

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

and

EDUCATION DIRECTORS ASSOCIATION

EFFECTIVE DATES

July 1, 2021
to
June 30, 2023

**AGREEMENT
Between
Education Directors Association
and
Independent School District No. 709
St. Louis County, Minnesota**

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**AGREEMENT
Between
Education Directors Association
and
Independent School District No. 709
St. Louis County, Minnesota**

THIS AGREEMENT, by and between the Education Directors Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**" and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the directors.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE I

Recognition

The School District formally recognizes the Education Directors Association as the exclusive bargaining representative for all confidential directors of the School District who are designated members of the Superintendent's Executive Committee and who are employed for more than fourteen (14) hours per week and more than one hundred (100) work days per year excluding all other employees. The Association shall be the duly authorized representative of said directors with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said directors, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

The Education Director positions covered under this working Agreement are:

Director of Curriculum & Instruction
Director of Assessment & Evaluation
Director of Teaching and Learning
Director of Special Services
Assistant Director of Special Services

ARTICLE II

Grievance Procedure

The purpose of this procedure is to provide a method whereby directors who are members of the Education Directors Association may present grievances. Such grievances shall be presented in accordance with the following guidelines:

- A. A "**grievance**" is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
- B. The School District shall be a party to all grievances and may be represented by its designated representative and/or legal counsel. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.
- C. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the aggrieved employee must be present at all meetings or hearings. The Association, however, shall be the official representative in binding arbitration.

Step I - Informal Review: If an employee has a grievance, the employee should discuss the problem with his/her supervisor. The informal review shall be reported to the Superintendent in writing within five (5) days of the review.

Step II - Formal Review: In the event that an employee believes that his/her grievance has not been satisfactorily resolved informally, the aggrieved employee may appeal to the Superintendent for a hearing. The aggrieved employee shall present his/her grievance in writing to the Superintendent of Schools within twenty (20) days of the conclusion of the informal review. The Superintendent shall set a hearing date within ten (10) days of the filing of the written grievance and notify the employee and the Association. A decision in writing by the Superintendent shall be rendered within ten (10) days of the hearing and communicated to the employee and the Association. Time limits may be extended by mutual written consent of the Association and the Superintendent.

Step III – Arbitration: The Association may appeal within thirty (30) days of the communication of the written decision of the Superintendent, or if no decision has been made, then within forty (40) days of the Step II hearing. The Superintendent shall immediately arrange for arbitration and inform the Association of the initiation of arbitration procedures.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Association and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

Miscellaneous Provision: Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Association. In the case of an event, act, or default, which is of a continuing nature, the employee and the Association, shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

ARTICLE III

School District & Association Rights

Section 3.1 - Job Advertisement: When a vacancy occurs in an administrative position in the School District which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. Newly created and assigned positions, which appropriately belong in the

Education Directors Association, shall be assigned a salary range through written agreement between the School District and the Association. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School Board may unilaterally set the salary and define the length of the work year.

The Association may appeal such a decision under the grievance procedure of this Agreement.

Section 3.2 - Validity or Conformity to Law Clause: If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination laws, then such provision should not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

Savings Clause: In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Matters Not Covered: This Agreement represents the full and complete agreement between the parties. With respect to matters not covered by this Agreement which was a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 3.3 - Management Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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.

The exclusive representative recognizes that all directors covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all directors covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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 IV

Terms & Regulations Of Employment

Section 4.1 – Vacations: Each administrator will be eligible for vacation according to the following schedule:

First 5 years of full-time service:	20 Days
6 Years	22 Days
7 Years	23 Days

8 Years	24 Days
9 Years	25 Days
10 Years	26 Days
15 Years	28 Days
25 Years	31 Days

When directors retire/resign or otherwise leave the service of the School District, the per diem value of any earned and unused vacation at their current hourly rate of pay shall be contributed to the employee's Health Care Savings Plan (HCSP). In no event shall this provision exceed sixty (60) days.

Years of experience for vacation purposes will be determined by management at the time of hire.

Holidays: Education Directors shall have ten (10) paid holidays per year:

New Year's Day	Thanksgiving Day and the day
Presidents' Day	after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	
M.F.T. Friday	

Floating Holidays: Education Directors shall have three (3) floating holidays to use per contract year as arranged with the Superintendent or immediate supervisor. For contract year 2021-2022, the floating holidays may be accumulated or requested to be paid off prior to the end of the contract year. For any subsequent contract year, floating holidays may not be accumulated or paid off.

Personal Leave: Members will be granted three (3) personal days each contract year. Each personal leave day will be available to the unit member at their discretion under the following guidelines:

1. A written request shall be submitted to the Superintendent or immediate supervisor at least five (5) days prior to the request.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the member will assume the responsibility in such and emergency of notifying the Superintendent or immediate supervisor at the earliest possible time.
3. Personal leave days shall not be charged against accumulated sick leave. If coverage is necessary, it will be provided from within the Directors' Association.
4. A personal leave day shall not be taken during the first or last two (2) weeks of the school year. If emergency situations occur during these time periods, personal leave shall be granted.
5. A member may accumulate two (2) unused personal leave days; however, no more than two (2) personal leave days may be carried over from any one contract year to the next contract year. For contract year 2021-2022 only, any unused personal days may be accumulated or requested to be paid off prior to the end of the contract year.

Section 4.2 – Salaries:

Increments: Directors who begin their service in a position within the Education Directors Unit on or after February 1 of the school year will receive no increment the following year.

Section 4.3 – Vacancy: When a replacement is hired for a position within the Education Directors Association, the salary will be negotiated between that person and the School District within the parameters of Appendix A. In the event of an administrative reorganization that results in a permanent (i.e., > six (6) months) increase/decrease in duties and/or responsibilities for the director position(s), the District and the director(s) shall meet to determine the mutually agreeable appropriate compensation effective from the date of the change in duties. It is not the intent of this Section for the parties to re-open compensation discussion between the District and the Education Directors Association, (during the term of this Agreement), unless the reassignment of work referred to above involves a substantial change in duties and/or responsibilities and/or an appropriate compensation cannot be mutually agreed upon.

Section 4.4 - Layoff: In the event of declining enrollments or administrative reorganization a director is left without an administrative assignment, he/she has the option, subject to School Board approval; to assume an administrative position outside the unit providing an opening exists in a position for which he/she is certified. Any layoffs within the unit will be done in reverse order of unit seniority if the appropriate license is held by the individual being retained.

Section 4.5 - Temporary Position: Should a director assume a temporary position in the School District or assume a position in an acting capacity; when his/her service in that position is no longer needed for whatever reason, he/she shall return to his/her former position providing it has not been discontinued. If the position has been discontinued, Section 4.4 above applies.

Section 4.6 - Four (4) Day Week: In the event the School Board should adopt a school calendar, which provides for a four (4) day week, members of the Directors' unit will adjust their work schedules accordingly, if requested, without change in compensation.

Section 4.7- Remote Work: Education Directors may work remotely when it is approved by their supervisor and appropriate and practical for their individual work, as well as the collective work of their teams and individuals they support. The school district shall provide the employee with an appropriate device to work remotely. The employee will be responsible for internet requirements.

Section 4.8 - Service Organization Membership: Each director may be a member of a service organization as mutually agreed upon by the director and the Superintendent. Cost of dues, weekly and committee meetings will be paid by the District.

Section 4.9 - Cellular Phone Allowance: The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employees' cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.

Section 4.10 - Expense Account: The employer agrees to pay all reasonable and necessary expenses of the director incurred in the performance of his/her duties with the School District. The director shall file an itemized and verified claim statement for such expenses with the Superintendent of the School District in accordance with the laws of the State of Minnesota.

Section 4.11 - Indemnification & Provision of Counsel: In the event that an action is brought or a claim is made against the employee arising out of the performance of the duties of the employee's position, and the employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of bad faith, malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes § 466. Defense of employee by the District insurer shall be deemed to satisfy the obligation of the District set forth in this paragraph.

ARTICLE V

Insurance

Section 5.0 - Liability Insurance: The School District shall keep in force, at School District expense, an errors and omissions insurance policy and a policy of general liability insurance insuring the employee and the School District in an amount not less than the limits of liability set forth in Minnesota Statutes § 466.

Section 5.1- Medical Insurance: The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

Section 5.2 - Long Term Disability Insurance: The School District shall provide long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to

include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement

Section 5.3 - Group Term Life Insurance: Group term life insurance in the face amount of \$100,000.00 will be provided for each director in the Unit at no cost to the director. The employee may purchase, at his/her own expense, additional insurance in increments of \$50,000.00 through the District's group plan.

Section 5.4 - Dental Insurance: The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

Election of options additional to the basic plan may be selected only within the first thirty (30) days following initial adoption and fifteen (15) days following each of the successive anniversary dates in future years.

ARTICLE VI

Travel

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. **In District Travel:** Automobile travel will be reimbursed at a per mile allowance as determined by School Board policy.
2. **Out of District Travel:** Meals, hotel and registrations shall be reimbursed at actual cost with receipts. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at a per mile allowance as determined by School Board policy. Meals shall be reimbursed per local policy (#3136R) without receipts.

It is the responsibility of each member to submit a monthly billing request before reimbursement can be made. Each member must receive prior approval for out of district travel from the Superintendent or his/her delegated representative. Reimbursement for out of district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of administrators or the role of the exclusive representative of administrators in the meeting and negotiation process.

ARTICLE VII

Leaves Of Absence

Section 7.1 - Leaves of Absence Without Pay:

- A. Leaves of absence without pay shall be granted upon written application to the Superintendent or his/her designee for the following reasons:
 1. Military leaves of absence shall be granted to any administrator who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
 2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Superintendent or his/her designee at least two (2) months in advance of the commencement of the leave and must

commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

3. Medical leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his/her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
4. **Family & Medical Leave Act:** Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.
- B. Upon termination of his/her leave of absence and return to the school system, the director shall be placed at the same salary as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
 1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
 2. Medical and maternity leave of absence less than eighty (80) working days in any school year;
 3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries.
- C. Any director on leave of absence may, if he/she so elects remain in the School District's hospitalization group, provided he/she pays all premiums monthly in advance to the School District.

Section 7.2 - Leaves of Absence With Pay:

- A. **Military Leave.** Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave.** Directors may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave:**
 1. The District will establish a Sick Leave Bank for the Education Directors Association membership with one initial allocation of one hundred (100) days by the District. The allocation will be restored as the need arises.

A committee consisting of two (2) Directors appointed by the unit and two (2) members appointed by the Superintendent of Schools including the Superintendent's designated representative who shall act as Chairperson shall adopt rules and regulations governing the Sick Leave Bank, which is to be administered by the Superintendent's designated representative.
 2. Administrative sick leave shall be accumulated at the rate of thirteen (13) days per year.

Unused sick leave shall accumulate to a maximum of thirty (30) days (plus the new year accrual). The value of unused sick leave in excess of thirty (30) days shall be contributed annually to the employee's Health Care Savings Plan (HCSP) at the end of each fiscal year.

3. Holidays, which occur during absence on account of personal illness, death in family or family leave, shall be compensated for and shall not be deducted from sick leave.

D. Death in Family Leave:

1. Full pay for absence not to exceed five (5) days shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
2. A director may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
3. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of a director or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.

E. Jury Duty:

1. When a director is selected for jury duty, the Superintendent will be notified and that director will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
2. The director will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

- F. School-Related Injuries:** A director who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the administrator's accumulated sick leave.

G. Family Leave:

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charge against the current or accumulated sick leave. Such leave shall require the notification of their immediate supervisor who is not a member of the bargaining unit.
2. "**Family**" shall constitute members of the immediate family of an employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness/injury of the their dependent child in accordance with Minnesota Statute §181.9413.

ARTICLE VIII

Insurance Premiums & Retirement Plan

Section 8.1: Upon retirement, or termination of employment, the per diem value of unused current and accumulated sick leave days of an eligible director shall be contributed to the employee's Health Care Savings Plan (HCSP) by the School District. An employee may use their Health Care Savings Plan (HCSP) funds to be reimbursed for allowable health related expenses in accordance with state and federal laws. There is no cash option.

Section 8.2: Directors discharged for cause shall not be eligible for any remaining sick leave balance to be contributed to the Health Care Savings Plan (HCSP).

Section 8.3: The director must give written notice of retirement to the Superintendent or his/her designated representative prior to April 1 if not returning for the following school year, or three (3) months prior to

retirement if retiring during the school year, except in cases of emergency involving serious illness or other justifiable cause, a director may retire after such time limits with the approval of the Superintendent and shall be eligible for the Health Care Savings Plan (HCSP) contribution by the School District.

Section 8.4 – Supplemental Service Credit: Upon retirement or voluntary resignation, an eligible director shall receive credit for 2.5 days times the number of full or partial years of continuous service to the District. Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation plus any earned incentive pay divided by two-hundred sixty (260). The Supplemental Service Credit will be contributed to the employee's Health Care Savings Plan (HCSP) by the School District.

ARTICLE IX

Payroll Deductions

Section 9.1: Payroll deductions shall be made in accordance with the following schedule:

1. First payday of the month:
 - A. Federal & State Taxes
 - B. Annuities
 - C. Retirement (TRA)
 - D. Social Security
 - E. Fair-Share Fee
 - F. United Way
 - G. Duluth Teacher's Credit Union
2. Second payday of the month:
 - A. Federal & State Taxes
 - B. Annuities
 - C. Retirement (TRA)
 - D. Social Security
 - E. Insurance Premiums
 - F. United Way
 - G. Duluth Teacher's Credit Union
3. Third payday of the month (where applicable):
 - A. Federal & State Taxes
 - B. Retirement (TRA)
 - C. Social Security

Section 9.2 - Special Provisions:

- A. All insurance premiums shall be paid in advance of the month in which they are due.

ARTICLE X

Paydays

Section 10.1 – Paydays: All directors covered under this Agreement shall be paid every other Friday.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employees will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

Section 10.2 - Method of Payment: The employer may pay directors in the bargaining unit by depositing in such banks, as the director shall designate the net salary or wages owed to such directors. If the director does not designate a bank, the School District will designate a bank or credit union for the director.

Section 10.3: Paydays for returning directors who have been absent during the preceding school year or for new directors on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar shall begin on the first payday following at least one (1) week's work for the School District.

ARTICLE XI

Personnel Files

Section 11.1: A director shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Administrative Offices as provided for "*teachers*" by Minnesota Statutes, Section 125.17, Subd. 12, and to submit for inclusion in the file written information in response to any such material.

Section 11.2: Identification or written authorization shall be required before access is given to any file.

Section 11.3: All evaluations of a director shall be reviewed with the director by the immediate supervisor prior to filing. The director shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each director so evaluated shall be informed.

Section 11.4: Official grievances filed by any director under the grievance procedure shall not be placed in the personnel file of the director, nor shall a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

Section 11.5: All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

Section 11.6: A director shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the director's signature.

Section 11.7: Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources department inspects that file. It shall have space for the date, name, and reason for inspection.

ARTICLE XII

No Strike Clause

The Education Directors Association and the directors covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a director covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless a director shall refuse or fail to perform work for the School District during the period of strike or work stoppage.

ARTICLE XIII

Term Of Agreement

Section 13.1: This Agreement shall be effective July 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2019 to June 30, 2023, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Section 13.2: Except as otherwise agreed, not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2021, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new agreement.

Section 13.3: This Agreement shall be effective upon acceptance by the directors covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota this

EDUCATION DIRECTORS ASSOCIATION

By: Jasmi Crane
President

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Jim Lopez
Chairperson of the School Board

By: Alanna Oswald
Clerk of the School Board

By: Thomas Severson
School District Negotiator

APPENDIX A

**Education Directors Association
Annual Salary Schedule**

<u>TITLE</u>	2021-2022	2022-2023
Director	\$137,333	\$140,423
Asst. Director	\$112,750	\$115,287

**Memorandum of Understanding
Leadership Stipend for 2021-2023 school years**

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Education Directors Association ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for education directors and other individuals employed in positions within the education director's bargaining unit (referred to herein as "Employees");

WHEREAS, during negotiations for the 2021-23 CBA, the parties agreed to execute this MOU outlining the parties' agreement to pay a Leadership Stipend in each of the contract years for the 2021-2022 and 2022-2023 school years;

NOW, THEREFORE, the Union and the District agree as follows:

1. For purposes of this MOU, the term "Employee" refers to individuals employed in a position that is in the education directors' bargaining unit represented by the Union.
2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a Leadership stipend in the amount of \$1200 for the 2021-22 contract year, and \$1200 for the 2022-2023 contract year.
3. An Employee is eligible to receive the leadership stipend if one or both of the following two criteria are met:
 - a. Employees employed prior to, on or after June 30, 2021 will be eligible for the 2021-2022 leadership stipend if they remain in active and eligible status through the end of the contract year. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after the last day of the contract.
 - b. Employees employed on or after June 30, 2022 will be eligible for the 2022-2023 leadership stipend if they remain in active and eligible status through the contract year. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after the last day of the contract.
4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the leadership stipend.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after June 30, 2023. No party may present or rely on this MOU as establishing any precedent or practice extending beyond June 30, 2023. This MOU will expire on June 30, 2023.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth below.

For *Theresa Sullivan*
Independent School District No. 709

For *Jasmi Chan*
Education Directors Association

Dated: 6/30/22

Dated: 6/30/22

**Memorandum of Understanding
Additional Professional Development for 2021-2023 school years**

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 709, Duluth ("District") and the Education Directors Association ("Union").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for directors and other individuals employed in positions within the education director's bargaining unit (referred to herein as "Employees");

WHEREAS, during negotiations for the 2021-23 CBA, the parties agreed to execute this MOU outlining the parties' agreement to add an additional sixteen (16) hours of professional development in during the contract years for 2021-2022 and 2022-2023;

NOW, THEREFORE, the Union and the District agree as follows:

1. The District will schedule 16 hours of additional professional development, which will be spread out over the years of the contract and be completed by June, 2023. The professional development will be jointly created by the Education Directors and the Assistant Superintendent.
2. This additional professional development will be mandatory, will be scheduled on mutually agreed upon evenings, will be held during the members' work weeks and will be centered on District priorities.
3. The Union and the District have a shared expectation that employees will participate in the additional PD day to the maximum extent possible.
4. Employees will receive a stipend of \$1200 for each additional 8 hours of professional development.
5. Employees who do not complete the professional development for any reason will not be eligible for the stipend.
6. The stipend will be paid with the next available payroll cycle following the professional development hours.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after June 30, 2023. No party may present or rely on this MOU as establishing any precedent or practice extending beyond June 30, 2023. This MOU will expire on June 30, 2023.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth below.

For 
Independent School District No. 709

For 
Education Directors Association

Dated: 6/30/2022

Dated: 8/8/22