

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

and

DULUTH DISTRICT-WIDE INSTRUCTIONAL
ADMINISTRATORS' ASSOCIATION

EFFECTIVE DATES

August 1, 2020

to

July 31, 2021

AGREEMENT

**Between
Duluth District-Wide Instructional Administrators' Association**

And

**Independent School District No. 709
St. Louis County, Minnesota**

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AGREEMENT

Between
Duluth District-Wide Instructional Administrators' Association

and

**Independent School District No. 709
St. Louis County, Minnesota**

THIS AGREEMENT, entered into this 15th day of June 2021, by and between the Duluth District-Wide Instructional Administrators' 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 the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

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 Duluth District-Wide Instructional Administrators' Association as the exclusive bargaining representative for all instructional administrators who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding superintendents, assistant superintendents, building-based licensed administrators, education directors, business administrators and confidential employees. The Association shall be the duly authorized representative of said employees 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 employees or affecting the role of the Association as the exclusive bargaining representative with any other organization or person except as required by law.

The unit, as presently constituted, is made up of employees who had been represented previously by two (2) different bargaining units, each of which had a contract with the District. Each contract contained conditions of employment and benefits unique to that unit. Certain of the historical bargaining bases and philosophies that were reflected in the differing contract provisions are preserved in this contract. The method selected to preserve some of the contract provisions is to divide the unit into two (2) groups, A and B. Appendix A lists the position titles by the group to which the positions are assigned.

ARTICLE II

School District And Association Rights

Section 2.1 - School District Rights: It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars, except as limited by the terms of this Agreement or by applicable federal and state laws.

Section 2.2 - Vacant, New & Changed Positions: When a vacancy occurs in an administrative position or when a new administrative position occurs, notice of such will be mailed to the President of the Association or his/her designee at least ten (10) days prior to the date applications for each are accepted. Any newly created administrative positions determined to be within the appropriate bargaining unit will be assigned to Group A or Group B and will be placed on the Administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position within

ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

In the event the District significantly increases the position responsibility of a position in the unit, the following procedure shall be followed:

Level 1: A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Human Resources Director or his/her designee. The Human Resources Director or his/her designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within ten (10) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and supervisor.

Level 2: If the employee or unit does not agree with the Level 1 decision a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee shall be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position in question for reclassification.

Reclassifications are effective thirty (30) days prior to date of applications receipt in the Human Resources Department. Should the Superintendent remove duties, the employee will be compensated thirty (30) days prior to application's receipt in the Human Resources Department.

Section 2.3 - Validity or Conformity to Law Clause: If any provision of this Agreement is or shall at any time be contrary to law or the District's affirmative action policy, then such provision shall 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.

Section 2.4 - Savings Clause: In the event that any provision of this Agreement is or shall at any time be contrary to law or affirmative action policy, all other provisions of the Agreement shall continue in effect.

Section 2.5 - Association Dues & Fair-Share Fees: Upon receipt from the Association of its membership list, the School District shall deduct from the salary of each member annual dues not to exceed two (2) installments per year.

In the event the Association finds it necessary to make a special assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or his/her representative as designated by the Association President. The withholding of such assessment shall be on a schedule determined by the membership.

Section 2.6 - Matters Not Covered: This Agreement represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. With respect to matters not covered by this Agreement which are 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 now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 2.7 - Probation & Discipline: Upon initial appointment to a position in the unit regarding a license, there shall be a two (2) year probationary period for individual appointments for individuals having teacher tenure in the District. During this probationary period the employment of the administrator may or may not be continued as the School Board shall see fit, whereupon, in the latter case, the administrator shall have the right to return to his/her previous position or to a position equivalent to the one held prior to

the appointment to the unit, provided a position exists for which the administrator is appropriately licensed and the Administrator has sufficient seniority to claim the position.

Administrators appointed to a position in the unit requiring licensure who do not have teacher tenure in the District will have a probationary period of three (3) years during which period the administrator's employment may or may not be continued as the School Board shall see fit.

Administrators appointed to positions in the unit, which do not require licensure will have a probationary period of one (1) year during which period the administrator's employment may or may not be continued, as the School Board shall see fit.

Any administrator who is not serving as a teacher within the meaning of Minnesota Statute 122A.41, Subd. 1, and who has completed the probationary period set forth above, shall not be terminated, suspended or demoted (excluding demotions due to budgetary demotion) after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to grieve the action taken in accordance with the procedure set forth in Article VII hereof. The District may discharge, suspend (with or without pay) or demote at the time of such notice, and the action taken shall continue in effect unless reversed or altered through the grievance procedure or any ensuing arbitration.

Any administrator who has completed the probationary period and who is serving as a teacher within the meaning of Minnesota Statute 122A.41, Subd. 1, shall be discharged, suspended, or demoted in accordance with the provisions of that statute.

ARTICLE III

Terms And Regulations Of Employment

Section 3.1 - Definition of the Work Year: The number of weeks to be worked are specified in the salary schedule as set forth in Appendix A.

Section 3.1.1 - Holidays (Group A):

A. Administrators on a fifty-two (52) week work contract shall have ten (10) paid holidays per year as follows:

New Years' Day	Teachers' Convention day in October
Presidents' Day	Thanksgiving Day and the day
Memorial Day	after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

B. 1. Administrators who work less than a full year contract shall have as holidays:

- Labor Day
- Teachers' Convention Day in October
- Thanksgiving Day and the day after Thanksgiving
- Presidents' Day
- The Spring Recess Week the same as teachers
- Memorial Day
- Independence Day is a day off without reduction in compensation
- If the administrator is scheduled the day before and/or after

(Note: The winter recess is not paid holiday time.)

2. Consistent with the teachers' contract work year, these administrators are to work the equivalent of two (2) school days to be scheduled for evening and/or other non-duty hours for fall and spring conference/counseling. Administrators who do not participate in conference/counseling are to work the equivalent of two (2) school days in what would otherwise be non-duty hours with the tasks to be performed and the scheduled tasks to be agreed upon by the unit member and the immediate supervisor.
3. In the event teachers may be required to perform duties on other days or days in lieu of scheduled work days as provided in the official school calendar due to emergencies including energy conservation, administrators will also be required to adjust their annual work schedule accordingly without change in compensation. Strikes will not be considered an emergency closing.

Section 3.1.2 - Holidays (Group B): All employees under this agreement shall receive ten (10) paid holidays as follows:

- New Years' Day (if the administrator is scheduled to work the day before and/or after)
- President's Day
- Memorial Day
- Independence Day (if the administrator is scheduled to work the day before and/or after)
- Labor Day
- Teachers' Convention Friday in October
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve Day (if the administrator is scheduled to work the day before and/or after)
- Christmas Day (if the administrator is scheduled to work the day before and/or after)

Presidents' Day and Teachers' Convention Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as workdays, in which case the employee shall receive an extra day(s) of vacation in lieu thereof.

Section 3.1.3 - Vacation Days (Group A):

A. Fifty-two (52) week employees: (Prorated based on effective date and FTE.)

- First Year 11 Days
- After 1 Year 16 Days
- After 4 Years 20 Days
- After 6 years 21 Days
- After 7 Years 22 Days
- After 8 Years 23 Days
- After 9 Years 24 Days
- After 10 Years 25 Days
- After 15 Years 27 Days
- After 25 Years 30 Days

Administrators assigned to work less than fifty-two (52) weeks per year do not accrue and are not entitled to take vacation.

Section 3.1.4 - Vacation Days (Group B):

A. Fifty-two (52) week employees – Prorated based on effective date and FTE

- First Year 11 Days
- After 1 year 16 Days
- After 4 years 20 Days
- After 6 years 21 Days
- After 7 Years 22 Days
- After 8 Years 23 Days
- After 9 Years 24 Days
- After 10 Years 25 Days
- After 15 Years 27 Days
- After 25 Years 30 Days

B. Less than fifty-two (52) week employees – Prorated based on weeks of work and FTE – Same as above, just prorated by weeks of work and FTE.

Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined above except that vacation pay may be pro-rated in accordance with the number of weeks actually worked. Employees working in positions calling for a fifty-two (52) week work year and who are eligible for a two (2) week vacation may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. Request to accrue vacation in this regard must be made in writing prior to November 1 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

Section 3.2 - Summer School Administrative Positions: Summer school administrative positions may be granted to members of the bargaining unit and/or persons from outside the unit at the sole discretion of the School Board. Furthermore, the rate of compensation for such work shall also be established by the School Board at its sole discretion. The President of the DDWIAA Unit will be notified of any summer school openings so that members of this unit may apply.

Administrators working less than a fifty-two (52) week work year assuming summer school positions shall have the option, subject to concurrence of the Superintendent or his/her designee, of either adjusting their work year, if need be, in order to avoid overlapping or pyramiding of compensation or being paid at one's regular rate in lieu of summer school pay for any portion of overlapping employment.

Section 3.3 - Weeks Beyond Regular School Year (Group A): Weeks worked beyond the regular thirty-eight (38) week school year shall be distributed at the discretion of the Superintendent of Schools except that such weeks shall be contiguous to the regular school year. Nothing, however, prohibits an individual administrator and the Superintendent from agreeing to a different distribution of weeks than has been established for administrators in the unit.

Section 3.4 - Adjustment in Work Year (Group A): Administrators on less than a full year contract may, with the Superintendent's approval, adjust their contract year in order to allow for time off during the normal contract year.

An administrator shall receive pro-rata compensation or compensatory time (at the discretion of the Superintendent) for services performed which goes beyond his/her contract year provided the Superintendent gives written approval for such services to be performed before such services are initiated. All services which are related to the normal preparation of a department preceding a school year, including interviewing time, shall not be considered services for which any form of additional compensation is paid.

Section 3.5 - Advancement Through the Salary Schedule: Administrators covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year, effective August 1, of service in the School District, except that administrators who begin their service in a position within the unit after one-half of the work year for their position has passed will receive no increment the following year.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated administrative position within the unit in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of his/her contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

Section 3.6 - Placement on the Salary Schedule:

A. **(Group A)** - Determination of the class (pay level) for new administrative positions will be determined pursuant to the District's job evaluation methodology.

Placement on an appropriate step of the salary schedule for administrators selected from outside of the unit will be determined by agreement between the individual and the School District. The unit will be notified of the salary placement.

If an employee is placed in a different class of pay on the pay schedule, he/she will be initially placed at a negotiated pay step.

Placement on the salary schedule of positions subject to reclassification will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such position, such matters in dispute will be submitted to a classification committee consisting of three (3) members; the Director of Business Services or his/her designee, one (1) member from the bargaining unit (who do not participate on the unit's committee which governs such classification matters) and a third member mutually agreed upon by the above two (2) representatives. The classification committee decision shall be final and binding upon all parties.

- B. **(Group B)** - Placement on an appropriate step of the salary schedule for administrators selected from outside or inside the unit will be determined at the time of initial appointment by agreement between the individual and the School District.

Section 3.7 - Transfers:

- A. **(Group A)** - Should an involuntary transfer become necessary, the administrator and the Association shall be notified and be given reason in writing for such transfer by July 1 preceding the contract year in which the transfer will occur. In addition, a copy of the job description for the position into which the administrator will be transferred will accompany the notice to the administrator and the Association. No transfers will be made after June 1 unless the administrator under consideration for transfer agrees to transfer.

No loss of salary shall be suffered by an administrator as a result of a transfer. Demotions shall not be considered a transfer.

- B. **(Group B)** - Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer.

Section 3.8 - Salaries: The salaries of the administrators covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Section 3.9 - Lay-Off Policy for Group A Positions: In the event of financial needs or administrative reorganization it is necessary to discontinue certain administrative positions, the provisions of Minnesota Statute 122A.41 shall be utilized in determining the individuals to be laid off or demoted except that:

- A. In the absence of a specific licensure requirement from the state for a given position in the unit, the District may require that a person desiring to bump into that position must meet the minimum requirements as called for by the District when the position was last advertised. If the position has changed since it was advertised or the position is new, the person desiring to bump into it must meet the qualification requirements as established by the District in the new or revised job description on file for the position.
- B. An administrator, having been laid off, shall have re-employment rights for a period of four (4) school years following lay-off. Re-employment shall be in reverse order of lay-off provided, in all cases, the administrator meets the qualification requirements then existing for the position for which re-employment is sought.

If a position becomes available for a qualified administrator on lay-off, the School District shall mail notice of the availability of the position to qualified administrators on lay-off. Mailing shall be by certified mail sent to the address on file with the District. Administrators shall have ten (10) days from the date of mailing of such notice to file written acceptance of the re-employment. Failure to accept re-employment in writing within such ten (10) day period shall constitute waiver on the part of the administrator to any further rights of re-employment or reinstatement, and the administrator shall forfeit any future reinstatement or re-employment rights; provided, however, that an administrator who has been laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of his/her re-employment rights. If re-employment is offered, the administrator must return to employment with the District not later than the commencement of the next school year. An administrator who accepts an offer of re-employment to a part-time position pursuant to this paragraph and who is reduced from a full-time position to a part-time position involuntarily in lieu of layoff shall not relinquish his/her right to reinstatement into a full-time position based on his/her seniority and qualifications during the four (4) year period referred to herein.

An administrator, when placed on lay-off, shall file his/her name and address with the School District Human Resources Department and any notice of reinstatement or availability of position shall be mailed to that address. It shall be the responsibility of an administrator on lay-off to provide for forwarding of mail and to give notice of changes of address. Failure of a notice to reach an administrator shall not be the responsibility of the School District, if any notice has been mailed in accordance with this paragraph.

- C. Nothing contained in this Agreement shall be construed to waive or limit the power of the School Board to abolish, create or modify administrative/supervisory positions.

Section 3.10 - Lay-Off Policy for Group B Positions: In the event of declining enrollment or administrative reorganization it is necessary to discontinue certain positions, administrators shall be laid off in the inverse order in which they were employed by the School District in an administrative position. Period of service shall not be interrupted while an administrator is on an approved leave of absence.

An administrator in Group B laid off shall be entitled to bump into another Group B administrative position in the bargaining unit provided the administrator being displaced has a shorter period of service and provided the administrator desiring to bump into the position meets the minimum requirements for the position as established by the District either when the position was last advertised or, in the case of new or changed position, through the new or revised job description on file for the position.

An administrator on layoff shall have re-employment rights to an administrative position in Group B that becomes open if the administrator meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions through the new or revised job description on file for the position.

An administrator having been laid off shall have re-employment rights for a period of four (4) school years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the administrator is qualified for the administrative position for which re-employment is sought.

Nothing contained in this Agreement shall be construed to waive or limit the power of the School Board to abolish, create or modify administrative/supervisory positions.

Section 3.11 - Tort/Liability Protection: The School District agrees, subject to the provisions of state statute that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against the member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

ARTICLE IV

Leaves Of Absence

Section 4.1 - Leaves of Absence Without Pay:

A. Leaves of absence without pay shall be granted upon written application to the Human Resources Manager for the following reasons:

1. **Military:** Leaves of absence shall be granted to any administrator who shall be inducted for military duty any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes §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 contract year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager 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. **Group A - Study Leave:** Leaves of absence shall be granted, with the approval of the Superintendent, for a full time program of study related to the administrator's licensed field. Application for such leave is to be made by April 1 for the following contract year. Such a leave may be extended subject to the approval of the School Board through a second consecutive full contract year, provided application is made by April 1 for the following contract year. The number of such leaves shall be not more than two (2) employees in any one (1) contract year. To qualify for such leave, an employee must have five (5) years experience with the School District, and an employee cannot repeat such leave within a five (5) year period.

Group A & Group B - Leave of Absence Without Pay: At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

4. Medical leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his or 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.
 5. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.
 6. Family and 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 District, the employee shall be placed at the same position on the salary schedule 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, §192.261 are complied with
 2. Medical and parental 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
 4. Federal, foreign or military education programs
- C. Any administrator on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums quarterly in advance to the School District.

Section 4.2 - Group A - Personal Leave Day: Two (2) personal leave days will be granted each year to be used at the discretion of the administrator under the following guidelines:

1. A written request shall be submitted to an employee's supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the administrator will assume the responsibility in such an emergency of notifying the building principal or other immediate supervisor at the earliest possible time.
3. Deduction for personal leave shall be from accumulated sick leave.
4. An administrator may accumulate one (1) unused personal leave day; however, no more than one (1) unused personal leave day may be carried over from any one contract year to the next contract year.
5. Administrators who are entitled to the vacation benefit shall not be eligible for personal leave days.

Section 4.2.1 - Group B - Special Leave: One (1) day special business leave per year may be granted to each employee covered by this Agreement, if approved by the Human Resources Director. Application may be made following the use of such day only in the case of a special business emergency. Leaves denied may be deducted from earned vacation.

A special business leave day will be deducted from vacation time for those who have more than two (2) weeks vacation allowed. However, the Human Resources Director prior approval is not necessary for employees who have the leave deducted from vacation time.

Section 4.3: Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the District of the administrator on leave. This provision shall also apply to leaves with pay.

Section 4.4 - Leaves of Absence With Pay:

- A. **Military Leave.** Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave.** Administrators 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. **Yearly Allowance:** Sick leave shall be accumulated at the rate of ten (10) days for the thirty-eight (38) week school year plus additional days for those employees covered by this Agreement whose work year exceeds thirty-eight (38) weeks at the rate of one (1) additional day for each three and eight-tenths (3.8) additional weeks of work. Annual maximum shall be thirteen (13) days per year. **Cumulative Plan:** Unused sick leave shall accumulate to a maximum of two hundred thirty (230) days.
 - 2. 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.
 - 3. **Sick Leave Bank:** A committee consisting of two (2) administrators appointed by the Association and two (2) members appointed by the Superintendent, one (1) of whom shall be the Human Resources Manager who shall act as chairperson and the other an administrator not a part of the bargaining unit, shall adopt rules and regulations covering the sick leave bank which is to be administered by the Human Resources Manager. The rules and regulations shall provide for a means to assess members of the unit sick leave days to be put into the bank and means to maintain a minimum balance therefore. Eligible employees may use the sick leave bank following the exhaustion of yearly and accumulative sick leave credited to their personal account and prior to the date they would be eligible to receive benefits under the long-term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they would be eligible to receive benefits under the long-term disability program or any time thereafter for any illness or injury. The maximum number of days that may be withdrawn by any employee shall be one hundred eighty (180).
- D. **Death in Family Leave:**
 - 1. Full pay for absence not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the City of Duluth shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
 - 2. An employee 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 an employee, or their spouse, and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-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 an administrator is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
 - 2. The administrator will receive his/her regular contractual salary while on jury duty, with jury pay, less documented expenses, surrendered to the School District.

- F. **School-Related Injuries:** An administrator who is injured in the course of carrying out duties and responsibilities, as an employee of the School District 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 care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.
 2. **"Family"** shall constitute members of the immediate family of an employee, or their spouse, and for purposes of this regulation shall include parent, stepparent, sibling, , 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 of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

ARTICLE V

Insurance

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, and for group dental insurance as is paid by the District for such coverage for the teachers of the District.

Section 5.2 - Group A & B Long-Term Disability Insurance: The School District will pay the cost of a long-term disability (LTD) income protection 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. Each employee may at his/her option elect to have the payments added to taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

Section 5.3 - Group Term Life Insurance: Group term life insurance in the face amount of fifty thousand and no/100th dollars (\$50,000.00) will be provided for each employee in the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of 100 thousand (\$100,000) can be purchased in increments of \$10,000 and dependent life insurance will be made available at the employee's cost.

Section 5.4: In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, during the period of August 1, 2017, through July 31, 2020, inclusive, such benefits shall, on the same basis and in the same manner be increased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long-term disability insurance, liability insurance, retirement-severance (only as it pertains to the content of Section 8.2 and Section 8.5), legal, sabbatical leaves, physical exams, but shall not include life insurance, wages and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

ARTICLE VI

Travel

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

1. **In-District Travel.** For administrators authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. **Out-of-District Travel.** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy (#3136R). Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her designee. 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

Grievance Procedure & Arbitration

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

Section 7.1 – Definitions:

- 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 "***aggrieved employee***" is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication or misinterpretation of the terms of this Agreement.
- C. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday the next calendar day which is not a Saturday, Sunday or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

Section 7.2 - Representation Rights: 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 employee must be present at all meetings or hearings, except that the Association shall be his/her designated representative in binding arbitration. 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.

Section 7.3 - Procedure:

Step I: The aggrieved employee shall present his/her grievance in writing to the Human Resources Director within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Director and notify the aggrieved employee, his/her designated representative and the Association. A decision in writing by the Human Resources Director shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

Step II - In the event an appeal is filed from a decision at Step I or at the option of the Superintendent, the Superintendent or his/her designee shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at

Step I, and so notify the aggrieved employee, the Union, and on an appeal the Human Resources Director rendering the decision at Step I. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Human Resources Director rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing

Section 7.4 - Arbitration: The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Human Resources Director or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Human Resources Director. The Human Resources Director shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes §179A.21, Subd. 2. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties 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 the 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, 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.

Section 7.5 - Miscellaneous Provisions:

- A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Human Resources Director or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.
- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Human Resources Director or his/her designee 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.
- C. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final, except at the arbitration level, where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
- D. 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. In the case of an event, act or default which is of a continuing nature, the employee and 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.

- E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
- F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Human Resources Director or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Human Resources Director shall first authorize hearings at Step I during working hours.
- G. Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a postmark of the United States mail within the time period specified in this procedure.

ARTICLE VIII

Health Care Savings Plan (HCSP)

Section 8.1: To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service and have completed fifteen (15) years of service to the School District and is eligible to receive the Health Care Savings Plan (HCSP) benefits through the Minnesota State Retirement System (MSRS) in accordance with the following provisions.

Section 8.2: An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of continuous service to the School District.

Section 8.3: The number of unused current and accumulated sick leave days (up to a maximum of 210 days) plus the number of unused current and accumulated vacation days of an eligible employee shall be added to the number determined in paragraph 8.2 above.

Section 8.4: At the time the Teachers' Bargaining Union negotiates a 403(b) severance plan, the bargaining unit as a whole, has the option of reviewing and accepting the plan.

Section 8.5: Payment to the HCSP shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay shall be the basic daily rate, including longevity, at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including additional compensation for extra-curricular assignment, extended employment or other additional compensation.

Section 8.6: The number of unused days not used in the payment determined above shall be multiplied by the employee's daily rate of pay and the amount then discounted by 3.5%

The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.

Example of HCSP Calculation:

Total Credit Days (eligible days for HCSP):

Years of continuous service x 2.5

+ unused and accumulated sick leave days (up to a maximum of 210)

+ unused and accumulated vacation days

= Total Credit Days

Benefit payment for first 100 days:

Total Credit Days (up to a maximum of 100 days)

x daily rate of pay

= Benefit payment for First 100 Days.

Benefit Payment for Remaining Days:

_____	Total Credit days – minus first 100 days
	x daily rate of pay
	= Subtotal of Remaining Days
_____	- Subtotal of remaining days x discounted 3.5%
	= Benefit for Remaining Days

_____	Total Health Care Savings Plan Payment
	Benefit Payment for First 100 Days
	+ Benefit Payment for Remaining Days
_____	= Total Health Care Savings Plan Payment.

Participation in the District Health Plan. Retired employees will be allowed to continue to participate in the District health plans at their own expense pursuant to applicable State and Federal laws.

Section 8.7: Employees discharged for cause shall not be eligible for HCSP contributions.

Section 8.8: The employee must give written notice of retirement to the Human Resources Manager prior to April 1 if not returning for the following contract year, or three (3) months prior to retirement if retiring during the contract year, except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive HCSP contributions.

ARTICLE IX

Payroll Deductions

The District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the District has agreed to deduct for other employee groups.

The District shall deduct annual dues not to exceed two (2) installments.

ARTICLE X

Paydays

Section 10.1 - Paydays: All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. Except in contract years that dictate twenty-seven (27) payments.

Section 10.2 - Method of Payment: The School District may pay such employees in the bargaining unit, as it shall designate by depositing in such bank, as the employee shall designate the net salary or wages owing to such employee. Direct deposit will be mandatory.

Section 10.3: Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the School District and who begin work prior to the beginning of contract 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: An Administrator shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Historic Old Central High School building or the local school office relating to the individual administrator as provided by Minnesota Statutes, §122A, Subd. 15 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 an administrator shall be reviewed with the administrator by the immediate supervisor prior to filing. The administrator 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 administrator so evaluated shall be informed.

Section 11.4: Official grievances filed by any administrator under the grievance procedure shall not be placed in the personnel file of the administrator, nor shall such 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: An administrator 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 administrator'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 Duluth District-Wide Instructional Administrators' Association and the employees 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 an administrator covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an administrator required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Administrators, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial three (3) working days of a strike or work stoppage. Such leave time shall be made up beyond the administrator's regular contract year, (e.g. a 40 week administrator may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond his/her regular forty (40) week contract period.) Should additional time, as determined by the Superintendent be necessary which exceeds the administrator's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

ARTICLE XIII

Term Of Agreement


Section 13.1: This Agreement shall be effective except as otherwise provided herein, from August 1, 2020 to July 31, 2021, 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: Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2021, both parties shall present their intent to negotiate a new Agreement. The parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement at a mutually agreed meeting date.

Section 13.3: This Agreement shall be effective upon acceptance by the employees 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 15th day of June 2021

DULUTH DISTRICT-WIDE INSTRUCTIONAL
ADMINISTRATORS' ASSOCIATION

By: 

President

By: 

Negotiations Chairperson

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: 

Chair of the School Board

By: 

Clerk of the School

**APPENDIX A
WEEKLY SALARY SCHEDULE
2020-2021
EMPLOYEE GROUP A**

CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I - A	2020-2021	1683	1719	1754	1791	1828	1884
	Coordinator of Indian Education						48 Weeks
	Coordinator Office of Education Equity						48 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
II - A	2020-2021	1754	1792	1830	1872	1904	1966
	Coordinator of Adult Learning Center						46 Weeks
	Supervisor Head Start						42 Weeks
	District Community Education Coordinator						52 Weeks
	Supervisor of Assessment & Evaluation						52 Weeks
	Supervisor of Federal Programs						52 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
III - A	2020-2021	1819	1876	1896	1939	1977	2038
	Vocational Administrator						46 Weeks
	Supervisor of Early Childhood						42 Weeks

**APPENDIX A
WEEKLY SALARY SCHEDULE
2020-2021
EMPLOYEE GROUP B**

CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I - B	2020-2021	885	903	923	939	957	987
	Full Service Community School Coordinator						46 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
II - B	2020-2021	1030	1053	1073	1094	1119	1150
	Community Schools Coordinator						2017-18 48 Weeks 2018-19 46 Weeks 2019-20 46 Weeks
	Community School Building/Program Coordinator (This category includes person assigned to Latchkey and Special Needs Programs)						44 Weeks 50 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
III - B	2020-2021	1067	1092	1115	1139	1158	1195
	Community Schools Area Coordinator						50 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
IV - B	2020-2021	1257	1269	1291	1319	1345	1385
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
V - B	2020-2021	1321	1353	1379	1408	1434	1478
	Title I Program Evaluator						44 Weeks
CLASS	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
VI - B	2020-2021	1343	1371	1399	1427	1460	1500

Group A: The salary grid for years of experience is developed pursuant to an 89-91-93-95-97-100% ratio for all positions.

Group A & B: Longevity to be prorated based on effective date, weeks of work and FTE in the bargaining unit:

- After 7 years of service - \$635.00/yr
- After 15 years of service - \$735.00/yr
- After 20 years of service - \$835.00/yr
- After 25 years of service - \$935.00/yr

Meet and Confer – The District will meet and confer with the Union prior to increasing the number of weeks an employee works per year.

Meet and Confer – The District will meet and confer with the Union regarding the placement of certain Group A positions on the salary schedule.

