

ADMINISTRATORS AGREEMENT

2023-2025

Between

**St. Cloud Area School District 742
St. Cloud, Minnesota**

and

St. Cloud Administrators Association

ST. CLOUD ADMINISTRATORS ASSOCIATION

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AN AGREEMENT BETWEEN ST. CLOUD AREA SCHOOL DISTRICT 742 AND THE ST. CLOUD ADMINISTRATORS ASSOCIATION OF ST. CLOUD

ARTICLE I – PURPOSE

Section 1.1. Parties. This Agreement is established by the School Board of St. Cloud Area School District 742, hereinafter referred to as the School District, and the St. Cloud Administrators Association, hereinafter referred to as the SCAA, 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 SCAA members during the term of this Agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1. Recognition. In accordance with the PELRA, the School District recognizes the St. Cloud Administrators Association as the exclusive representative of Directors, Assistant Directors and Licensed Supervisors employed by the School Board of Independent School District 742. The SCAA will have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2.2. Appropriate Unit. The SCAA will represent all Directors, Assistant Directors and Licensed Supervisors of the School District as defined in this Agreement and in the PELRA.

Section 2.3. Unit Dispute. Disputes, which may occur over the inclusion or exclusion of proposed new or revised positions in the unit, shall be subject to the meet and confer process. If the dispute is not resolved, the issue shall be referred to the Bureau of Mediation Services for determination.

ARTICLE III – DEFINITIONS

Section 3.1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, staffing ratios, and the School District's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of PELRA. In the case of school employees, the "terms and conditions of employment" includes adult-to-student ratios in classrooms, student testing and student-to-personnel ratios.

Section 3.2. Administrator. For purposes of this Agreement "Administrator" will mean any person employed by the School District in a Director, Controller, Assistant Director, or Licensed Supervisor position. Members of this unit may be referred to as "administrators" for purposes of this Agreement. The term "Administrator" as used herein

will not include the Superintendent, Assistant Superintendent, Executive Directors, or other administrators serving as department supervisors or coordinators, or part-time or temporary employees whose services do not exceed the lesser of thirty-five percent (35%) of the normal work week within the bargaining unit or fourteen (14) hours per week or employees who hold a position that is basically temporary or seasonal in character and is not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

Section 3.3. School District. For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

Section 3.4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL DISTRICT RIGHTS

Section 4.1. Inherent Managerial Rights. The 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, the selection of personnel and direction of personnel.

Section 4.2. Management Responsibilities. The exclusive representative recognizes 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 4.3. Effect of Laws, Rules and Regulations. The SCAA recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

Section 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 V – ADMINISTRATORS’ RIGHTS

Section 5.1. P.E.L.R.A. Rights. The School District recognizes all administrators’ rights as provided for in the P.E.L.R.A.

Section 5.2. Dues Deductions. The School District shall deduct from the wages (by payroll deduction) the yearly dues of the Association for all administrators who authorize such deductions in writing. Provided, that the deduction of such dues, and the proceeds thereof, shall be waived in the event the administrator loses the right to dues deduction pursuant to the P.E.L.R.A.

1. The deduction shall be made by payroll deduction based on the number of checks received by the administrator.
2. The total amount of yearly dues for one Local, State and National Organization and the amount to be deducted shall be specified by the administrator on the authorization card furnished by the Association.
3. The Association shall indemnify and save harmless the School District for the deductions made under this authorization.
4. All dues deducted by the School District, pursuant to the authorization of the administrator, shall be promptly remitted to the Association.

Section 5.3. Pursuant to the P.E.L.R.A. Nothing contained in this Agreement shall be construed to limit the expression or communication of a view, grievance, complaint, or opinion on any matter related to contract administration and the condition 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.

ARTICLE VI – COMPENSATION

Section 6.1. Compensation. All terms and conditions relating to compensation shall be governed by this Section.

Section 6.2. Salary Ranges. The following salary ranges shall be created for each classification listed below. These pay ranges are effective only for the 2023-2025 school years and are not to be construed as part of the continuing contract. Salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds.

JOB TITLE	DUTY DAYS	NON-DUTY DAYS	2023-2024	2024-2025
Director of Alternative Programs	230	30	115,000-130,000	115,000-130,000
Director of Early Childhood Education	230	30	115,000-130,000	115,000-130,000
Director of Care and Treatment Programs	230	30	105,000-130,000	110,000-130,000
Director of Elementary Special Education Programs	230	30	105,000-130,000	110,000-130,000
Director of Secondary Special Education Programs	230	30	105,000-130,000	110,000-130,000
Director of Elementary Education	230	30	105,000-130,000	110,000-130,000
Director of Secondary Education	230	30	105,000-130,000	110,000-130,000
Director of Innovation & Instructional Technology	230	30	95,000-125,000	95,000-125,000
Director of Equity	230	30	95,000-125,000	95,000-125,000
Director of Strategic Alignment & Student Success	230	30	95,000-125,000	95,000-125,000
Director of Communications	230	30	95,000-125,000	95,000-125,000
High School Activities Director	230	30	95,000-125,000	95,000-125,000
Special Education Supervisor	225	35	90,000-110,000	90,000-110,000

Section 6.3. Initial Salary Placement. New administrators will be placed within their respective salary range at the discretion of the School District based on the recommendation of the Executive Director of Human Resources.

Section 6.4. Salary Advancement. An employee shall be eligible for salary advancement on July 1 if employed in a unit position prior to January 1 of that year. An employee hired after January 1 shall not be eligible for salary advancement until the following July 1. A salary increase is not automatic and is effective only upon affirmative action of the school board. The District reserves the right to withhold a salary increase in individual cases for good and sufficient reasons. The superintendent shall give written notice and the reason for such action.

For 2023-2024, eligible directors shall receive a salary increase of \$4,000, and eligible supervisors shall receive a salary increase of \$3,750. In addition, there shall be market range adjustments for Directors of Special Education and the Director of Elementary Education.

For 2024-2025, eligible directors shall receive a salary increase of \$2,500, and eligible supervisors shall receive a salary increase of \$2,250. In addition, there shall be a one-time payment of \$2,000 for employees at the top of the pay range who receive no pay advancement.

Section 6.5. Longevity Pay. Effective July 1, 2021, in addition to a Administrator's pay on the regular salary schedule, Administrators will earn longevity pay consistent with section 6.4 above, based on his or her current year of continuous service in the SCAA (including continuous service in a position that is now in this unit or years of service in the SCPA) as follows:

<u>Current Year of Service</u>	<u>Longevity Pay</u>
5 - 9	\$1,500
10 - 12	\$2,500
13-15	\$3,500
16+	\$5,000

Longevity will be paid separately in two (2) equal payments with the November 15 payroll and the March 31 payroll. Administrators must be in payroll status on those dates to be eligible for payment.

Section 6.6. Pay Schedule. Administrators will be paid their annual salary over 24 pay periods from July 1 through June 30 of each year to be paid on the 15th and the last day of each month.

Section 6.7. Mileage. Administrators who may be required to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the I.R.S. approved rate. When the rate is changed, the new rate will be paid effective January 1, subsequent to the change. All travel reimbursements shall be subject to the School District's approval and shall be only for driving done between assigned locations. Noon hour travel, except to reach an assigned location, is not reimbursable.

Section 6.8. Summer School. Administrators who serve as Directors or Supervisors of ESY, Targeted Services, Summer School, or other summer programming based on program needs and with Superintendent approval, shall be compensated on a pro-rated basis based on their daily rate of pay. Days compensated for summer school pursuant to this provision shall not be counted as part of the Administrators duty days under section 6.2.

Section 6.9. Doctorates. An administrator with a Doctorate degree shall receive an additional \$1,000 per annum beyond the rate specified on the Salary Schedule. Doctorate pay shall not be included in calculating the daily rate of pay.

Section 6.10. Special Duty Pay. The Superintendent shall have the discretion to provide up to ten days of additional compensation to an Administrator for duties required by the Superintendent that are outside the scope of his/her regular assignment.

ARTICLE VII – GROUP INSURANCE

Section 7.1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee composed of employee group and other employee representatives.

Section 7.2. Eligibility.

Subd. 1. To be eligible for benefits under this Article, an administrator must be regularly employed at least 30 hours per week.

Subd. 2. Determination of Eligibility. An administrator's eligibility for participation in insurance benefits under this Article will be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the school year. A reduction in hours resulting from a change in an administrator's assignment by the School District based on shortage of work or funding, shall not affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

Subd. 3. Ineligible Employees. An administrator who is regularly employed less than 30 hours per week shall not be eligible for the benefits of this Article. Upon termination of employment, an administrator is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

Section 7.3. Medical Insurance Plan.

Subd. 1. The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

Subd. 2. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

Subd.3. HRA Contribution: The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund

expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

- 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
- 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.
- 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of \$1,500 for each employee if in single coverage plans or \$3,000 to the employee carrying a dependent coverage plan.
- 4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.
- 5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

Subd. 4. Single Coverage. Effective January 1, 2018, the School District shall contribute a sum of not to exceed \$615.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction.

Subd. 5. Family Coverage. The School District shall contribute a sum of not to exceed \$1193.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction.

Subd. 6. Employee Married to Employee. For any member of this unit qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed the premium for two fully paid single insurance plans, or one fully paid dependent insurance plan employees with eligible dependents, for the full contract year.

Section 7.4. Dental Insurance. The School District shall contribute a sum of not to exceed \$32.93 per month toward the premium for single coverage, and \$78.75 per month toward the premium for dependent coverage, for each eligible employee who qualifies for

and is enrolled in a single or family School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction.

Section 7.5. Long Term Disability. The School District shall provide a group long term disability insurance program and will pay the cost of the premium for each employee eligible for benefits under this Article. The School District will pay up to \$800.00 per month toward the health and hospitalization insurance premium for an employee qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

Section 7.6. Life Insurance. The School District shall provide \$50,000.00 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the terms of the School District insurance policy. Full-time employees may purchase an additional \$100,000 of insurance. Premium payments shall be the responsibility of the employee and made by salary reduction.

Section 7.7. Insurance Work Year. Insurance contributions for employees eligible for benefits under this article shall be paid monthly for twelve months of the year from July through June.

Section 7.8. District Insurance Contributions. Employees electing district insurance coverages will be eligible for insurance contributions from the District as follows:

Subd. 1. Starting Date of Insurance. An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

Subd. 2. Summer Insurance Contributions for School Year Employees. A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e. their last scheduled workday) shall not be eligible for District contributions to

insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

Subd. 3. Insurance Contributions During Unpaid Leave. Employees who are absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active service for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

Subd. 4. Collection of Employee Share of Premium Contributions. The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15th of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

Subd. 5. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

Section 7.9. Claims Against the School District. 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.

Section 7.10. Medical Insurance for Retirees. Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

ARTICLE VIII – LEAVES OF ABSENCE

Section 8.1. Approval. Approval for the use of accumulative leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures of the School District. It is the responsibility of the administrator to notify her/his supervisor of absence due to illness or emergency as soon as possible to report the reason for

her/his absence. An administrator who is absent for three continuous days without notice and approval, shall be considered to have voluntarily terminated her/his employment with the School District.

Section 8.2. Accumulative Leave.

Subd. 1. Eligibility. Benefits defined in this Article shall apply to all full-time and part-time administrators regularly employed at least twenty (20) hours per week and at least nine months per contract year. Part-time administrators will earn a pro-rated number of accumulative leave days. Substitute or temporary employees shall not be eligible for any benefits under this Article.

Subd. 2. Accrual. Administrators shall earn twelve (12) days of accumulative leave per year. Accrual of accumulative leave shall be carried over from year to year up to 480 hours, and shall be available for leaves under this Article.

Subd. 3. Deduction. Approved absences under this Article shall be deducted from accrued accumulative leave when available or by pay deduction when accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen (15) minute increment.

Section 8.3. Sick Leave.

Subd. 1. Sick Leave shall be allowed by the School District whenever an administrator is absent due to illness or injury that prevented his/her attendance and performance of duties on that day.

Subd. 2. Medical Certification. The School District may require an administrator to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or injury, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 3. Illness of a Child. Sick leave may be used for the illness of an administrator's child (includes step-child), subject to the provisions of Minn. Stat. §181.9413.

Subd. 4. Family Illness Leave. Sick leave may be used for serious illness of an administrator's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. administrators who exceed five (5) days of absence for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

Subd. 5. Long Term Disability. Administrators eligible for long-term disability will not receive sick leave pay beyond 90 calendar days.

Section 8.4. Bereavement.

Subd. 1. Up to five (5) days of bereavement leave per incident shall be allowed for death in the administrator's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, uncles, aunts, nephews, nieces, cousins, or any member of employee's household. All absences for bereavement of immediate family will be deducted from accrued accumulative leave.

Subd. 2. In the sole discretion of the Superintendent, an administrator may be granted additional days of bereavement leave in the case of extreme circumstances.

Section 8.5. Special Leave.

Subd. 1. Special leave, not to exceed two days per year, may be granted to administrators of this unit. Special leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special leave is not granted for purposes of recreation, vacation or outside gainful employment except that which is incidental in the pursuit of a school related activity.

Subd. 2. All absences under this section must be approved in advance. Leave used shall be deducted from the administrator's accumulative leave.

Subd. 3. Requests for Special Leave shall be made to the Administrator's direct supervisor and the Executive Director of Human Resources with reasonable notice in advance of the anticipated absence.

Subd. 4. Examples of legitimate claims for special leave shall include, but are not limited to the following:

- a) Matters relating to settlement of an estate in which person has legal interest.
- b) Urgent legal matters of the employee or of a member of his/her immediate family that require the employee's attention.
- c) Pallbearer or attendance at funeral services for persons for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- d) Weddings in the family or an attendant at a wedding.
- e) Compelling reasons resulting from a natural disaster.
- f) Family crisis not covered by other leaves of absence.
- g) Other emergencies beyond the employee's control.
- h) Attendance at a game or event at MSHSL regional or state tournament or MSHSL final competition in which the administrator's child is competing.

Section 8.6. Childcare Leave.

Subd. 1. A childcare leave may be granted by the School District, subject to the provisions of this section. Childcare leave may be granted for the birth or adoption of a child or children, or because of the need to provide parental care for a child or children of the employee for an extended time.

Subd. 2. Written Request. All requests for childcare leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

Subd. 3. Commencement of Leave. Leave under this section shall commence upon home placement of an adopted child or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the administrator and the School District.

Subd. 4. Duration of Leave. In making a determination concerning the duration of a childcare leave, the School District shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to his or her employment prior to the date designated in the request for childcare leave except by mutual agreement.

Subd. 5. Unpaid Leave. Leave under this section shall be without pay, however, an employee may use any accrued accumulative leave that is available. Subject to a leave plan and schedule to be approved by the Superintendent or Designee, an administrator may also use available non-duty days for the school year without regard to the limitations set forth in Article IX, Section 9.5. Insurance benefits may be continued at the option and expense of the employee for any period of unpaid leave under this section.

Subd. 6. Return from Leave. An administrator returning from an approved child care leave shall be returned to his/her previous position.

Section 8.7. Injuries. Administrators who are injured during a school related activity may be absent up to five (5) school days if needed. Administrators who are injured during an assault at a school related activity may be absent up to ten (10) school days if needed. The School District reserves the right to request medical certification related to the injuries before approving paid leave time. Absences under this section shall not be deducted from accumulative leave.

Section 8.8. Jury Duty Pay. All administrators required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the

regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit any witness fees received to the School District less any mileage expenses. Absences under this section shall not be deducted from accumulated leave.

Section 8.9. Workers' Compensation.

Subd. 1. Upon the request of an administrator who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District shall pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the administrator's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the administrator's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the administrator only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the administrator by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the administrator.

Subd. 5. An administrator who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

Section 8.10. Unpaid Leave of Absence. At the sole discretion of the School District, an administrator may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent and the Executive Director of Human Resources. The leave request shall include the proposed commencement and termination dates of the leave and the purpose of the leave.

Section 8.11. Application. The parties agree that the applicable periods of probation for administrators are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the administrator is on leave under this Article shall not be counted in determining the completion of the probationary period.

Section 8.12. Retention of Earned Benefits. An administrator who returns to work from an unpaid leave within the provisions of this Article shall retain any unused leave time accumulated under the provisions of these guidelines at the commencement of the

beginning of the leave. The administrator shall not accrue additional leave time during the period of absence for unpaid leave.

Section 8.13. Insurance Participation. An administrator on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, shall terminate if the administrator does not return to the School District pursuant to this section.

ARTICLE IX – DUTY YEAR

Section 9.1. Intent. It is the intention of the School District and the SCAA to establish in this section the Duty Year requirements for administrators to fulfill their contractual obligation to the School District.

The parties acknowledge that administrators of this unit serve a critical function in the leadership and management of the School District and must commit whatever time is necessary to accomplish their managerial duties and responsibilities. In fulfilling their professional responsibilities administrators will often be required to work more than a traditional eight-hour day and more than the minimum Duty Year established for their positions. The following provisions are intended to balance professional responsibility and accountability with administrative discretion and flexibility in the fulfillment of the contractual expectations of the School District.

Section 9.2. Duty Year. The Duty Year for administrators will run from July 1 to June 30 of each year, pursuant to the duty day provisions set forth below.

Section 9.3. Duty Days. Duty days shall include the total number of paid service days, paid holidays and paid leave days recorded in a duty year. Except in the case of compensatory flex days (See Section 9.6), duty days shall only include week days during the duty year. The number of duty days shall not be modified unless mutually agreed upon between the SCAA and the District. Administrators shall serve the minimum number of duty days required for their position and may schedule non-duty days as set forth in the table in Section 6.2 according to the provisions below.

Section 9.4. Flexible Work Days. Administrators will be granted five (5) flexible work days that may be used as duty days on non-teacher contact days to work remotely or from home on school business that can be performed effectively outside of their offices.

Section 9.5. Duty Day Schedule. The specific duty days for each duty year shall be established by each Administrator subject to the approval of the Administrator's supervisor. Administrators are generally expected to be in service during teacher work days, subject to the other provisions of this Article.

Section 9.6. Non Duty Days. Non-duty days may be used flexibly throughout the duty year, subject to the needs of the School District, provided they are scheduled in advance and approved by the Administrator's supervisor. Administrators are encouraged to schedule non-duty days when school is not in session. Administrators may schedule no more than ten (10) non-duty days during days that teachers are in service, and no more than five (5) consecutive non-duty days may be scheduled at one time. Up to five (5) non-duty days may be carried over from year-to-year. Changes to these limits may be approved at the discretion of the Superintendent or his/her designee.

Section 9.7. Compensatory Flex Days. Weekend days and holidays will not be counted as duty days unless the administrator receives Superintendent approval in advance of the requested duty day for special circumstances that require the administrator to be on duty.

Compensatory Flex Days may be granted for attendance at conferences or workshops, for necessary travel days related to conference attendance or for other special circumstances requiring the administrator to be on duty, subject to the discretion and approval of the Superintendent or his/her designee.

Special Education Supervisors who are required to deliver training for licensed or non-licensed staff outside their regular workday may request up to three (3) compensatory flex days per year that may be used on non-teacher contact days.

Section 9.8. Holidays. Administrators shall be entitled to the following 11 holidays during the Duty Year:

Independence Day	December 24	Spring Break Friday
Labor Day	December 25	Memorial Day
Thanksgiving	New Years Eve	Juneteenth Day
Thanksgiving Friday	New Years Day	

In addition, Administrators are entitled to two (2) floating holidays per year, which are to be taken during non-student days unless otherwise approved by the Superintendent or designee.

Section 9.9. Mandatory Duty Days. The Superintendent reserves the right to designate specific calendar dates during the duty year as mandatory duty days when all administrators will be expected to be in service. The Superintendent will consult with the Executive Directors responsible for supervising members of the Association in determining the mandatory days for members of the Association. A schedule of mandatory duty days will be provided to administrators by June 1 for the following duty year.

Section 9.10. Duty Status. To be considered in "duty" status an administrator must be performing official functions of their position at a work site in the District, or at an approved work location out of the District with the approval of the Superintendent or his/her designee.

Section. 9.11. Reporting of Absences. Administrators shall timely enter absences into the District's electronic attendance system for non-duty days or accumulative leave days. Absences should be entered in advance of the absence whenever possible, but in the event of emergency circumstances should be entered within 48 hours of the absence. Absences of three (3) or more consecutive days during student contact time require the advance approval of the Superintendent or his/her designee, and should be submitted as far in advance as possible. Failure to comply with the reporting requirements of this section may lead to disciplinary action.

ARTICLE X – ADMINISTRATIVE RESPONSIBILITY

Section 10.1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 10.2. Administrators of this unit have a unique responsibility to represent the School District in times of emergency and/or stress situations and to carry out the directives of the School District.

Section 10.3. Administrators may have their work schedule modified during a work stoppage. Contract weeks will not be reduced during the contract year that a strike or work stoppage occurs.

ARTICLE XI – PROFESSIONAL DUES

Upon the recommendation of the Administrator's supervisor, the School District may pay the annual dues for state and national professional organizations that pertain to the duty assignment of the Administrator, in an amount not to exceed \$950 per contract year.

The School District will pay the annual fee of \$100.00 for membership in the Minnesota Board of School Administrators for those administrators who requires a license based on administrative responsibilities related to students.

ARTICLE XII – PROFESSIONAL DEVELOPMENT FUNDS

The School District encourages members of the Association to participate in state and national conferences and professional development opportunities that are aligned to their roles and work responsibilities. Administrators are encouraged to meet with their supervisors in advance of each fiscal year to identify appropriate opportunities for professional development in the coming year and to identify available resources to support attendance.

Section 12.1. Budget. The School District agrees to budget annually a sum of not less than \$20,000 to fund activities by administrators of the bargaining unit for conferences, conventions and other professional development activities. School District expenses as provided herein shall be subject to the budget limitations of this provision. A maximum of

\$5,000 of unspent in-service and convention funds will be allowed to carry over from one budget year to the next.

Section 12.2. Expenditures. Such budget funds will be spent to fund approved conferences, conventions and other professional development activities for Administrators in the bargaining unit.

Section 12.3. Professional Development Committee. The Association will establish a professional development committee who will establish a proposed rotation schedule for members to access professional development funds and will review and recommend proposals each year to the Assistant Superintendents.

Section 12.4. Approval of Professional Development Proposals. The Assistant Superintendents will review and approve recommendations from the committee.

Section 12.5. Duty Time. Approved travel and attendance at seminars, conferences, workshops or other activities during the week (Monday through Friday) will count as part of the administrator's regular duty time with no deduction from non-duty days for attendance and necessary travel.

ARTICLE XIII – WELLNESS BENEFITS

Section 13.1. Wellness Benefits

Subd. 1. Eligibility. All members of the SCAA are eligible for Wellness Benefits under this section.

Subd. 2. Definition of Daily Rate of Pay. “Daily rate of pay” means the administrator’s daily rate for the last fiscal year in which the administrator is employed and will not include compensation for extended employment or other extra compensation.

Subd. 3. Mandated Employee Contributions. Eligible administrators can accrue up to four hundred eighty (480) hours (60 days x 8 hours) of accumulative leave, plus the 96 hours (12 days x 8 hours) credited at the beginning of each school year. At the end of each school year, any eligible administrator who has accrued more than 480 accumulative leave hours will have such hours in excess of 480 hours purchased by the District based on the following formula:

$$\# \text{ of Excess Hours} \times \text{Administrator's Hourly Rate (Daily Rate/8)} \times .60$$

The District will purchase such days at the end of the school year by depositing these wellness dollars directly into the administrator’s MH CSP account administered in accordance with Minn. Statute 352.98.

ARTICLE XIV – 403(b) PLAN

Section 14.1. 403b Plan Participation. Administrators of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24, upon completion of a salary reduction agreement by September 1st of each school year.

Subd. 1. Approved Plans. The District will make contributions of employee or district funds only to the following approved vendors and annuity plans:

- a. EFS/ESI
 - 1. Great American – Total Group Annuity
 - 2. TD Ameritrade- 403(b)(7) Mutual Fund Account

- b. AXA/EQUITABLE
 - 1. EQUI-VEST Strategies Group Annuity Account
 - 2. 403(b)7 Mutual Fund Account

- c. HORACE MANN
 - 1. Qualified Group Variable Annuity
 - 2. Group Fixed Annuity
 - 3. 403(b)7 Mutual Fund Account

- d. ASPire Financial
 - 1. 403(b)7 Mutual Fund Account

No other vendors or products will be available as investment options under the School District 403(b) plan unless mutually agreed upon by the District and the SCAA.

Subd. 2. Matching Contribution Plan. The School District shall match annual contributions for administrators who are working a .50 contract or more based on their current year of employment in a licensed position for the School District. Matching contributions for part-time administrators will be prorated based on their percent of contract. A year of service is defined as a year in which the administrator worked at least 120 days.

The School District matching amount shall be pursuant to the schedule set forth below and shall not exceed the Annual Maximum Match Amount:

Current Year of Administrator Service to the District	Maximum Match Amount	
	Annual	Cumulative
One (1) – Three (3) years	\$1,500	\$ 4,500
Four (4) plus years	\$2,500	<u>\$15,000</u> \$50,000

Subd. 3. Limitation on Matching Contribution. The maximum career matching contribution by the School District shall be \$50,000.

Subd. 4. A salary reduction authorization agreement must be completed by the eligible administrator by September 1 for the administrator to participate in the 403b Matching Contribution Plan for that school year.

Subd. 5. The School District shall provide notice to participating employees when they become eligible for an increased level of matching contribution.

Subd. 6. Employees on unpaid leaves may not participate in the matching program while on leave.

ARTICLE XV – PROBATION

There shall be a two (2) year probationary period for the following positions in this unit that are subject to the Continuing Contract Law (Minn. Stat. § 122A.40).

Special Education Supervisor

All other administrators of this unit are not covered by the Continuing Contract Law and are employed “at will” pursuant to the management rights of the District as set forth and reserved in Article IV.

Administrators who have teacher tenure in the School District at the time of their hire, who are not continued in an administrative position in this unit, have continuing contract rights in the teacher bargaining unit and have the right to return to a teaching position in the School District the following school year subject to the seniority provisions of the Master Contract between the School District and the St. Cloud Educational Association.

ARTICLE XVI – UNREQUESTED LEAVE OF ABSENCE

Section 16.1 Purpose. The purpose of this Article is to implement the provisions of Minn. Stat. 122A.40, subdivision 10.

Section 16.2. Unrequested Leave. The School District may place an administrator with continuing contract status on unrequested leave of absence (“ULA”), because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Given the unique positions represented by this unit, the School District reserves the right to layoff administrators subject to the best interests of the district in the effective administration of its programs.

Section 16.3. Teaching Positions. Administrators placed on ULA shall have the right to a teaching position based upon seniority and licensure.

Section 16.4. Notice. Administrators placed on ULA shall receive notice of such placement on or before June 30th of the school year prior to the commencement of the ULA.

Section 16.5. Duration. The ULA shall continue for two (2) years, after which the right to reinstatement shall terminate; provided, the administrator's right to reinstatement shall also terminate if he/she fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement.

ARTICLE XVII – GRIEVANCE PROCEDURE

The following shall govern the handling of grievances between St. Cloud Area School District 742 and the SCAA.

Section 17.1 Definitions.

- A. **Grievant:** The Aggrieved Party.
- B. **Grievance:** Grievance shall be construed to mean any dispute arising between the School District and the SCAA as to the interpretation or application of any term or terms in this agreement.
- C. **Days:** Days shall mean calendar days excluding Saturday and Sunday, and legal holidays as defined by Minnesota Statutes.
- D. **Reduced to Writing:** Reduced to writing shall mean a concise statement outlining the nature of the grievance, the provision(s) of the agreement in dispute and the relief requested. The electronic submission of grievance-related documents at all levels is acceptable.
- E. **Answer:** Answer shall mean a concise response outlining the employer's position on the alleged grievance.
- F. **Designee:** The grievant or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 17.2 Adjustment of Grievance.

Sub. 1. Informal Discussion. Before a written grievance is submitted, informal discussions will take place between the aggrieved party, the supervisor, and the Executive Director of Human Resources. Through those discussions, the parties will attempt to resolve the concern.

Subd. 2. Level I: Superintendent or Designee

- a. If the grievance is not resolved through informal discussions, the grievance shall be reduced to writing and brought to the attention of the Superintendent or his/her designee with a copy to the Executive Director of Human Resources within twenty (20) days after the date of the event giving rise to the grievance.

- b. The grievant and the Superintendent or his/her designee shall within five (5) days of receipt of the grievance schedule a mutually agreeable time to discuss the grievance. The Superintendent or his/her designee shall answer the grievance in writing within ten (10) days of that meeting.

Subd. 3. Level II: School Board

- a. In the event the grievance is not settled in Level I the grievant or his/her designee may appeal in writing to the School Board, with a copy to the Executive Director of Human Resources, within five (5) days after receipt of the decision in Level 1.
- b. The Board shall schedule a meeting to consider the grievance by appointing a representative or committee of the board to meet with the grievant within ten (10) days of receiving the appeal.
- c. The Board will issue its written decision within ten (10) days of the meeting to review the appeal.

Subd. 4. Level III: Mediation. In the event the grievance is not settled Level II the parties may mutually agree within five (5) days of the Level II answer to submit the grievance to mediation through the Bureau of Mediation Services.

Subd. 5. Level IV: Arbitration. In the event the grievance is not settled in Levels II or III the grievant may request arbitration. To do so, the written request must be filed in the Superintendent's Office, with a copy to the Executive Director of Human Resources, no later than ten (10) days following the decision at Level II.

Section 17.3 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 his 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 17.4 Arbitration Procedure. Upon the proper submission of a request to arbitrate as specified in the Grievance Procedure, the parties shall adhere to the terms and conditions of this procedure:

Subd. 1. Select Arbitrator. Within ten (10) days after the receipt of the list of arbitrators the parties shall select an arbitrator. The arbitrator shall be selected from a list of five (5) names furnished by the BMS. By the process of the parties alternately striking names from the list until only one name remains, the name remaining shall be that of the arbitrator chosen. The decision as to which party shall strike the first name will be decided by the toss of a coin.

Subd. 2. Submit Grievance Information. Upon notification of the selection of an arbitrator, the appealing party shall, within five (5) days, forward to the arbitrator (with a copy to the School Board) the complete documentation of the grievance.

The School District may make a similar presentation before or at the time of the grievance.

Subd. 3. Hearing. The grievance shall be heard by an arbitrator. Both parties may be represented by such person or persons as they designate. The parties shall have the right to have a hearing at which they both will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issues before the arbitrator. This proceeding shall be de novo.

Subd. 4. Decision. The decision shall be rendered within twenty (20) days after the close of the hearing. The decision of the arbitrator shall be final and binding upon both parties, subject to the limitations on such decisions by P.E.L.R.A.

Subd. 5. Expenses. Each party shall bear its own expenses relating to the representatives of each party, witnesses, and other expenses incurred in connection with the hearing at the request of either party. The fees and expenses of the arbitrator shall be equally divided by both parties. A transcript of the proceedings will be made on request of either party, but a party requesting a copy must pay for it.

Subd. 6. Jurisdiction. Any grievance, which has not been first duly processed in accordance with the grievance procedure, shall be outside the jurisdiction of the arbitrator. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial rights.

Section 17.5 Denial of Grievance. Failure by the representatives of the School District to issue a decision within the time periods provided herein shall constitute a denial of grievance and the administrator may appeal it to the next level.

Section 17.6 Modification of Time Limits. The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits in a grievance procedure may result in a forfeiture of the grievance.

ARTICLE XVIII – DURATION AND RENEGOTIATION OF CONTRACT

Section 18.1 Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 18.2 Effect. This Agreement constitutes the full and complete agreement between the School District and the Association representing the SCAA. 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.

Section 18.3 Finality. Any matters relating to the terms and conditions of employment may be open for negotiations during the term of this Agreement by mutual consent only.

Section 18.4 Severability. The provision 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.


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

For St. Cloud Administrators' Association


For St. Cloud Area School District #742




President



Chairperson



Clerk


Chief Board Negotiator

Dated: 11/15/2023

Dated: 11/15/2023