

Directors Agreement

Independent School District No. 318
820 NW 1st Avenue
Grand Rapids, Minnesota 55744

2021-22

2022-23

July 1, 2021 through June 30, 2023

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Article I Purpose of Agreement

This agreement between the Board of Education of School District No. 318 (hereafter referred to as School Board) and the Directors (Accountant, Activities Director, Assistant Technology Director, Community Education Director, Facilities Director, Food and Nutrition Director, Payroll Director, Technology Director, Transportation Director - hereafter called the employee) is for the purpose of defining salaries, fringe benefits, leaves and workdays for the duration of the Agreement.

Article II Basic Rate of Pay

The School Board and the employees agree that wages and salaries to be effected by this agreement are presented in the schedules in Appendix A and Appendix B.

Article III Group Insurance

SECTION 1. Health and Hospitalization Insurance: The school district's contribution for health and hospitalization insurance shall be:

Subd. 1 Single Coverage: The School District shall provide employees working eight-tenths or more with single health and hospitalization insurance coverage, under the School District's group plan, at the expense of the School District.

Subd. 2 Family Coverage: Beginning with the 1994-95 school year the School District shall provide employees working eight-tenths or more with family health and hospitalization insurance coverage, under the School District's group plan. The cost of family coverage will be split by the School District and the employee with the School District paying 90% and the employee 10%. In the event that the School District's 90% exceeds 100% of the previous year's premium, the School District will be responsible only for an amount equal to 100% of the previous year's premium with the employee responsible for the remainder.

Subd. 3. New Employees: New employees must make individual application for such insurance within 31 days of their employment by the District. Application for insurance after the 31-day period will be accepted during annual open enrollment or as listed under special enrollment period in our health insurance summary plan document.

Subd. 4. (GROUP I) Retired Employees (hired in ISD 318 prior to 11/1/05): Retired employees are eligible to participate in the school district's health and hospital insurance plan. Retirees who qualify for this program are eligible for the following benefits:

Retiree Defined: For purposes of this subdivision "Retiree" shall mean a Director who has severed employment with District 318 by submitting a retirement letter to the Board, filed a retirement letter with PERA and/or TRA, qualifies to receive an annuity from PERA and/or TRA, and who has either opted to receive the annuity or has deferred the annuity until a later date.

A. Beginning with the 1994-95 school year the School District shall provide retired employees who meet the qualifications listed in parts 1, 2 and 3, and 4 below, with single coverage at no expense to the retiree and with family coverage health and hospitalization insurance, under the School District's group plan. The cost of family coverage will be split by the School District and the employee with the School District paying 90% and the retiree 10%. In the event that the School District's 90% exceeds 100% of the previous year's premium, the School District will be responsible only for an amount equal to 100% of the previous year's premium with the retiree responsible for the remainder.

1. The employee must have served the district for a total of 10 years with an FTE of at least eight-tenths. Service to be included must be within a District unit that receives a District contribution toward retiree medical insurance
2. The retiree must be a member of the health and hospitalization plan immediately preceding retirement. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.
3. If the retiree is under age 55 upon retirement, the entire cost of the premium is the responsibility of the retiree until the retiree reaches age 55 at which time the contribution by the District will begin according to the amounts listed. If the retirement is due to medical reasons and the employee is under age 55 the district contribution will begin immediately according to the amounts listed.
4. If the retiree has at least 30 years of service in Minnesota retirement plan(s), and has at least 20 years of service in District 318 prior to retirement, the District contribution listed in Subd. 4. Part A will begin at the time of retirement.

Subd. 5. (Group II) Retired Employees (hired in ISD 318 after 11/1/05): Retired employees are eligible to participate in the school district's health and hospital insurance plan. Retirees who qualify for this program are eligible for the following benefits:

Retiree Defined: For purposes of this subdivision "Retiree" shall mean a Director who has severed employment with District 318 by submitting a retirement letter to the Board, filed a retirement letter with PERA and/or TRA, qualifies to receive an annuity from PERA and/or TRA, and who has either opted to receive the annuity or has deferred the annuity until a later date.

A. The School District shall provide retired employees who meet the qualifications listed in parts 1, 2, and 3 below, with single coverage at no expense to the retiree and with family coverage health and hospitalization insurance, under the School District's group plan. The cost of family coverage will be split by the School District and the employee with the School District paying 90% and the retiree 10%. In the event that the School District's 90% exceeds 100% of the previous year's premium, the School District will be responsible only for an amount equal to 100% of the previous year's premium with the retiree responsible for the remainder.

Contributions by the District for Directors hired after 11/1/05 will continue until the retiree reaches age 65, at which time the retiree will be responsible for paying the entire premium.

1. The employee must have served the district for a total of 10 years with an FTE of at least eight-tenths. Service to be included must be within a District unit that receives a District contribution toward retiree medical insurance.
2. The retiree must be a member of the health and hospitalization plan immediately preceding retirement. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.
3. If the retiree is under age 55 upon retirement, the entire cost of the premium is the responsibility of the retiree until the retiree reaches age 55 at which time the contribution by the District will begin according to the amounts listed. If the retirement is due to medical reasons and the employee is under age 55 the district contribution will begin immediately according to the amounts listed.

B. Health Care Savings Plan

Beginning July 1, 2007, newly hired Directors hired after 11/01/05 (Group II) will receive district contributions to a health care savings plan in the following manner:

The district will contribute \$1,000 annually (pro-rated based on 1.0 FTE) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the Director. This contribution will continue annually for the duration of active employment as an administrator in ISD #318.

Subd. 6. Terminated Employee: Employees whose services have been terminated are entitled to coverage as prescribed by law, if the terminated employee assumes full cost of the policy.

Subd. 7. After the death of an active or retired member, the surviving spouse and dependents, if any, will be allowed to remain in the group health plan until he/she dies. There will be no contribution made by the district for the surviving spouse and dependents. The surviving spouse and dependents, if any, must have been a member of the group medical insurance at the time of the member's death.

SECTION 2. Income Protection Insurance: An income protection plan is made available to all employees working eight-tenths or more. Acceptance of the plan is voluntary on the part of each employee. The premium for the income protection plan for all employees working eight-tenths or more shall be paid in full by the district. No additional compensation will be paid to those who choose not to accept the plan.

SECTION 3. Life Insurance: A life insurance plan is available to all employees working eight-tenths or more. The cost of the \$50,000 policy is to be paid by the school district. Additional insurance may be purchased by the employee. Life insurance amounts will follow the parameters set in the life insurance policy, i.e. Working past the age of 70 may see a reduction in the life insurance value.

Article IV Leaves of Absence

SECTION 1. Sick Leave:

Subd. 1. Sick leave covers all employees under this Agreement.

Subd. 2. Sick leave with pay is allowed for an employee's personal illness or illness in his immediate family, which is defined as spouse, child, mother, father, sister or brother, spouse's parent.

Spousal Leave: Up to ten (10) accrued sick days may be granted for leave to support the recovery of a spouse following childbirth. A doctor's note is needed. More days could be granted if there are extenuating circumstances, in which case another doctor's note may need to be provided

Maternity Leave: Accrued sick days may be utilized directly after the birth of a child for up to 12 weeks. A doctor's note indicating the expected due date is needed. If more sick days are needed because of complications or other extenuating circumstances, another doctor's note would be needed.

Example: From the day you give birth, you would count exactly 12 weeks from that day and you would be able to utilize sick days that you have available during that period of time.

Adoption Leave: Up to ten (10) accrued sick days may be granted for adoption. A letter indicating placement of the child in your home is needed by a doctor or adoption official. More days could be granted if there are extenuating circumstances, in which case another doctor's note may need to be provided.

Subd. 3. Sick leave is determined as follows: One day per calendar month.

Subd. 4. Sick leave shall accumulate without limitation. Sick leave available for the entire year shall be available on the effective date of the contract. Sick leave which has not been earned over the contractual period will be deducted from an employee's next pay period.

Subd. 5. Sick leave cannot be taken in lieu of any other leave

Subd. 6. In cases where an employee has excessive absenteeism, the Board of Education, at its expense, can demand an examination by a physician of its choice.

Subd. 7. Notification of accumulated sick leave days will be provided regularly to each employee by the Business Office.

SECTION 2. Emergency Leave: Emergency leave may be granted and shall be left to the discretion of the Superintendent's office. Prior notice to the date of absence is desired when possible.

SECTION 3. Leave Without Permission: Employees taking leave without permission will be considered to have violated their contract.

SECTION 4. Bereavement Leave:

Subd. 1. Bereavement leave is allowed for the employee's relatives as follows: spouse, child, spouse's child, brother, sister, mother, father, grandfather, grandmother, spouse's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Subd. 2. The amount of time for funeral leave is determined by the Superintendent's office according to each individual case depending upon the distance and related factors.

Subd. 3. Requests for funeral leave for other than those mentioned above will be considered on the merits of each individual case.

SECTION 5. Court Duty Leave:

Jury Duty: An employee serving on jury duty will be paid an amount which, together with stipend received for jury duty, will be equal to said employee's regular wage in accordance with State law.

Court Duty in relation to position with School District: An employee appearing in court under subpoena relating to their employment with the school district will be paid an amount which, together with salary received for witness fees, will be equal to said employee's regular wage.

Court Duty for non-district purpose: An employee, when subpoenaed as a witness, defendant, or plaintiff, shall be granted a day of emergency leave, if annual emergency day is available, without loss of pay. Time beyond available emergency leave will result in either the use of paid personal leave (if available) or an approved absence without pay.

Court Duty in relation to litigation between employee and the District: If the employee's absence is caused by litigation between the employee and the District, the absence will result in an approved absence without pay.

SECTION 6. School Business Leave:

Subd. 1. School business leave is when an employee, at his own request or at the request of the administration, is absent from his duties because of official school business.

Subd. 2. Generally, requests to be absent from work must be made in advance on approval forms provided by the Superintendent's office, one week prior to the date of absence.

Subd. 3. The school district shall reimburse the necessary traveling expenses according to the adopted schedule and no deductions of salary shall be made for time absent from duty.

SECTION 7. Sabbatical Leave:

Subd. 1. One year's sabbatical may be granted by the School Board to employees for the purpose of additional education and study.

Subd. 2. To be eligible for sabbatical leave, an employee must have been employed seven full years in Independent School District No. 318 and be less than fifty-five years of age.

Subd. 3. An employee may be granted one sabbatical leave while employed with Independent School District No. 318.

Subd. 4. Applications for sabbatical leave must be submitted to the Superintendent's office by March 31 for leaves beginning the following fall. Applicants will be notified by the Superintendent's office regarding the granting or rejection of leave by May 1.

Subd. 5. The allowance granted to an employee on sabbatical leave shall be based on one-half the contract salary of the individual for the term during which the leave occurs. It also includes one-half of all fringe benefits. For periods of less than one year, allowance shall be pro-rated. Salary payments will be received at regular pay periods.

Subd. 6. No more than one (1) employee may be on sabbatical leave in any fiscal year. If the number of requests exceeds the limitation, priority shall be given on the basis of the following criteria and in the following order: 1) working on advanced degree (evidence must be furnished substantiating the fact that a program of study has been planned leading toward an advanced degree and that the candidate has been or will be accepted by the school); 2) length of service in the district; 3) availability of a replacement.

Subd. 7. An employee who is granted a sabbatical leave must agree to return to the district for two full contractual years following termination of the leave unless the employee's service is discontinued because of being incapacitated, put on unrequested leave or by mutual agreement between the School Board and the employee. If the employee voluntarily resigns prior to the two contractual years in the district, he shall repay to the district the pro-rated part of the sabbatical allowance not yet repaid by services rendered.

Subd. 8. A year of sabbatical leave shall be counted as a year of experience on the salary schedule.

Subd. 9. Employees on leave may augment their sabbatical salary with aids, fellowships, scholarships or other stipend up to an amount that will not exceed the full amount of their basic salary.

Subd. 10. Full-time employment during the sabbatical voids the conditions of sabbatical leave, and all money received after the date of full-time employment becomes immediately repayable to the district.

Subd. 11. Part-time employment during the sabbatical must receive prior approval by the Superintendent.

SECTION 8. Leave of Absence:

Subd. 1. The granting of a leave of absence is based upon the nature of each individual request. Request for leaves of absence must be submitted to the Superintendent's office prior to March 31. Granting of leaves of absence may depend upon the purpose of the leave and the ability to fill the position vacated.

Subd. 2. Employees requesting a leave for study must agree to return to District No. 318 for one year following the leave period.

Subd. 3. To gain a year of experience on the salary schedule, an employee must have prior approval from the superintendent's office. The leave must be for approved study or work in his field.

Subd. 4. An employee on full time leave of absence shall not be eligible for fringe benefits at district expense during the leave period but may participate at his own expense.

Subd. 5. Prior to, during and upon returning from a leave of absence, the employee may request and receive information concerning his position in the district. An attempt will be made to place the employee in the same or similar position as determined by the Superintendent's office.

SECTION 9. Political Leave:

Subd. 1. A political leave will be without salary, fringe benefits or tenure qualifications.

Subd. 2. The leave may be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office.

Subd. 3. An employee employed one-third of a fiscal year will be allowed one year's experience on the salary schedule.

Subd. 4. An employee on political leave shall not be eligible for fringe benefits at district expense during the leave period but may participate at his own expense for one term of office.

SECTION 10. Military Leave: In compliance with state law.

SECTION 11. Child Care Leave:

Subd. 1. A childcare leave may be granted by the District subject to the provisions of this section. Child care leave without salary or fringe benefits may be granted because of the need to prepare for and provide parental care for a child or children of the employee for an extended period of time, providing such parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least 30 calendar days prior to the commencement of the leave.

Subd. 3. Once the actual child care leave has commenced, the employee may not make use of the sick leave provisions of this Agreement. An employee may utilize sick leave prior to the commencement of the child care leave due to disability occasioned by pregnancy if the employee submits a doctor's statement verifying said disability.

Subd. 4. The District shall not be required to permit the employee to return to employment prior to the agreed upon return date unless mutually agreed to be the District and the employee.

Subd. 5. Child care leaves, as described in this Section, may not exceed 12 months. Additional child care leaves may be granted by the Board.

Subd. 6. An employee returning from a child care leave will be placed in their former position with no loss of salary, fringe benefits, or seniority.

Subd. 7. Failure of the employee to return to employment upon the specified date of the leave shall constitute grounds for termination unless the District and employee mutually agree to an extension of the leave.

Subd. 8. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs. The right to participate in such group programs will terminate if the employee fails to return to work after the child care leave ends.

SECTION 12. Religious Leave: Any employee who observes a religious holiday on a day which does not fall on a Sunday or a legal holiday shall be entitled to a day off from his employment for such observance with prior approval from the Superintendent's office. The day off shall be taken without pay except where the employee has unused emergency leave, and in that case, that day shall be charged against his emergency leave.

SECTION 13. Vacation:

Subd. 1 Each employee shall earn vacation at the rate of 25 days per year prorated. Vacation will accrue monthly.

Subd. 2. All vacation days are to be approved in advance by the Superintendent or designee.

Subd. 3. Beginning July 1, 1998, employees using less than 25 days of vacation in any fiscal year may submit the difference between days used and 25 for pay at a per diem rate not to exceed 5 days or apply any or all unused days toward their total accumulated unused vacation not to exceed the amount listed in the table shown below. as posted on December 31st of any year. The five (5) day maximum payment or accumulation limits may be exceeded with the written approval of the Superintendent for unusual or emergency circumstances.

Directors Vacation Schedule

<u>If hired as a Director:</u>	<u>Earn</u>	<u>Maximum Carryover (12/31)</u>
7/1/2004 or later	25	25
1/1/1998 - 6/30/2004	25	40
7/1/1985 – 1/1/1998	25	80

Subd. 4. Any employee who leaves employment of the School District shall be paid for any unused vacation days on record.

SECTION 14. Holidays:

- A. Labor Day
- B. Christmas Eve Day
- C. Christmas Day
- D. Thanksgiving Day
- E. New Year's Day
- F. Martin Luther King Jr. Day when school is not in session
- G. Good Friday
- H. Fourth of July
- I. Memorial Day
- J. President's Holiday (when school is not in session) or a day in lieu thereof, to be determined by the Exclusive Representative and the Superintendent.
- K. The day after Thanksgiving (when school is not in session) or a day in lieu thereof, to be determined by the Exclusive Representative and the Superintendent.
- L. Easter Monday when school is not in session) or a day in lieu thereof, to be determined by the Exclusive Representative and the Superintendent.
- M. A floater day to be used between Christmas and New Year's.

Holidays falling on Saturday or Sunday will be observed on Friday or Monday as specified by Minnesota State Law, Statute 645.44.

Article V Deferred Compensation Plan

Deferred Compensation Plan

Eligibility:

- Employees may begin to contribute immediately upon hire. Employees will be eligible for matching contributions in July of the fiscal year in which the employee will have completed at least 2 years of service, which may include up to 2 years of professional experience earned outside of School District 318 as deemed appropriate by the Superintendent at the date of hire as a Director

Employee Contribution:

- The minimum contribution by the employee will be \$2,000 per fiscal year.

District Contribution:

- The District will match the first \$2,000 per fiscal year contributed by the employee.

Participation may begin at any date after eligibility.

The Deferred Compensation Plan is subject to the rules of Minnesota Deferred Compensation Plan under Sections 352.965 and 356.24. The District will pay its share of FICA and PERA if applicable, and as provided by the Minnesota Deferred Compensation Legislation.

Article VI Continuing Education

The School Board urges the employees to participate and attend professional conferences and meetings on the State and National level. Pre-approval for conferences, trainings, and non-required licensure fees should be submitted to the immediate supervisor for review.

Article VII Strikes or Work Stoppages

SECTION 1. In the event of a strike or work stoppage by other groups of District employees, employees will consider themselves on duty for the purpose of carrying out Board policy and insuring the safety of personnel and property and to continue in the regular daily operations as much as possible.

SECTION 2. In no event will the compensation for employees covered by this agreement be halted or suspended due to a strike or work stoppage of other District employees.

Article VIII Grievance Procedure

The same procedure shall be used as in the Principal's agreement.

Article IX Adjustments in Salary

Adjustments in pay; such as, a percentage increase, will be on base salary only. Career or education increment amounts may be negotiated separately.

The district is to assume the cost of scheduled salary, career and education increments. The District shall retain the savings of replaced Directors. Neither the savings realized in replacing Directors or scheduled increment costs will be considered negotiable items in the future.

Appendix A

	Step	2021-2022	2022-2023
Group 1	1	\$74,758	\$75,879
	2	\$79,156	\$80,343
	3	\$83,553	\$84,806
	4	\$87,951	\$89,270
	5	\$92,348	\$93,733
Group 2	1	\$66,149	\$67,141
	2	\$70,041	\$71,092
	3	\$73,932	\$75,041
	4	\$77,823	\$78,990
	5	\$81,714	\$82,940

A stipend of \$2,000 per full-time employee will be paid in 2021-2022. Part-time employees will receive an amount equal to their percentage of full-time.

Group 1 Directors include:	Group 2 Directors include:
Activities Director	Accountant
Community Education Director	Assistant Technology Director
Facilities Director	
Food and Nutrition Director	
Payroll Director	
Technology Director	
Transportation Director	

The above figures do not include fringe benefits, career increments, or education increments. Some directors work part time and their listed salaries shall be pro-rated accordingly.

Appendix B Career Increment

<u>2021-23</u>	
9 years	\$5,500
12 years	\$6,000
15 years	\$6,500
18 years	\$7,000
21 years	\$7,500

**anyone hired by the school district prior to July 1, 2017, will receive a career increment of \$3,500 for years 5 thru 8.

The full career increment amount listed will be paid in the fiscal year in which the employee reaches the listed years of service in ISD 318.

Education Increment:

An education increment of \$1,500 will be paid to each Director who holds a Baccalaureate Degree, and an additional \$1,000 will be paid to each Director with a Master's Degree. Payments for the listed degrees will be paid in the fiscal year following the year in which the employee receives the degree.

Licensure Increment:

A licensure increment of \$1,000 will be paid to each Director who holds a Director position requiring MN Department of Education licensure.

Career and Education Increments will in no way be a factor in future year negotiations.

Article X Pay Periods for School Term Employees

Directors will have their contract salaries divided into twenty-four (24) equal payments.

All salary and wage payments due to Directors will be done through direct deposit (electronic transfer) except for instances of written objection per M.S. 177.23, Subd. 4.

Article XI Discontinuance or Reduction in Position

If the School Board proposes to discontinue or reduce any position within this unit, official School Board action will take place and written notification will be provided to the affected employee. No discontinuance or reduction (of 1/3 or greater) of any position within this unit will take place without a minimum of 6 months' notice in writing following official Board action. Less than 6 months' notice is allowable down to a minimum of three months with a payment to the affected employee of one month's salary. Nothing in this Article is meant to restrict the District from restructuring, reducing, or eliminating a vacant position.

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

For the Directors:

Melanie DeBar
Domin C
[Signature]

Dated this 21st day of January, 20 22

For Independent School District 318:

Melissa Bu
Pat Melgare
David Tat

Dated this 18th day of January, 20 22.