 Qualification

In order to qualify for any insurance coverage, the employee must meet the requirements and qualifications established by the insurance carrier. For all insurance programs, 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 School District as a result of a denial of insurance benefits by an insurance carrier. An employee is eligible for School District contribution as provided herein as long as the employee is employed and on paid status by the School District. Upon termination of employment, all School District contributions shall cease.

6.3 Continuation of Benefits

The employer shall pay the employer's portion of any insurance premium due, per Workers' Compensation claim, for a period up to a maximum of one hundred twenty (120) calendar days after an employee is off the payroll status, is disabled, and is receiving benefits under Workers' Compensation.

6.4 Health and Hospitalization

For full-time employees, the School District will pay one hundred percent (100%) of the single premium and ninety-four percent (94%) of the cost of a family premium. For part-time employees who work twenty (20) hours or more per week the School District will pay one hundred percent (100%) of the single premium and will pay a pro-rata portion of the family contribution based on two thousand eighty (2080) hours per year.

If an employee chooses to participate in a health and hospitalization plan that qualifies for a Health Savings Account, the School District will contribute a monthly amount equal to the amount that the School District would contribute to the employee's Open Access Choice \$25 Copay plan or its equivalent. That amount would first be applied toward the insurance premium. The School District would contribute any additional amount toward a Health Savings Account each month not to exceed the annual plan deductible, subject to the requirements of the IRS.

If the employee submits evidence of a hardship the School District will make the remainder of the annual contribution to the Health Savings Account at that time and stop all monthly contributions for the remainder of the year.

6.5 Life

Effective with the date designated by the carrier or upon the first day of the month following approval by both parties and the carrier, the School District shall provide group term-life insurance coverage for its employees in an amount that is twice the amount of the employee's salary to a maximum benefit of one hundred seventy-five thousand and 00/100 dollars (\$175,000.00). The cost of the insurance premium will be paid by the School District.

An employee will have the option to purchase additional amounts of term-life insurance in multiples of five thousand and 00/100 dollars (\$5,000.00) subject to the approval of the insurance carrier. The cost of any additional insurance will be paid for by the employee.

The maximum amount of combined benefit of the group term-life insurance that the School District purchases on behalf of the employee and the additional group term-life insurance that the employee purchases shall not exceed one hundred seventy-five thousand and 00/100 dollars (\$175,000.00).

6.6 Long-Term Disability

The School District shall provide long-term disability insurance coverage for its employees. The cost of the insurance will be paid for by the School District. The benefit levels will be as follows:

- A. Sixty (60) consecutive calendar day waiting period.
- B. Two-thirds (2/3) of employee's gross salary benefit payments.
- C. Up to a maximum monthly benefit payment of six thousand three hundred eighty-nine dollars (\$6,389.00).

6.7 Dental

The School District shall offer group dental insurance and contribute the cost of the single premium for all full-time employees and a pro-rata portion for all part-time employees, who qualify for and enroll in the School District group dental insurance plan.

Employees may elect to purchase group family dental insurance coverage, through the School District's plan, providing such coverage is available and the employee and family qualify for coverage. The School District will contribute forty and 00/100 dollars (\$40.00) per month, in addition to the cost of the single premium, towards the cost for family coverage. The total School District contribution will be pro-rata for part-time employees. The difference between the School District contribution and the premium shall be paid by the employee through payroll deduction.

6.8 Liability and Property

The School District shall procure insurance against liability of the School District and its officers and employees for damages resulting from its torts and those of its officers, employees, and agents pursuant and subject to Minnesota Statutes §466.01 through §466.12. The insurance shall be for the purposes stated in Minnesota Statute §466.07 requiring the School District to indemnify any of its officers and employees provided that the officer or employee was acting in the performance of the duties of the position and was not guilty of malfeasance in office, willful

neglect of duty, or bad faith.

ARTICLE 7: VACATIONS

7.1 Benefit

A full-time employee shall be granted thirty (30) days of vacation with pay. Employees working less than full-time shall receive vacation on a pro-rated basis.

Vacation pay shall be approved only upon submission using "Employee Access". Employees will be allowed to carry over from one (1) school year to the next an amount of unused paid vacation equal to one (1) years allotment. Effective July 1, 2024 employees will be allowed to carry over vacation time from one year to the next to a total of seventy (70) days maximum available balance.

The days of vacation to which an employee will be entitled shall be computed with June 30 as the anniversary date.

Upon termination of employment, the Administrator shall be entitled to payment for any unused, non-forfeited vacation days accrued and earned up to sixty (60) days.

ARTICLE 8: HOLIDAYS

8.1 Number of Days

All full-time Administrators shall be granted twelve (12) holidays per year, with pay, coinciding with the school calendar as adopted by the School Board and which fall during the work year of such employees.

8.2 Holidays Defined

Those holidays shall be:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Juneteenth (June 19th)	Christmas Day
Independence Day	Labor Day
Presidents Day	One (1) other holiday to be used as a Floating Holiday.

If any holiday falls on a weekend day, the Superintendent of Schools will designate another holiday.

8.3 Holiday Occurring During Vacation

Any legal holiday that falls within an employee's vacation period shall not count as a day of vacation.

ARTICLE 9: DUTY YEAR & HOURS OF SERVICE

For exempt employees the specific duty days for the calendar period July 1 to June 30 each year shall be established by each Administrator subject to the approval of the Superintendent of Schools, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority as determined to conduct school.

9.1 Intent

It is the intent of the Third Level Administrators and the School Board to acknowledge the Duty Day and Duty Year that Administrators must work in order to fulfill contractual requirements. It is also the intent of both parties to acknowledge the additional time required by Administrators in order to properly perform their assigned job responsibilities.

9.2 Duty Day

Administrators may be required to work more than the traditional eight (8) hours per day in order to properly perform their assigned job responsibilities.

9.3 Duty Year

The duty year for all full-time Administrators shall be a minimum of two hundred sixty (260) days in a normal work year and a minimum of two hundred sixty-one (261) days in a work year occurring in a leap year, inclusive of vacation days and holidays. Administrators are required to work on all duty days unless on an approved leave of absence. Administrators may be required to work more than their regularly scheduled work days in order to properly perform their assigned job responsibilities.

9.4 School Closings

Administrators are expected to report to work as usual. If an Administrator is unable to report to work, he/she will contact their Supervisor.

9.5 Strike or Work Stoppage

The Administrators covered by this contract, 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 insuring the safety of personnel and property. In no event will the compensation for Administrators be halted or suspended due to strikes or work stoppages of other School District employees.

9.6 Non-Exempt Employees

For those employees who are identified as non-exempt the following provisions shall apply.

9.6.1 Hours of work

The standard work day for non-exempt employees shall be eight (8) hours exclusive of a 30 minute unpaid lunch period. Non-exempt employees who work more than six (6) hours will be entitled to two paid fifteen (15) minute breaks.

9.6.2 Overtime

Non-exempt employees will be entitled to overtime at the rate of time and one-half (1 ½) of their base salary for all hours worked in excess of forty (40) hours in any one-work week.

9.6.3 Hourly rate of pay

The hourly rate of pay for nonexempt employees will be determined by taking the annual salary defined in Attachment A for the non-exempt positions (based on grade and step) and dividing it by 2088 hours.

9.6.4 For purposes of the 403(b) Matching Retirement Plan (Article 11.2.2 and 11.2.3) the annual salary will be determined by taking the employees hourly wage times 2080 hours.

ARTICLE 10: LEAVES OF ABSENCE

10.1 Sick Leave

10.1.1 Benefit

All full-time employees shall earn Sick Leave at the rate of fourteen (14) days per year of service in the employment of the School District.

Unused Sick Leave may accumulate to a maximum credit of two hundred sixty (260) days of Sick Leave per employee. Effective July 1, 2024 the maximum accumulated credit will be two hundred sixty-one (261) days of Sick Leave per employee.

Sick Leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness or injury which prevented her/his attendance at her/his job and performance of duties on that day or days.

The School Board may require an employee to furnish a medical certificate from the school health officer or from a qualified physician or dentist as evidence of illness, indicating such absence was due to illness or injury in order to qualify for Sick Leave pay. However, the final determination as to the eligibility of an employee for Sick Leave is reserved to the School Board. In the event that a medical certificate will be required, the employee will be so advised.

10.1.2 Illness of Immediate Family

Sick Leave may be granted for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary as required by Minnesota law.

The immediate family shall also include the daughter-in-law, and son-in-law of the employee.

Sick Leave allowed shall be deducted from the accrued Sick Leave days earned by the employee.

Sick Leave pay shall be approved only upon submission using "Employee Access".

10.1.3 Leaves Of Absence That Are Not Deducted From Sick Leave

Leaves of absence to participate in meetings, conventions, workshops, etc. will be granted without loss of pay provided such attendance is in the general interest of the School District. Such leaves shall have the prior approval of the employee's Supervisor or designee and shall be reimbursed for travel and lodging in accordance with the current Independent School District 728 Travel Policy per diem.

10.2 **Bereavement Leave**

Bereavement Leave, without the loss of pay, shall be granted for the death of immediate family members. The immediate family members include a spouse, child, parent, sister, brother, grandparent, grandchild, daughter-in-law, and son-in-law.

Bereavement Leave shall also be granted, for a period of up to three (3) days, depending upon the distance to travel, for the death of the employee's or the employee's spouse's parent, sister-in-law, brother-in-law, grandparent-in-law, aunt, uncle, niece, nephew, first cousin, or close friend. Additional days may be granted if the circumstances merit upon request by the Administrator and approval by the Administrator's Supervisor.

Bereavement Leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Bereavement Leave pay shall be approved only upon submission using "Employee Access".

10.3 **Personal Leave**

A full-time employee may be granted two (2) days of leave each fiscal year for personal use. Personal Leave pay shall be approved only upon submission using "Employee Access". Employees may accrue up to a maximum of four (4) days of personal leave.

10.4 **Compensation Leave**

The School District, in its discretion, may grant an employee compensation time (time off) for time worked in excess of the normal work week. Any work beyond the normal work week must be preapproved by the employee's Supervisor. The employee's Supervisor shall schedule the compensation time.

10.5 Maternity Leave

The School Board will grant Maternity Leave in accordance with School Board policy and state and federal law.

An employee shall be afforded a maternity leave of absence provided she follows the procedure outlined in this section.

A pregnant employee shall notify the Superintendent of Schools or their designee in writing no later than the end of the fourth (4th) month of pregnancy, and also at that time, provide a physician's statement indicating the estimated date of delivery of the child.

The employee may submit a written request to the Superintendent of Schools or their designee for a maternity leave including commencement date, and return date, or if the employee so elects, a written resignation pursuant to the dates recommended by the Superintendent of Schools or their designee under this section.

The effective beginning date of such leave and its duration, or resignation, if the employee so elects, shall be submitted by the Superintendent of Schools or their designee to the School Board for action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the Superintendent of Schools or their designee shall review each case on its individual merits.

In making a determination under this section concerning the commencement and duration of a maternity leave of absence, the School Board shall not in any event, be required to permit the employee to return to her employment prior to the date designated in the request for maternity leave.

If the employee complies with all provisions of this section and a maternity leave is granted by the School Board, the School Board shall notify the employee in writing of its action.

An employee returning from maternity leave shall be reinstated in the same position or one for which she is qualified, the first case being the primary consideration provided:

- A. That the position has not been abolished.
- B. That she is not physically or mentally disabled from performing the duties of such position, or
- C. That she returns on the date designated on the request for leave approved by the School Board.

Failure of the employee to return pursuant to the date determined in this section without validated medical reason shall constitute grounds for termination of employment in the School District.

The parties agree that periods of time for which the employee is on maternity leave shall not be counted in determining the completion of the probationary period.

An employee who returns from maternity leave within the provisions of this section shall retain all previous experience credit and sick leave accumulated under the provisions of this Agreement

at the commencement of the leave. The employee shall not accrue additional experience credit while on maternity leave.

An employee on maternity 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 she wishes to retain, commencing with the exhaustion of paid time off and the expiration of the applicable FMLA period. The right to continue participation in such group insurance programs if the employee does not return to the School District, is subject to federal and state laws.

Any Maternity Leave of absence shall be in accordance with the District's policy related to the use of sick or vacation pay.

10.6 Medical Leave

An employee who has completed their probationary period and who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation may, upon request, be granted a Medical Leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School Board.

A request for a Medical Leave of absence or renewal thereof under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume responsibilities.

10.7 Jury Duty

An employee called for Jury Duty shall be granted leave with regular pay less the amount paid to them as Jury Duty pay.

The employee shall submit a request for leave with pay indicating the amount of pay earned while on Jury Duty. The difference between the regular pay and the Jury Duty pay will be paid to the employee at the next regular pay period.

An employee, upon being called for such duty, is expected to inform their Supervisor as soon as notice is received.

When relieved from Jury Duty during the day, the employee is to return to the place of work for the remainder of the regular shift for that day.

10.8 Adoption Leave

Up to a maximum of five (5) days may be granted without loss of pay for Adoption Leave, with a coinciding deduction of sick leave days from the Administrator's sick leave account. If the Administrator does not have enough sick leave days available in their account, the Administrator can take the Adoption Leave without pay or agree to reimburse the School District, through payroll deduction, one hundred twenty-five and 00/100 dollar (\$125.00) per day for each day not deducted from their sick leave account.

Up to an additional five (5) days may be granted for Adoption Leave. The Administrator will reimburse the School District, through payroll deduction, one hundred twenty-five and 00/100 dollars (\$125.00) per day.

10.9 Other Leaves of Absence

The School Board may grant other leaves of absence, with pay or without pay, in accordance with the School Board policy and state and federal law.

Upon granting the School Board granting a temporary leave of absence, Human Resources will notify the office of the Public Employees Retirement Association (PERA) of this action in order to comply with the requirements of the PERA for any employee whose sick leave is entirely used and who is not able to return to normal duties because of illness or injury.

Commencing with the beginning of the leave, an employee who has been granted a leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such programs as the employee wishes to retain. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District.

ARTICLE 11: ECONOMIC BENEFITS

11.1 Mileage

All approved in-district and out-of-district mileage shall be paid at the amount allowable by the Internal Revenue Service for business deductions.

11.2 403(b) Matching Retirement Plan

11.2.1 Eligibility

For the purpose of determining years of employment for Section 11.2, an Administrator who is employed more than .5 FTE during any particular school year will receive credit for one year of employment; and Administrator who is employed .5 FTE or less during any particular school year will receive credit for .5 year of employment. Years of service are determined as of July 1.

11.2.2 Contributions

The School District will contribute to an approved plan, as permitted by Minnesota Statute Subd. §356.24, for each full-time Administrator. The School District will match the employee's contribution on a dollar for dollar basis to a maximum of two thousand and 00/100 dollars (\$2,000.00) annually. The School District's obligation for contributions in matching funds shall cease after the School District has contributed a maximum amount equal to one-half (1/2) of the Third Level Administrators current annual salary or forty four thousand and 00/100 dollars (\$44,000), whichever is greater. Part-time employees who are .5 FTE or more shall be eligible for a pro-rata contribution and a pro-rata limit.

11.2.3 Ten (10) Year Administrators (Sunsetted Provision)

An eligible Administrator employed prior to July 1, 1994, upon completion of ten (10) years of employment with the School District and an eligible Administrator employed July 1, 1994, and after, upon completion of ten (10) years of employment in the School District as a Third Level Administrator, is eligible to receive a guaranteed lump sum payment of the difference between the total amount of funds contributed by the School District to a 403(b) Matching Retirement Plan (annuity fund) as matching funds on behalf of the Third Level Administrator and one-half (1/2) of the Third Level Administrators current annual salary as determined on the Third Level Administrators date of termination of employment or forty four thousand and 00/100 dollars (\$44,000), whichever is greater. The lump sum payment shall be placed into the Administrator's Minnesota State Retirement System Health Care Savings Plan (MSRS HCSP) within sixty (60) days after termination of employment. Employees hired into the Third Level Administrators bargaining unit group after January 31, 2016 will not be eligible for this benefit.

11.2.4 Benefits in the Event of the Death of an Administrator

In the event of the death of an Administrator who qualifies for payment in Section 11.2.3, payment will be made to the Administrator's estate.

11.2.5 Transition Between Plans

A new Administrator who was previously eligible to receive the match under a different Independent School District 728 contract is immediately eligible for matching contributions under the Third Level Administrator contract. An Administrator who was previously employed by Independent School District 728 but was not eligible for the match will be given credit for one (1) year of employment for every two (2) years of employment in Independent School District 728 as a regular employee.

11.2.6 State and Federal Requirements

In no event will the School District be obligated to contribute any amounts greater than authorized by Minnesota Statutes Subd. §356.24, §465.72, §465.722 and other applicable statutes. It is understood that the School District's only obligation is to make the specified contributions and no claim shall be made against the School District as a result of this 403(b) Matching Retirement Plan.

11.3 Section 105 Plan – (Sunsetted Section)

11.3.1 Purpose

The Section 105 Medical Savings Plan provides each Administrator an account with money contributed by the School District. The intent of the program is for the money to remain in the fund during the Administrator's career and eventually be used, by the Administrator, to pay for the cost of health insurance premiums during retirement. The plan also allows the use of the money to pay for immediate medical needs. Planning and

the proper use of the School District's Section 125 Flexible Benefits Program would also be another financial approach to meet immediate medical needs. School District contributions to a Section 105/Health Reimbursement Arrangement (HRA) Plan will sunset effective December 31, 2013.

11.3.2 Contribution

The School District will annually contribute one-thousand and 00/100 dollars (\$1,000.00) per Administrator and a pro-rata portion for part-time Administrators to an Internal Revenue Code Section 105 plan.

11.3.3 Balance Roll Over

Should the Internal Revenue Service (IRS) and/or the Minnesota Department of Revenue rule that such plans may not "roll over" the account balance from one year to the next, or should such "roll overs" be subject to income tax, or should it be ruled that all or part of this contribution by the School District and/or this plan is in violation of state or federal laws, rules, or regulations, or should restrictions to the contribution or the plan be unacceptable to one of the parties, the parties will meet to mutually determine how the benefit will be extended to Administrators. No plan shall be agreed to which denies the Administrators the full benefit of the School District contribution.

11.3.4 Interest Earned on Funds

The parties agree that any interest earned by these funds shall remain with the School District to pay Administrative costs.

11.3.5 Benefits in the Event of the Death of an Administrator

Upon resignation, the School District will contribute in one (1) lump sum payment to Minnesota State Retirement System Health Care Savings Plan (MSRS HCSP) an amount that is equal to the employee's unused balance. The payment will be made within sixty (60) calendar days of the Administrator's School Board approved resignation date.

In the event of the death of an Administrator who has funds remaining in their Section 105 Plan account at the time of their death, and the funds cannot be deposited into the MSRS HCSP, the section 105/HRA Plan Document will stipulate the allowable payment of the remaining funds.

In no event will the School District be obligated to pay any amounts greater than authorized by applicable State Statutes or regulations, or federal laws or regulations. It is understood that the School District's only obligation is to make the specified payment on behalf of the Administrator to the appropriate fund and no claim shall be made against the School District as a result of the Minnesota State Retirement System Health Care Savings Plan (MSRS HCSP)

11.4 Minnesota State Retirement System Health Care Savings Plan

11.4.1 Purpose

The Minnesota State Retirement System Health Care Savings Plan (MSRS HCSP) provides each Administrator an account with money contributed by the School District. The intent of the program is for the money to remain in the fund during the Administrator's career and eventually be used, by the Administrator, to pay insurance premiums during retirement.

11.4.2 Benefit Amount

Effective January 1, 2014, the School District will, on or about July 1st of each contract year, contribute one thousand three hundred and 00/100 dollars (\$1300) for a full-time Administrator and a pro-rata amount for a part-time Administrator to an account established by the Administrator in the MSRS HCSP.

Effective July 1, 2023, the School District will, on or about July 1st of each contract year, contribute two thousand and 00/100 dollars (\$2,000) for a full-time Administrator and a pro-rata amount for a part-time Administrator to an account established by the Administrator in the MSRS HCSP.

11.4.3 Restrictions

Should the Internal Revenue Service (IRS) and/or the Minnesota Department of Revenue rule that all or part of this contribution by the School District and/or this plan is in violation of state or federal laws, rules, or regulations, or should restrictions to the contribution or the plan be unacceptable to one of the parties, the parties will meet to mutually determine how the benefit will be extended to Administrators. No plan shall be agreed to which denies the Administrators the full benefit of the School District contribution.

11.5 Deferred Compensation/Annuity Contribution Sunsetted Provision

Upon the completion of one (1) complete year of employment in Independent School District 728 as an Administrator, the School District shall contribute a maximum of two thousand and 00/100 dollars (\$2,000.00) per contract year for an Administrator employed more than .5 FTE and a maximum of one thousand and 00/100 dollars (\$1,000.00) per contract year for a part-time Administrator who is employed .5 FTE or less towards the purchase of a 401(a) Tax Sheltered Annuity at the choice of the Administrator, with a company approved by the School Board. Years of service for eligibility will be determined as of the Administrator's employment anniversary date, and the first year's contribution will be prorated if date of eligibility is not July 1st. The contributions will be paid in equal installments and made by the School District on behalf of the Administrator twice per month on each payday. If the Administrator resigns or is terminated, all payments by the School District shall cease and the School District will no longer be obligated for any further contributions. Should the Internal Revenue Service (IRS), the Minnesota Department of Revenue and/or any other state or federal agency rule that such payment is not permissible, or should restrictions otherwise not acceptable to one of the parties

be imposed, the parties will meet to mutually determine how the benefit will be extended to the Administrators. No plan shall be agreed to which denies the Administrators the full benefit of the School District contribution.

Effective July 1, 2009, Section 11.5 will be discontinued and one thousand and 00/100 dollars (\$1,000.00) will be added to the salary schedule and each eligible Administrator will receive one thousand and 00/100 dollars (\$1,000.00) in matching funds contributed by the School District on a dollar for dollar basis each year the Administrator contributes to the Administrator's 403(b) plan. The maximum matching contribution by the School District during any period of July 1 of one year through June 30 of the next year is one thousand and 00/100 dollars (\$1,000.00) for a full-time Administrator and a pro-rata amount for a part-time Administrator. This provision is in addition to benefits provided in Section 11.2. Employees hired after July 1, 2008, will not be eligible for benefits under Section 11.5.

Should the Internal Revenue Service (IRS), the Minnesota Department of Revenue and/or any other state or federal agency rule that such payment is not permissible, or should restrictions otherwise not acceptable to one of the parties be imposed, the parties will meet to mutually determine how the benefit will be extended to the Administrators.

11.6 Compensation for Unused Sick Leave (Sunsetted Provision)

11.6.1 Purpose

Compensation for Unused Sick Leave is a severance pay program which allows eligible Administrators to save their sick leave and if eligible, receive severance pay for the accrued sick days upon written resignation.

11.6.2 Qualifications

Any employee who has completed fifteen (15) years of continuous full-time employment with the School District or ten (10) years of continuous full-time employment with the School District as a Third Level Administrator shall be eligible for compensation for unused sick leave upon submission of a written resignation accepted by the School Board. Employees hired into the Third Level Administrators bargaining group after January 31, 2016 will not be eligible for this benefit.

11.6.3 Definition of Continuous Employment

Continuous employment shall be defined as a period of uninterrupted employment with the School District. The continuous service of an employee on an approved leave of absence, a medical leave, or extended sick leave authorized by the School District shall not be deemed to be interrupted.

11.6.4 Discharge Restrictions

Compensation for unused sick leave shall not be granted to any employee who is discharged for cause by the School District.

11.6.5 Amount of Unused Sick Leave Days Credit

An employee shall receive payment for all unused sick leave that they have in their personal accumulated sick leave account on the effective date of their resignation up to a maximum total of two hundred sixty-one (261) days.

11.6.6 Rate of Compensation

The rate of compensation will be two hundred fifty and 00/100 dollars (\$250.00) for each unused sick leave day in their personal accumulated sick leave account.

11.6.7 Payment

Upon resignation, the balance of an Administrator's Unused Sick Leave Account will be paid in the following manner:

Eighty percent (80%) of the Unused Sick Leave Account balance will be transferred in a one (1) lump sum payment to an account established by the Administrator in the Minnesota State Retirement System Health Care Savings Plan (MSRS HCSP). The payment will be made within sixty (60) calendar days of the Administrator's School Board approved resignation date.

1. Twenty percent (20%) of the Unused Sick Leave Account balance will be converted to a defined benefit by dividing the twenty percent (20%) balance of the account by the single monthly premium of the health plan in effect at the time of resignation, adjusted for inflation, based on the most recent actuarial estimates of medical inflation rates, to provide a specified number of months of single health insurance coverage in the District's plan. Such plan will be converted to the Districts Medicare Supplement plan at the age of Medicare eligibility

11.6.8 Benefits in the Event of the Death of an Employee

In the event of the death of an Administrator who has met the service eligibility requirements of Section 11.2, a payment will be made to the estate of the Administrator.

11.6.9 State and Federal Requirements

In no event will the School District be obligated to pay any amounts greater than authorized by applicable state or federal laws or regulations. It is understood that the School District's only obligation is to make the specified payment on behalf of the Administrator to the appropriate fund and no claim shall be made against the School District as a result of the MSRS HCSP.

11.6.10 Restrictions

Should the Internal Revenue Service (IRS) and/or the Minnesota Department of Revenue rule that all or part of this contribution by the School District and/or this plan is in violation of state or federal laws, rules, or regulations, or should restrictions to the contribution or the plan be unacceptable to one of the parties, the parties will meet to

mutually determine how the benefit will be extended to Administrators. No plan shall be agreed to which denies the Administrators the full benefit of the School District contribution.

11.7 Professional Dues

The School District shall contribute up to three hundred and 00/100 dollars (\$300.00) per year for the purpose of paying approved professional dues for each Third Level Administrator.

11.8 Retroactive Pay After Separation

Employees who voluntarily terminate their employment after the expiration of the collective bargaining agreement, but before a successor agreement is reached are entitled to receive back pay for work performed during this time period provided they make a request for back pay to the District's Human Resources Department within thirty (30) calendar days from the date the School Board approves the agreement.

ARTICLE 12: OTHER PROVISIONS

Administrators who are contracted to work less than twelve (12) months and/or less than eight (8) hours per work day, which includes vacation time, will receive benefits on a pro-rata basis.

ARTICLE 13: GRIEVANCE PROCEDURE

13.1 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.

13.2 Representative

Any Administrator or School Board member may represent oneself or be represented during any step of the procedure by oneself and/or any person or agent designated by such party to act on one's own behalf. The individual Administrator shall bear their own expenses.

13.3 Definitions and Interpretations

13.3.1 Extension

Time limits specified in this Agreement may be extended by mutual agreement.

13.3.2 Days

Reference to days regarding time periods in this procedure shall refer to week days on which the School District is authorized to conduct school.

13.3.3 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, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

13.3.4 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 postmark of the United States Certified Mail within the time period.

13.4 **Time Limitation and Waiver**

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Superintendent of Schools, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty (30) days after the date the 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 (1) 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 Administrators and the School District's designee.

13.5 **Resolution of Grievance**

The School District and the Administrator shall attempt to resolve all grievances which may arise during the course of employment of any Administrator within the School District in the following manner:

13.5.1 Level 1

If the grievance is not resolved through informal discussions, the Superintendent of Schools or his/her designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

13.5.2 Level 2

In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within thirty (30) days after receipt of the appeal. Within ten (10) days after the hearing, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee of representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

13.6 **School Board Review**

The School Board reserves the right to review any decision issued under Level 1 of this procedure provided the School Board or its representative notifies the parties of its intentions to review within five (5) 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. Within ten (10) days after notification of review, the School Board shall issue its decision, in writing, to the parties involved. If this occurs, this step will take the place of Level 2. The School Board reserves the right to waive its involvement in this procedure.

13.7 Denial of Grievance

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

13.8 Arbitration Procedures

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

13.8.1 Level 3

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 of Schools within ten (10) days following the decision in Level 2 of the grievance procedure.

13.8.2 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.

13.8.3 Selection of Arbitrator

An arbitrator shall be selected pursuant to M.S. §179A.21.

13.8.4 Powers and Limitations

The arbitrator shall set the time and place for the hearing, the method or procedure, and make all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this article. The decision of the arbitrator, if within the scope of their power, shall be binding on both parties within the limitation of PELRA of 1971, as amended.

13.8.5 Expenses

The individual Administrator and the School District shall bear their 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.

13.8.6 Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a state or federal 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 Administrator shall waive their 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 14: (This Article Reserved for Future Use)

ARTICLE 15: DURATION

15.1 Terms and Reopening Negotiations

This master agreement shall remain in full force and effect for a period commencing upon the July 1, 2023 through June 30, 2025, and thereafter until modifications are made pursuant to the PELRA. In the event a successor agreement is not entered into prior to the expiration date of this agreement, an Administrator 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, they shall give written notice of such intent prior to July 1, 2025.

15.2 Effect

This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the Third Level Administrators of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

15.3 Finality

Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement.

15.4 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 provisions of this agreement or the application of any provision thereof.

15.5 Contract

This document is to be typed by the School District office staff after agreement is reached by the two (2) parties. IN WITNESS THEREOF; the parties have executed this agreement, this 10 day of June, 2024, as follows:

FOR THIRD LEVEL ADMINISTRATORS



Lead Negotiator

Negotiator

Negotiator

FOR INDEPENDENT SCHOOL DISTRICT 728


Chair, School Board


Clerk, School Board

ATTACHMENT A

THIRD LEVEL ADMINISTRATOR SALARY SCHEDULE

July 1, 2023 - June 30, 2024 Salary Schedule

23-24 Step	Grade A	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI
Start	71,942	75,998	80,299	84,858	89,686	91,189	92,693
1	76,113	80,417	84,980	89,691	94,938	100,184	105,430
2	78,984	83,458	88,202	93,229	99,750	106,271	112,792
3	81,856	86,619	91,555	96,783	102,325	107,869	113,412

July 1, 2024 - June 30, 2025 Salary Schedule

24-25 Step	Grade A	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI
Start	74,460	78,658	83,110	87,828	92,825	94,381	95,936
1	78,777	83,232	87,954	92,830	98,260	103,690	109,120
2	81,748	86,379	91,289	96,492	103,242	109,991	116,740
3	84,721	89,651	94,759	100,170	105,907	111,644	117,382

Grade A

Grade III

Manager of Community Education Operations
 Manager of Purchasing and Inventory Control
 Manager of Administrative Services

Grade I

(Non-Exempt position – hourly rate)

Grade IV

Grade II

Assistant Manager of Early Childhood Education
 District Auditorium/Theater Manager
 Accountant – Effective July 1, 2021
 Assistant Manager - Custodial Services

Grade V

Manager of Operations - Transportation
 Manager of Operations – Health and Safety
 Manager of Operations – Custodial Services
 Manager Community Education Programs

Grade VI

Manager of Operations –Facilities
 Manager of Health Services
 Manager of Early Childhood Family Education