

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 831
Forest Lake, Minnesota

and

THE ASSOCIATION OF
SCHOOL DISTRICT ADMINISTRATORS

Effective through June 30, ~~2017~~ 2019

TABLE OF CONTENTS

PAGE

ARTICLE I
PURPOSE 1

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE 1

ARTICLE III
DEFINITIONS..... 1

ARTICLE IV
SCHOOL BOARD RIGHTS 2

ARTICLE V
DIRECTOR AND ASSOCIATION RIGHTS 2

ARTICLE VI
DUTY YEAR 4

ARTICLE VII
BASIC COMPENSATION..... 5

ARTICLE VIII
GROUP INSURANCE..... 6

ARTICLE IX
LEAVES OF ABSENCE..... 8

ARTICLE X
SEVERANCE..... 14

ARTICLE XI
MATCHING 403B PLAN..... 15

ARTICLE XII
UNUSED SICK LEAVE ACCOUNT 16

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY 17

ARTICLE XIV
GRIEVANCE PROCEDURE..... 19

ARTICLE XV
MANDATORY RETIREMENT..... 21

ARTICLE XVI
MISCELLANEOUS..... 21

ARTICLE XVII
DURATION..... 22

APPENDIX A 24

APPENDIX B 25

MEMORANDUM OF UNDERSTANDING..... 26

AGREEMENT

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 831, (hereinafter referred to as the School Board or School District) and the Association of School District Administrators, (hereinafter referred to as the exclusive representative or association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for directors employed by the Forest Lake School District during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Association of School District Administrators as the exclusive representative of directors employed by the School Board of Independent School District No. 831, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's retirement contributions or benefits, and the employer'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. The terms in both cases are subject to the provisions of P.E.L.R.A., as amended, regarding the rights and obligations of public employers and the scope of negotiations.

Section 2. Appropriate Unit: Appropriate unit shall mean all persons in the unit certified by the Director of Mediation Services, case no. 93-PCE-821, and employed by the School District as a Director (Director of Business Services, Director of Administration and Human Resources, Director of Teaching and Learning, Director of Special Education, and Director of Community Education) who are employed for more than fourteen (14) hours per week and for more than 67 days per year, and who devote more than fifty percent (50%) of their time to administrative or supervisory duties in the capacity of a director, and excluding all other employees.

Section 3. Director or Employee: The terms "director" or "employee" shall mean each person in the appropriate unit employed by the School Board in any of the following positions: Director of Business Services; Director of Administration and Human Resources; Director of Teaching and Learning; Director of Special Education; and Director of Community Education.

Section 4. School Board: Any reference to School Board or School District in this Agreement shall mean the School Board or its designated officials.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. In the construction of the words used in this Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that pursuant to P.E.L.R.A., as amended, the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities: The Association 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 obligations to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District. The School District has the right and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary. No provisions of this Agreement may be in violation of or conflict with state or federal laws, rules and regulations, directives, findings, determination or order of governmental agencies including but not limited to, the Minnesota and the United States Department of Education. Any specific provisions of this Agreement along with any other relevant collateral provisions, clauses, subdivisions, sections or articles in violation of any law, rule, regulations, directive, finding, determination or order will automatically become inoperative and unenforceable in any forum, including the grievance procedure in this Agreement. The School District has the obligation and inherent authority to comply with any such law, rule, regulation, directive, finding, determination or order.

ARTICLE V

DIRECTOR AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A., as amended, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any director or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to contract administration and the conditions 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.

Section 2. Right to Join: Directors shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check Off: Directors shall have the right to request and be allowed dues check off for the association. Upon receipt by October 1 of the properly executed individual authorization of the director involved, the School District will deduct from the director's paycheck the dues that the director has

agreed to pay to the association during the period provided in said authorization. The School District shall forward the total of such deductions after each pay period to the Association within five (5) days.

Section 4. Fair Share Fee: ~~STRIKETHRU for 2019~~

~~Subd. 1. In accordance with P.E.L.R.A., as amended, any director included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any director shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues.~~

~~Subd. 2. Upon thirty (30) days' notice, pursuant to Subd. 3 hereof, of the name of the director and the amount of the fair share fee, the School District shall deduct 1/8 of such fair share fee from the director's regular salary check beginning with the second payday in October and the second payday of each month thereafter until fully paid. The association agrees to notify the School District promptly whenever any director subject to a fair share fee deduction becomes a member of the association, and no further fair share fee deductions for such director will thereafter be made. The School District shall transmit amounts collected to the association thirty (30) days after deduction, together with the names of employees and amounts being deducted.~~

~~Subd. 3. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each director to be assessed the fair share fee.~~

~~Subd. 4. A challenge by a director or by a person aggrieved by the assessment shall be filed in writing with the School District and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. In the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the director, BMS or Court. Any fair share challenge shall not be subject to the grievance procedure.~~

~~Subd. 5. The association hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the association as provided herein.~~

Section 5 4. District Mail: The Association may use the district mail service for communications to directors in quantities which do not interfere with regular School District mail service.

Section 6 5. Association Representative: Representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations.

Section 7 6. Information: The parties agree that the Association shall have access, upon reasonable notice, to appropriate and available information necessary for the association to exercise its responsibilities as exclusive representative.

Section 8 7. School Buildings and Facilities: The Association shall have the right, upon request, to reasonable use of school buildings and facilities subject to the right of the School District to assess reasonable

charges for additional custodian expenses or other additional operational expenses beyond normal maintenance costs resulting from such use provided further that said use shall not interfere with normal school activities or functions.

Section 98. Other Rights: Nothing contained herein shall be construed to deny or restrict to any director rights he/she may have under the Minnesota School Laws or other applicable laws and regulations.

ARTICLE VI DUTY YEAR

Section 1. Duty Days: The School District shall establish the calendar and directors' duty days for each school year, and the directors shall perform services on such days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Section 2. Duty Year: The directors' duty year will run from July 1 through June 30 of each fiscal year, a twelve (12) month period, and shall include twenty-five (25) days vacation for each Director.

Section 3. Holidays:

Subd. 1. Directors will have the following twelve (12) paid holidays each year:

1. New Year's Day
2. Day during the holiday season as scheduled by the Superintendent
3. Good Friday
4. Memorial Day
5. July 4
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Christmas Day
10. Day during the holiday season as scheduled by the Superintendent
11. Floating holiday
12. Floating holiday

Subd. 2. Rescheduling: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 3. Weekends: In the event that any of the above holidays fall on the weekend, another day in lieu thereof shall be granted as a paid holiday, as scheduled by the Superintendent.

Section 4. Vacation Days: Vacation days shall be scheduled subject to the approval of the Superintendent. A director shall be permitted to carry over a maximum of forty (40) days from one contract year to another. A director who is carrying over the maximum number of days from one year to another may be compensated for up to ~~five (5)~~ **six (6)** additional days that would otherwise be lost at the individual director's daily rate of pay as calculated according to Section 5, below.

Section 5. Vacation Compensation:

Subd. 1. A director terminating his/her employment shall receive payment for vacation earned for that year and that carried over from the previous year, but not taken or otherwise compensated for. The daily rate for said vacation days shall be determined by dividing the director's annual salary by 223.

Subd. 2. In the event of the death of a director during the duty year, that director's beneficiary shall receive payment for vacation earned for that year and that carried over from the previous year, but not taken or otherwise compensated for. If no beneficiary designation is in effect at the time of death, the payment shall be made to the estate of the deceased. The daily rate for said vacation days shall be determined by dividing the director's annual salary by 223.

ARTICLE VII

BASIC COMPENSATION

Section 1. 2015-2017 2017-2019 Contract Years: Directors shall be compensated for the ~~2015-16 and 2016-17~~ **2017-2018 and 2018-2019** contract years pursuant to Appendix A attached hereto. All Directors shall use direct deposit.

Section 2. Daily Computation: Except as otherwise defined in this Agreement, in the event it is necessary to calculate a daily compensation, such daily compensation rate shall be obtained by dividing the annual salary by 260.

~~Section 3. Pay for Performance: [Effective 7/1/2016, this Section is deleted and the succeeding Sections are renumbered.]~~

~~Subd. 1. Pay for performance is directed toward improvement of leadership skills. The pay for performance process will be at the discretion of the Superintendent following consultation with the individual administrator.~~

~~Subd. 2. For 2010-11 and beyond, each director shall be eligible to receive up to \$5,000.00 for Pay for Performance.~~

~~Subd. 3. Compensation due will be based on the Superintendent's evaluation and payment authorization. Such performance evaluations shall be based on the following criteria:~~

- ~~• Fifty percent (50%) of the pay for performance allocation will be based on the evaluation of the activities for two mutually agreed upon professional goals.~~
- ~~• Fifty percent (50%) of the pay for performance allocation will be based on the evaluation of the Director's performance of his/her job description.~~

~~Subd. 4. A Director who has been authorized to receive less than 50% shall be afforded the opportunity to perform additional activities in order to meet his/her desired level of performance. Compensation will be paid prior to the end of each contract year, but will not be considered part of the individual's continuing contract salary.~~

~~Subd. 5. This section will not be subject to the grievance procedure.~~

Section 4.3. Application: The salary stipulated in Appendix A hereof is based on the assumption that the employee is employed for the full duty year and regular duty day and continues to occupy a position similar and comparable to the position occupied as of the date of execution of this Agreement.

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District subject to the right of the association to meet and confer on such matter. The School District agrees, however, not to reduce the level of benefits of existing coverage except by mutual agreement of the parties.

Section 2. Medical-Hospitalization Insurance:

Subd. 1. Single and Dependent Coverage: The School District will contribute the full premium for single and dependent medical-hospitalization insurance for all full-time directors employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Directors who elect only single coverage may transfer the difference in cost between single coverage and dependent coverage to their health care reimbursement account, rather than access health care reimbursement benefits under Section 4 of this Article.

Section 3. Flexible Benefit Plan: The School District shall sponsor a Flexible Benefit Plan.

Section 4. Health Care Reimbursement Plan: The School District shall sponsor a Health Care Reimbursement Plan which will either make direct payment or provide reimbursement for hospital-medical and dental insurance and other eligible health care expenses as defined under the provisions of the School District's Health Care Reimbursement Plan.

Subd. 1. All other terms and conditions of the Plan, including but not limited to maximum reimbursements and other administrative procedures shall be set forth under the provisions of the plan document.

Subd. 2. Each eligible employee's Health Care Reimbursement Plan Account shall be credited with \$1,020.00 per contract year in equal installments beginning with the first pay date, until modified by a subsequent agreement. Effective January 1, 2014, this contribution shall be made, for all employees who participate in the District's group Health and Hospitalization insurance plan, into the vested portion of the employee's HRA funds integrated with that Plan. For any employee not participating in the District's group Health and Hospitalization Plan, this contribution will be made into the employee's account within the district's Limited Scope HRA Plan, available for reimbursement of vision and dental care expenses consistent with the terms of the Plan Document as approved by the ISD 831 School Board on November 7, 2013, and as amended thereafter.

Subd. 3. Eligibility shall be governed by Section 9 of Article VIII, Group Insurance.

Section 5. Retirement Health Care Savings Account (RHCSA): Retirement Health Care Savings Account (RHCSA): The School District shall sponsor a RHCSA whereby the District will contribute \$1,000/year into each employee's RHCSA.

Section 6. Income Protection Insurance: ~~Subd. 1~~ The School District shall deduct from the Director's paycheck the premium for the current long-term disability plan in effect in the school district for which the Director is qualified. This deduction shall be made in after-tax dollars. All Directors shall participate in the district long-term disability policy coverage. The current plan for each Director shall equal 2/3 of Director's regular salary.

~~Subd. 2. A Director who becomes eligible for long term disability insurance compensation shall be guaranteed 80% of the respective fiscal year dollar amount (Article VII, Section IV: Pay for Performance) in the event that said Director is unable to complete the pay for performance process in any given year.~~

Section 7. Life Insurance: The School District will provide each full-time director with a \$250,000 (double indemnity and dismemberment) term life insurance policy. The premium for this insurance shall be paid in full by the School District.

Section 8. Dental Insurance:

Subd. 1. Single and Dependent Coverage. The School District shall pay the full premium for single and dependent dental insurance for all full-time directors employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Directors who elect only single coverage may transfer the difference in cost between single coverage and dependent coverage to their health care reimbursement account.

Section 9. Claims Against the School District: The parties agree that insurance benefits described in this Article and the eligibility of any employee for such benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by Independent School District No. 831. Upon termination of employment all School District participation and contribution shall cease, except as otherwise provided in this Agreement.

Section 11. Continued Coverage: A director and dependents shall be eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances:

- a. The director retires prior to age 65, but is not eligible for the early retirement/resignation/severance provisions of Article X, but is at least 55 years of age.
- b. The director is on unrequested leave of absence.

It is the responsibility of the director to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The director's and dependent's right to continue participation in such group insurance, however, shall discontinue in accordance with law.

Section 12. Survivor Benefits: In the event that a director dies while in the employ of the School District, the deceased director's dependent spouse and children shall be eligible for continued district paid group health and dental insurance benefits for a period of one year following the death of the director. The amount of School District

contribution for these benefits will be that amount prescribed in this article of this Agreement at the time of the death of the director, including any accrued benefits in the Health Care Reimbursement Plan.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time directors shall earn sick leave at the rate of eighteen (18) days for each year of service in the employ of the School District:

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 329 days of sick leave per director.

Subd. 3. Sick leave pay shall be allowed by the School District whenever a director's absence is due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. In the event of concern regarding abuse of sick leave, the School District may require that director to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the director will be so advised at the time the illness is reported.

Subd. 6. Absence on sick leave will be charged first to the annual allowance of the director and thereafter to accumulated leave.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form.

Subd. 8. Sick leave, may also be used for serious illness involving the director's spouse, child, or parent. The specific amount of leave allowed under this section shall be within the discretion of the Superintendent.

Subd. 9. Each employee will be notified on or before the end of the second pay period in September as to their accumulated number of sick leave days.

Subd. 10. A director may utilize available sick leave, subject to the provisions of this section and Section 4 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such a director shall notify the Superintendent in writing no later than the end of the sixth month of pregnancy indicating intention to utilize sick leave, shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement.

Subd. 11. At the time a director becomes eligible to receive long-term disability compensation as provided in this Agreement, such director may continue to use accrued sick leave on a prorated basis.

Subd. 12. When a director is injured on the job in the service of the School District and collecting worker's compensation insurance as well as drawing leave pay and receiving full salary from the School District, the salary shall be reduced by an amount equal to the long-term disability insurance payments and

only that fraction of the days not covered by insurance will be deducted from accrued sick leave, holidays, and/or vacation days.

Subd. 13. A director in the School District shall be permitted to utilize the annual sick leave accrual, in advance of accrual, if he/she has performed his/her duties for at least five (5) working days. In the event that such sick days are utilized prior to the earning thereof, such days will be deducted from future accumulations. In the event that a director who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advance beyond his/her earned accrual. Sick leave days shall not accumulate during a period of time when a director is on unpaid leave or long-term disability.

Subd. 14. The School District may, in its discretion, grant sick leave beyond the director's accrual in special circumstances.

Section 2. General Leaves:

Subd. 1. A director may be granted a leave/s with pay at the discretion of the Superintendent for situations that arise requiring the director's personal attention. Days granted will not be deducted from sick leave.

Subd. 2. Deaths, funerals, court appearances, estate settlements, and educational experiences are examples of situations where this leave may be granted in the discretion of the Superintendent.

Section 3. Military Leave: Military leave shall be granted to a director pursuant to M.S. Chapter 192 and other applicable law. Pursuant to Minn. Stat. 471.975:

Subd. 1. Subject to the limits of Subdivision 2, the District will pay to each eligible member of the National Guard or other reserve component of the armed forces of the United States an amount equal to the difference between the director's basic active duty military salary and the salary the director would be paid as an active District employee, including any adjustments the director would have received if not on leave of absence. The pay differential will be based upon a comparison between the director's daily rate of active duty pay, calculated by dividing the director's military monthly salary by the number of paid days in the month, and the director's daily rate of pay for the director's District salary, calculated by dividing the director's total District salary by the number of contract days. The director's salary as a District employee includes the director's basic salary and any additional salary the director earns from the District for noncurricular activities. The differential payment under this paragraph is the difference between the daily rates of pay times the number of District contract days the director misses because of military active duty. This payment will be made only to a director whose basic active duty military salary is less than the salary the director would be paid as an active District employee. Payments may be made at the intervals at which the director received pay as a District employee. Payment under this section will not extend beyond four years from the date the director reported for active service, plus any additional time the director may be legally required to serve.

Subd. 2. The District will continue the director's enrollment in health and dental coverage, and the employer contribution toward that coverage, until the director is covered by health and dental coverage provided by the armed forces. If the director had elected dependent coverage for health or dental coverage as of the time that the director reported for active service, the District will offer the director the option to continue the dependent coverage at the director's own expense. The District will permit the director to continue participating in any pretax account in which the director participated when the director reported for active service, to the extent of employee pay available for that purpose.

Subd. 3. An eligible member of the reserve components of the armed forces of the United States is a reservist or National Guard member who was an employee of the District at the time the member reported for active service on or after May 29, 2003, or who is on active service on May 29, 2003.

Subd. 4. For purposes of this section, "active service" has the meaning given in Minnesota Statutes section 190.05, subdivision 5, but excludes service performed exclusively for purposes of:

- (1) basic combat training, advanced individual training, annual training, and periodic inactive duty training;
- (2) special training periodically made available to reserve members; and
- (3) service performed in accordance with section 190.08, subdivision 3.

Section 4. Child Care Leave:

Child care leave is available consistent with State and Federal statutes and laws.

~~Subd. 1. A director shall be granted a child care leave of absence according to the procedures outlined in this section.~~

~~Subd. 2. A pregnant director shall notify the Superintendent in writing not later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. The director shall submit a written request to the Superintendent for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this section, a director shall not be eligible for sick leave pursuant to Section 1 hereof.~~

~~Subd. 3. The effective beginning date of such leave and its duration, or resignation if the director so elects, shall be determined by the Superintendent and submitted to the School Board for its action. In recommending the date of commencement and duration of the leave, or the effective date of the resignation, the Superintendent shall review each case on its individual merits taking into consideration the following:~~

- ~~1. The desires of the director.~~
- ~~2. The specific employment duties of the director involved.~~
- ~~3. The health and welfare of the director or unborn child.~~
- ~~4. The recommendation of the director's physician.~~
- ~~5. Any other relevant criteria.~~

~~Subd. 4. In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence, or resignation if the director elects to resign, the School Board may, but shall not, in any event be required to:~~

- ~~1. Grant any leave more than twelve (12) months in duration.~~
- ~~2. Permit the director to return to her employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the director and the School District.~~

~~Subd. 5. If the director complies with all provisions of this section and a child care leave is granted by the School District, the School District shall notify the director in writing of its action.~~

~~Subd. 6. A director returning from child care leave shall be re-employed in a position for which he/she is qualified commensurate with a position occupied prior to the leave, subject to the following conditions:~~

- ~~1. That the position has not been abolished pursuant to M.S. 122A.40.~~
- ~~2. That he/she is not physically or mentally disabled from performing the duties of such position.~~

~~Subd. 7. Failure of the director to return pursuant to the date determined in this section may constitute grounds for termination in the School District pursuant to M.S. 122A.40.~~

~~Subd. 8. The parties agree that the applicable periods of probation for directors as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a director's performance. The parties agree, therefore, that periods of time for which the director is on child care leave shall not be counted in determining the completion of the probationary period.~~

~~Subd. 9. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.~~

~~Section 5. Adoption Leave:~~

~~Subd. 1. Adoption leave shall be granted by the School District pursuant to applicable provisions of Section 5 and this section.~~

~~Subd. 2. Upon learning of the date of adoption, the director shall submit a written application for adoption leave to the School Board.~~

~~Subd. 3. Adoption leave will commence at the date of adoption and may be for a period of up to one (1) year.~~

~~Section 6 5. Medical Leave:~~

~~Subd. 1. A director who is unable to perform because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave.~~

~~Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.~~

~~Subd. 3. An employee who fails to comply with the provisions of this section or who fails to seek a medical leave as provided in this section may be terminated by the School District pursuant to M.S. 122A.40. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment may be terminated pursuant to M.S. 122A.40.~~

~~Section 7 6. Sabbatical Leave:~~

Subd. 1. A sabbatical leave may be granted to directors in the School District for the purpose of professional improvement, subject to the provisions of this section and pursuant to M.S. 122A.49.

Subd. 2. To be eligible for sabbatical leave, an individual must have been continuously employed at least seven (7) years in the School District.

Subd. 3. Application for sabbatical leave shall be submitted in writing to the Superintendent of Schools no later than February 1 of the previous year. The application for sabbatical leave shall contain a detailed description of intended activities and expected benefit to the School District. The proposed program must be approved in advance by the Superintendent of Schools and the School Board. Any other procedure of applying for sabbatical leave and for determining the distribution of such leave shall be established by the Superintendent. Applications shall receive written notification on or before May 1 following application for sabbatical leave.

Subd. 4. The granting of such leave shall be at the discretion of the School Board. The decision of the School Board to grant or deny a sabbatical leave shall not be subject to the arbitration clause of the grievance procedure.

Subd. 5. The allowance granted to a director on sabbatical leave shall be one-half (1/2) of the basic contract salary of the individual for the school year in which the application for sabbatical leave is made.

Subd. 6. A director receiving a sabbatical leave of absence must agree in writing to return to the School District for at least two (2) years of service after completion of the sabbatical leave. A director who has received a sabbatical leave and fails to complete two (2) years of service with the School District, for any reasons other than individual's incapacity to perform duties, shall refund those monies received from the School District for sabbatical leave and said monies shall be due and payable to the School District forthwith upon the cessation of employment in the School District.

Subd. 7. Upon satisfactory completion of a sabbatical leave, the individual shall be assigned to a position commensurate to that occupied prior to the leave or such other position as agreed by the director and the School District.

Subd. 8. A director on sabbatical leave shall retain such amount of emergency leave days and other accrued benefits, if any for use upon return pursuant to this Agreement. No additional leave shall accrue for the period of time that a director is on sabbatical leave.

Subd. 9. A director is eligible to continue his/her group insurance benefits, if permitted by the terms of his/her policy, including School District contribution pursuant to Article VIII of this Agreement.

Subd. 10. If the number of requests for sabbatical leave exceed the number to be granted by the School District, School District shall meet and confer with the association to determine which individuals will be selected for sabbatical leave. In meeting and conferring, consideration will be given to the overall needs of the educational program, length of service of the director and contributions to the school system.

Subd. 11. A director returning from sabbatical leave shall be compensated in the year of return as if he/she had been on duty in such year.

Subd. 12. Prior to the commencement of a sabbatical leave the Superintendent and the director shall meet and mutually agree upon a plan for a full-time program during the sabbatical leave and a method

of reporting on the progress of sabbatical activity pursuant to Subd. 3 of this section. Submission of the agreed upon progress report indicating adherence to the full-time program during the duration of the sabbatical leave shall be a condition of payment pursuant to Subd. 5 of this section.

Section 7. Unpaid Leaves: A director may request an unpaid leave of absence under School Board Policy Number 415.

Section 8. Insurance Application: A director on unpaid leave pursuant to this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue in accordance with law.

Section 9. Accrued Benefits: A director on unpaid leave pursuant to this Article shall retain such amount of experience credit for pay purposes, and other accrued benefits, if any, for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

Section 10. Jury Duty Leave: A director who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event a director serves on jury duty pursuant to this section, the School District will compensate the director for the difference between his/her regular salary and the amount received as jury duty pay.

Section 11. Eligibility: Leave benefits as outlined in this Article shall apply only to directors who are employed full time, except that directors employed more than one-half (1/2) time but less than full time shall be eligible for such benefits on a prorata basis. However, a director employed less than full time, but for a sufficient period of time to be a member of this appropriate unit, and also employed in another licensed position in the School District, shall be eligible for his/her total employment time in both positions. Directors employed less than one-half (1/2) time shall not be eligible for benefits as outlined in this Article. For purposes of this Article, a full-time director shall mean services for the full fiscal year and full work day as defined in Article VI hereof, and the term half-time shall mean a director employed for the full work year as defined in Article VI, but half of the regular duty day.

Section 12. Seniority: For purposes of seniority standing, a director on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

ARTICLE X

SEVERANCE

Section 1. Eligibility: Subject to M.S. 465.72, full-time directors who have completed at least five (5) years of continuous service with the School District and who are at least fifty-five (55) years of age, shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation at least four (4) months prior to the effective retirement date, unless otherwise agreed to by the Superintendent. For purposes of this section, professional service shall mean Minnesota allowable service as defined in Minnesota Statutes Chapter 354.05, Subd. 13 (TRA) or 354A.011, Subd. 4. Severance pay shall not be granted to any director who is discharged for cause by the School District.

Section 2. Number of Days:

Subd. 1. An eligible director, upon early retirement or resignation shall receive as severance pay an amount representing one hundred and five (105) days' pay.

Subd. 2. In addition to the severance pay provided in Subd. 1., an eligible director shall receive, as severance pay upon his/her retirement, the amount obtained by multiplying the director's daily rate of pay by one-half (1/2) times his/her number of unused sick leave days, but in any event not to exceed one hundred (100) days' pay.

Section 3. Daily Rate of Pay: In applying these provisions, a director's daily rate of pay shall be the highest daily rate of pay over the five-year period immediately preceding the date of retirement, obtained by dividing the director's annual salary by 223.

Section 4. Schedule:

Pro Rata Schedule: A director shall be eligible for severance pay, as defined and limited in Section 2 hereof, according to the following schedule for each year of service in the employ of the School District. A year of service is defined as having been employed for at least 87 duty days within the course of a year.

<u>Years of Service</u>	<u>Percent</u>
After 5 years	50%
After 6 years	60%
After 7 years	70%
After 8 years	80%
After 9 years	90%
After 10 years	100%

Section 5. Payment: Payment will be paid in two (2) equal annual installments, the first one-half (1/2) shall be paid upon separation from the School District pursuant to the article, and the second one-half (1/2) shall be paid January 1 of the following calendar year.

Section 6. Severance Pay Death Benefit:

Subd. 1. In the event of the death of a retired director who at the time of death was receiving early retirement benefits under this Agreement, any remaining benefits shall be payable to his/her designated beneficiary and if no beneficiary designation is in effect at his/her death, then to the estate of the deceased administrator.

Subd. 2. In the event of the death of a director, who, at the time of death met the eligibility requirements in Article X, Section 1 for early retirement/resignation/severance but had not submitted a resignation, an amount equal to the maximum benefits available under Article X shall be paid to that director's designated beneficiary, and if no designated beneficiary is in effect at the time of death, to said director's estate.

Section 7. Medical/Dental/Life Insurance: The School District agrees to contribute the premium as per the terms of this Agreement for medical-hospitalization, dental, and life insurance for any director who elects early retirement/resignation/severance under this Agreement. Such District contribution shall be continued up to a maximum total of ten years. The School District may utilize a Retiree Health Reimbursement Arrangement of the district's choosing to facilitate this provision.

Section 8. Reimbursement: To be eligible for the benefits of this Article, a director must cooperate with the District in the execution and submission of any forms which may be necessary for the School District to obtain any reimbursements available from the State. Any reimbursements obtained shall be the property of the School District to offset the cost of this Article. In the event State reimbursement exceeds the School District contribution, the retiree will receive the difference.

ARTICLE XI MATCHING 403(B) PLAN

Section 1. Eligibility: Full-time Directors who are employed by the School District and are participating in the School District's 403(b) Plan will be eligible to receive a matching annual contribution by the School District effective July 1, 2000 pursuant to M.S. 356.24 according to the provisions contained in the Article and the School District 403B Plan documents. The School District will match the amount of the Director's annual contribution up to a maximum annual contribution of \$3,000.00. ~~Effective July 1, 2016, the School District will match the amount of the Director's annual contribution up to a maximum annual contribution of \$5,000.~~

Section 2. Limits Regarding the School District's Matching Contribution: The School District's total Director lifetime matching contribution shall be limited to (fifty thousand dollars) \$50,000 for each participating Director.

Section 3. Deduction from Severance: The School District's total matching contribution to an individual Director's 403(b) Plan will be deducted from any severance the individual Director is eligible for, pursuant to Article X. The Director will receive any remaining severance amount.

ARTICLE XII UNUSED SICK LEAVE ACCOUNT

Section 1. Eligibility: Any Director who is at least fifty-five (55) years old and has completed at least fifteen (15) years or more of actual service with the School District shall be eligible for unused sick leave pay pursuant to the provisions of this Article upon submission of written resignation accepted by the School Board. Director eligibility shall not be granted if discharged for cause under M.S. §122A.40.

Section 2. Accumulation: Directors may accumulate unused sick leave days into their individual leave accounts during their years of administrative service within the School District as per Article IX of the Master Agreement.

Subd. 1. The number of sick leave days accumulated will be reduced by any number of sick leave days used under Article IX - Leaves of Absence and Article X - Early Retirement/Resignation/Severance, Section 2, subd. 2.

Subd. 2. The number of eligible unused sick leave days will be computed as of June 30 in the school year during which retirement is requested.

Subd. 3. At separation of service, any eligible accumulated sick leave will be placed into the director's unused sick leave account.

Subd. 4. When a director accumulates two hundred (200) days of sick leave, any additional days will be credited to the director's unused sick leave account. Once a sick leave day has been credited to the unused sick leave account, it cannot be used as sick leave.

Section 3. Payment: The rate of pay for eligible sick leave days in the unused sick leave account shall be as follows:

(Eligible Unused Sick Leave Days) X (½ the director's daily rate of pay)

With the above dollars, the School District will pay premiums to the insurance company of the employee's group coverage, or other unreimbursed medical expenses, until the individual's unused sick leave account is depleted. The coverage of the retiree shall not be interrupted until the account is depleted. The School District may utilize a Retiree Health Reimbursement Arrangement of the district's choosing to facilitate this account.

Section 4. Survivor Benefits:

Subd. 1. In the event of the death of a retired director who at the time of death was receiving early retirement benefits under this Agreement, any remaining benefits shall be payable to his/her designated beneficiary and if no beneficiary designation is in effect at his/her death, then to the estate of the deceased administrator.

Subd. 2. In the event of the death of a director, who, at the time of death, met the eligibility requirements in Article X, Section 1 for early retirement/resignation/severance but had not submitted a resignation; an amount equal to the maximum benefits available under Article XII shall be paid to that director's designated beneficiary, and if no designated beneficiary is in effect at the time of death, to said director's estate.

ARTICLE XIII

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

Section 1. Unrequested Leave: The parties have failed to reach agreement on a complete unrequested leave plan and, therefore, acknowledge that both parties are governed by applicable Minnesota Statutes, M.S. 122A.40, except as otherwise modified or agreed to herein.

Section 2. Seniority List: The seniority list shall be drawn pursuant to the following:

Subd. 1. Seniority will be based on the initial date of employment involving continuous service. The initial date of employment shall be designated as August 25. Teachers employed after that date and for that current school year shall have a seniority date based upon their first day of teaching. For the purposes of this subdivision, teacher shall be defined as in M.S. 122A.40.

Subd. 2. Employment as a long-term substitute that is continuous with employment on a regular basis will be granted full seniority credit.

Subd. 3. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 4. Probationary teachers are on the list for informational purposes only and will not acquire seniority within the meaning of M.S. 122A.40, until completion of the probationary period, at which time the seniority date will relate back to the original date of employment as a regular contract teacher.

Subd. 5. The School District shall cause a seniority list (by name, date of employment, qualification and subject matter or field) to be prepared by its records. The School District shall thereupon notify each teacher with a copy of the completed list.

Subd. 6. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof and request for seniority change to the Superintendent or designee.

Subd. 7. Within twenty (20) working days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Superintendent deems warranted. Any teacher affected by Subd. 6 will be notified by the Superintendent and have twenty (20) working days to respond or refute any documentation, proof, or any proposed change. A final seniority list shall thereupon be prepared by the Superintendent, which list, as revised, shall be binding on the School District and any teacher. The Superintendent on December 15th shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 8. Teachers shall be placed on the seniority list in accordance with the following criteria:

1. The most recent date of employment as an individually contracted teacher. If two (2) or more teachers have a similar employment date, then item 2 will apply.
2. The total cumulative years in the district will be deemed more senior. If seniority is still equal, then item 3 will apply.
3. Full-time is senior to part-time: A teacher who in the year of proposed leave placement occupies a full-time, full school year position, including one who is on authorized requested leave of absence, shall be deemed senior to one placed on leave from a less than full-time, full year position. If seniority is still equal, then item 4 will apply.
4. Lateral Placement: A greater number of earned credits, as they apply to the salary schedule will be deemed senior. (Example: B.S.+30 will be senior to B.S.+15.) If seniority is still equal, then item 5 will apply.
5. Cumulative total years experience. If seniority is still equal then item 6 will apply.
6. A greater number of licensed areas will be deemed more senior. If seniority is still equal, then item 7 will apply.
7. Determination by Superintendent and School District.

Subd. 9. Leaves of absence shall not affect the seniority of a teacher pursuant to Article XII.

Subd. 10. The seniority list will include all licensed employees as defined under M.S. 122A.40.

Subd. 11. Because school calendars and other data are not available for some of the past years, the designated day for a new contract year shall be deemed to be August 25.

Subd. 12. Seniority credit shall apply only to days of the regular school year, as defined in Article VI and shall not apply to additional employment such as summer school and extended employment.

Subd. 13. In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on unrequested leave of absence, only those licenses actually received by the Superintendent's office for filing as of February 1 of such year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after February 1 shall be considered for purposes of recall, but not in the current reduction.

Section 3. Teacher: For purposes of this Article, "teacher" means a continuing contract teacher who is employed at least an average of fourteen (14) hours per week and 67 days per year. A teacher employed less than an average of fourteen (14) hours per week and 67 days per year and casual substitute teachers shall not acquire seniority.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The employee, administrator, 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 behalf.

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely and effective if it is personally delivered or mailed with the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Superintendent setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall

constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Superintendent.

Section 5. Decision: If the grievance is not resolved through informal discussion, the Superintendent shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Section 6. School Board Review: The School Board shall review any decision issued pursuant to Section 5 hereof at the request of grievant or at its own instance, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision by the Superintendent has been rendered. In the event the School Board reserves the right to affirm, reserve, or modify such decision and at the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision within twenty (20) days of its notice to review a decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Section 5, or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party

incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitration and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitration shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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, and organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of a public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Appendix B). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV

MANDATORY RETIREMENT

Section 1. Mandatory Retirement: Mandatory retirement shall be in accordance with applicable state and federal law.

ARTICLE XVI

MISCELLANEOUS

Section 1. Travel Allowance: A director shall be eligible for the normal mileage reimbursement in accordance with School Board Policy Number 302 for travel outside of the School District. Any reimbursement made for in-district travel expenses must be pre-approved by the Superintendent.

Section 2. Professional Dues: The School District shall pay each director's professional dues.

Section 3. Conferences and Workshops:

Subd. 1. The School District shall provide paid time off and funds for directors to attend two (2) state conferences sponsored by their Association each year and one (1) national conference sponsored by their Association each year. Conferences shall be approved by the Superintendent or his or her designee. An out-of-state workshop may be substituted for a national conference subject to the prior approval of the Superintendent or designee.

Subd. 2. In addition to the above meetings, directors may attend other state conferences and workshops in the areas of their job assignments subject to the prior approval of the Superintendent or designee.

Subd. 3. Expenses will be covered under School Board Policy 302. However, if the actual costs exceed the per diem limitations the Superintendent will authorize the expenses over and above the policy limits.

Section 4. Miscellaneous Business Expenses: The School District shall provide each Director a miscellaneous business expense allowance in the amount of \$190.00 per month for miscellaneous business expenses within the School District. The monthly allowance will increase 3% per year, effective July 1, 2008.

Section 5. Probationary Period: When a member of another Forest Lake School District bargaining unit accepts a position as director in the Forest Lake Association of School District Administrators' bargaining unit, the director shall be subject to a one-year probationary period. If the director does not successfully complete the one-year probationary period, he/she shall be allowed to return to a similar and/or equal position in the former bargaining unit.

Section 6. Moving Expenses: The school district agrees to reimburse a Director for moving expenses not to exceed \$4,000.00 who meets the following criteria:

Subd. 1. The Director must be moving to District 831 from another school district.

Subd. 2. The Director must be purchasing a home in which to live located in District #831.

Subd. 3. The Director must remain in the employ of District #831 a minimum of two (2) years following the reimbursement date or repay the district 50% of the amount received.

Subd. 4. The Director must obtain at least two (2) quotes from movers and accept the lowest quote to be eligible for reimbursement.

ARTICLE XVII

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, ~~2015~~ 2017 through June 30, ~~2017~~ 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, ~~2017~~ 2019, it shall give written notice of such intent no later than March 1, ~~2017~~ 2019.

Section 2. Effect: The Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the directors of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Negotiations During Term: The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for directors. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the employer and the association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided, however, that any or all of the provisions of this Agreement may be open for negotiation and modification at any time by mutual consent. This section shall not restrain either party from full enforcement of rights under Minnesota Statutes 179A.13.

Section 4. Severability: No provision in this Agreement shall be in conflict with state and federal laws or rules promulgated under law, or resolutions, provided that the rules and resolutions are consistent with this chapter.

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

For
The Association of School District Administrators
6100 N. 210th Street
Forest Lake, MN 55025

Independent School District No. 831
6100 N. 210th Street
Forest Lake, MN 55025

School Board President

School Board Clerk

Dated: _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT NO. 831
Forest Lake, Minnesota 55025

APPENDIX A

	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
Lawrence Martini, Director of Business Services	\$137,573	138,949	140,339
Donna Friedmann, Director of Admin/ & Human Resources	\$137,573	138,949	140,339
Diane Giorgi, Director of Teaching and Learning	\$137,573	138,949	140,339
Kelly Lessman, Director of Special Education	\$137,573	138,949	140,339
Cory McKinnon, Director of Community Education	\$137,573	138,949	140,339

GRIEVANCE REPORT FORM
Forest Lake Public Schools

Name _____ Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant

Copies to: Superintendent
Director
Association

MEMORANDUM OF UNDERSTANDING
Between Forest Lake Area School District #831
and The Association of School District Administrators

The School District shall contribute an amount equal to the value of the employee's severance pay directly into the retiree's special retirement pay plan account. The retiree will not receive any direct payment from the school district for severance pay.

The school district's annual contribution into the retiree's special retirement pay plan account must not exceed the IRS contribution limit. If the amount calculated exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's special retirement pay plan account in the following year(s).

The school district contribution (into the retiree's special retirement pay plan account) will be made according to the same timeline as was provided for the direct payment of severance pay.

This Memorandum may be modified on an annual basis by mutual agreement of the parties.

IN WITNESS WHEREOF, THE PARTIES AGREE TO THE STATEMENT FOUND IN THIS Memorandum of Understanding:

District Administrator

School Board President

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019