

AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT 15
St. Francis, Minnesota**

And

**DISTRICT 15 DIRECTORS' ASSOCIATION
St. Francis, Minnesota**

Representing

The Directors of the School District

2019-2021

Approved by School Board on: February 24, 2020
Effective July 1, 2019 through June 30, 2021

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**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District 15, St. Francis, Minnesota (hereinafter referred to as the "District") and the District 15 Directors' Association (hereinafter referred to as the "Association") pursuant to and in compliance with Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as "PELRA") to provide the terms and conditions of employment for directors during the duration of this Agreement. The parties hereto shall have such rights, duties and obligations as provided by PELRA and by this Agreement.

Section 2. Effects of Laws, Rules and Regulations: This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the Directors of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Any statement in this Agreement found to be in violation of any valid rule, regulation or order of State and Federal agencies shall be considered null and void.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the District recognizes District 15 Directors' Association as the exclusive representative of Directors employed by the District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The Association shall represent all Directors of the District as defined in this Agreement and in said Act.

**ARTICLE III
DEFINITIONS**

Section 1. Director: The term Director shall include all employees of Independent School District 15, St. Francis, Minnesota, who are Directors, who devote more than 50 percent of their time to administrative and supervisory duties and who are employed more than 14 hours per week and more than 100 days per year.

Section 2. Terms and Conditions of Employment: Terms and conditions of employment mean the hours of employment and the compensation, which includes fringe benefits.

Section 3. School Board or School District: Any reference to School Board or School District in this Agreement shall mean the School Board or its designated officials.

Section 4. Superintendent: Any reference to Superintendent shall mean the Superintendent of Schools of Independent School District 15 or a designated representative.

Section 5. School Year Designation: The 2019-2020 school year shall be referred to as Year One and 2020-2021 school year shall be referred to as Year Two, for the purposes of this Agreement.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V DIRECTOR AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Director or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment as provided in official District job descriptions for Directors or circumvent the rights of the Association.

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

Section 3. Request for Dues Check Off: The Association shall be allowed dues check off for its members. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in six (6) equal installments, beginning with the first pay period in September.

Section 4. Indemnification:

Subd. 1. The Association shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Sections 1-3 of this Article.

Subd. 2. In the event that an action is brought or a claim is made against a director arising out of or in connection with his/her employment, and the Director is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

Section 5. Facilities: The Association may use School District facilities as a site for Association meetings provided that this does not interfere with the normal school operation.

Section 6. Association Time: Pursuant to M.S. 179A.07, Subd. 6, reasonable time off shall be afforded to elected officials and appointed representatives of the Association. The Association shall repay the District at the applicable daily rate for each person for each day's absence. Every effort shall be made by both parties to schedule negotiations sessions, grievance hearings, mediation, or arbitration at times other than those conflicting with the work day. In the event that it is agreed to by both parties or mandated by a third party that any of the aforementioned meetings be held during the regular working day, the Association shall reimburse the District in the amount paid to the director's substitute, if any.

**ARTICLE VI
DUTY YEAR**

Section 1. Work Year/Duty Days: The work year for each Director shall be twelve (12) months. In computing the value of a duty day for purposes of this Agreement, the total annual compensation shall be divided by 235.

Section 2. Scheduling of Duty Days: The specific duty days during the calendar period, July 1 through June 30, shall be established by individual Directors and the District. The District reserves the right to designate specific calendar days during the period, July 1 through June 30, as mandatory duty days.

Section 3. Holiday Observance: Each Director shall be granted fifteen (15) paid holidays during the period July 1 through June 30. Ten (10) days will be designated annually by the Board as authorized paid holidays for eligible employees. Five (5) days will be non-accruing, floating holidays to be taken at the employee's discretion with the approval of his/her supervisor.

Section 4. Vacation: Vacation shall be 25 days per year and is to be used by December 31 of the next fiscal year following the year in which it was earned.

Subd. 1: With the approval of the superintendent unused vacation time, under this

section may be converted to sick leave in cases of extenuating circumstances.

Subd. 2: A maximum of ten (10) days per year may be accumulated.

Subd. 3: Unused days in this section are subject to the provisions of Article IX, Section 4.

ARTICLE VII COMPENSATION

Section 1. Salary Schedule: The salaries reflected in Schedule A attached hereto, shall be part of the Agreement for the 2019-2020 and 2020-2021 school years. Directors will be paid an annual salary in accordance with their position and step placement on the Salary Schedule. Base will be calculated using 100% of Step 6 of the Directors' salary schedule.

Section 2. Status of Salary Schedule: The Salary Schedule contained in Appendix A shall not be considered part of a Director's individual contract. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a Director shall be compensated according to the previous year's compensation until such time as a successor agreement is executed.

Section 3. Additional Pay: The District reserves the right to compensate a Director beyond the rates as specified in Section 1 of this Article for providing extraordinary services for the District. Criteria for such additional pay may be established from time to time by the District and communicated to Directors at the beginning of each fiscal year.

Section 4. Pay Deduction: Whenever a pay deduction is made for a Director's absence, the annual salary divided by 235 shall be deducted for each day's absence.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District as provided by law.

Section 2. Health and Other Insurances:

Subd. 1. The District shall contribute the sum of \$1,208 per month toward a flexible benefit account effective July 1, 2019. The administrator must participate in District long term disability and life insurance coverage including \$100,000 in life insurance. The Director may opt to purchase additional insurance from the District carriers.

Section 3. Long Term Disability: The employee must participate in the District long term disability insurance, paying a maximum benefit of \$8000 per month or 66 2/3% of total annual salary, whichever is less, and will pay the entire premium.

Section 4. Health Care Savings Plan (HCSP): \$1,000 per year will be paid into the Director's Health Care Savings Plan (HCSP) on the first pay period of the fiscal year.

Subd. 1. The District will pay the monthly administrative fee charged by the carrier for active employees.

Subd. 2. The contribution for individuals not covered under an employer sponsored group medical plan will be applied to a post-employment account within the HCSP. Such post-employment account may be used only to reimburse eligible expenses incurred while the individual is not an employee of the District (i.e., after the individual's employment with the District has terminated). An individual who is enrolled in another employer's group medical plan must provide information to the District regarding that coverage as a condition of receiving contributions to a HCSP account that is not restricted to post-employment expenses.

Section 5. Claims Against the School District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution: A Director is eligible for District contribution as provided in this Article as long as the Director is employed by the District. Upon termination of employment, all District contribution shall cease except as required by law, or required by Article XI, Section 2.

Section 7. Eligibility: Benefits provided in this Article are designed for full-time personnel as described in Article III and shall not apply to part-time personnel.

ARTICLE IX PAID LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Directors shall earn sick leave with pay at the rate of 17 days per year.

Subd. 2. Unused sick leave days may accumulate to an unlimited level.

Subd. 3. Sick leave with pay shall be allowed whenever absence is found to have been due to the Director's own illness and/or injury which prevented the Director's attendance at work and performance of duties on that day or days or to attend to a family member who is ill.

Subd. 4. Sick leave pay shall be allowed only upon submission of the applicable District form which must be filled out, signed, and submitted to the District Office promptly upon return to work.

Subd. 5. The District may require a Director to furnish a medical certificate from a

qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Director will be so advised.

Subd. 6. A Director shall be entitled to up to three (3) days paid or twelve (12) weeks unpaid and accumulative leave per year, where the Director is required to attend to a seriously ill spouse, or parent. Leave shall be deducted from the Director's accumulated sick leave, if paid. Such leave may be extended at the discretion of the Superintendent.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave days earned by the Director.

Subd. 8. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability.

Section 2. Funeral Leave:

Subd. 1. Directors shall be granted funeral leave, the days to be deducted from sick leave, for deaths or funerals in the Director's family pursuant to the rules of this Section.

Subd. 2. Up to five (5) days shall be allowed if the death or funeral involves the Director's father, mother, sister, brother, husband, wife, son or daughter or the Director's spouse's father, mother, sister, brother, son or daughter.

Subd. 3. Up to three (3) days shall be allowed in the case of a funeral which requires the Director's attendance.

Subd. 4. The number of days allowed under this Section shall be within the discretion of the District. In the discretion of the Superintendent, funeral leave may be extended beyond the relationships enumerated herein if special circumstances are involved. Leave shall be deducted from the Director's accumulated sick leave.

Section 3. Personal Leave: Personal leave to attend to business that must be conducted during the Director's workday will be handled informally on an individual basis when requested. Requests shall be submitted to the Superintendent or designee.

Section 4. Surrender of Unused Days: On an annual basis, each director may surrender a combination of up to 15 days of unused sick leave, vacation, and floating holidays. In return for those days the individuals will receive their daily rate of pay times the number of surrendered days to be paid into an investment(s) of the employee's choice or direct payment from July 1 through July 15 of the following school year. At no time will payment of unused days exceed 15 days.

Section 5. Short Term Leave: Short term leave may be granted by the District without loss of pay or benefits to the Director, for civic activities, professional service, education workshops,

religious participation, or other activities as approved by the District. Such leave shall require prior approval of the Superintendent.

Section 6. Jury Service: A Director who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deducted or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District.

Section 7. Sabbatical Leave: One year or part of a year of sabbatical leave may be granted at the discretion of the District to Directors for the purpose of professional development.

Subd. 1. Not more than one (1) Director shall be on sabbatical leave at any given time.

Subd. 2. To be eligible for sabbatical leave, an individual must have been an employee seven (7) full years in District 15. The proposed program of study or travel must have the approval of the Superintendent.

Subd. 3. The recipient of a sabbatical leave for professional study is expected to carry a normal course load as determined by the college attended except, with the approval of the Superintendent, work on a thesis may be substituted by Ph.D. or Specialist candidates.

Subd. 4. The reimbursement for sabbatical leave shall be one-half of the Director's salary and fringe benefits for the year of leave. This reimbursement shall be paid on the condition that the Director returns to duty during the year immediately following the year of leave. If the Director does not return to duty the year after the sabbatical leave, the Director shall be personally obligated to refund all compensation received and insurance contributions made by the District during the sabbatical leave.

Subd. 5. Applications for such leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after March 1 of the year prior to the year for which the request is made.

Subd. 6. The following conditions shall apply to a Director on sabbatical leave:

A. Retirement: Deductions from salary shall be made for TRA/PERA and social security purposes. The salary on which the TRA/PERA Deduction is based is at the employee's discretion under the TRA/PERA rules. The social security deduction shall be based on actual salary paid.

B. Salary Schedule Movement: The sabbatical year counts as a year of service to the District. A Director on sabbatical leave shall be eligible for an experience increment for the year following the leave.

C. Insurance Coverage: All voluntary insurance programs shall continue to be provided as established by Article VIII.

Subd. 7. Prior to April 1 of the year of an approved sabbatical leave, Directors who have been granted a sabbatical leave shall inform the Superintendent in writing of their intentions for the duty year immediately succeeding the year of the sabbatical leave.

Subd. 8. Upon expiration of the sabbatical leave, the Director shall return to the position occupied prior to the leave.

Section 8. Salary Deductions: Directors absent without paid leave under these provisions during the contract year shall have their salary reduced according to the number of day(s) absent. See Article VI, Section 1.

Section 9. Workers' Compensation: For the employee who is absent from work as a result of a compensable injury:

Subd. 1. Up to three (3) days (including the day of the injury if employee leaves work) employees may use their sick leave to receive pay in full. A doctor note will be required for time off and any duty related restrictions.

Subd. 2. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.

Subd. 3. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical lost time.

ARTICLE X UNPAID LEAVES OF ABSENCE

Section 1. General Leave:

Subd. 1. Directors with a minimum of two (2) years of experience in the District may apply for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the discretion of the District.

Subd. 2. Such leave may be granted for overseas teaching, Peace Corps, Americorps National Teacher Corps, extended illness of the Director, extended illness of Director's family, civic activities, education, public office, or other reasons deemed appropriate by the District.

Section 2. Maternity Leave of Absence: An unpaid maternity leave of absence shall be granted Directors in accordance with applicable State and Federal laws.

Section 3. Child Care: Directors may request an unpaid child care leave of absence not to exceed 12 months. The granting of an unpaid child care leave shall be discretionary with the District, except as required by State and Federal laws.

Section 4. Conditions During an Unpaid Leave of Absence: Directors granted an unpaid leave of absence as established by Sections 1, 2, and 3 of this Article shall be subject to the following conditions:

Subd. 1. All benefits earned by a Director shall be "frozen" as of the date of the beginning of a leave of absence. Upon return to duty at the expiration of the leave of absence a Director's "frozen" benefits shall be reinstated.

Subd. 2. Directors may continue to participate in the group insurance programs established by Article VIII, by assuming the full cost of the monthly premiums.

Subd. 3. Directors returning from a leave of absence shall be offered a position similar to that held at the time the leave was granted.

ARTICLE XI RETIREMENT/SEVERANCE

Section 1. Eligibility: Full time Directors who retire with ten (10) years of service in the District and who qualify for retirement under the terms of TRA or PERA shall be eligible to receive severance, pursuant to the provisions of this Article, upon submission of a written resignation at least ninety (90) calendar days prior to his/her intended retirement date and accepted by the School Board.

Section 2. Insurance Option: A Director hired after July 1, 2019 is not eligible for this section. A Director who retires pursuant to this Article shall receive a onetime payment to the Director's Health Care Savings Plan (HCSP) of \$30,000 and be eligible to continue participation in the District group medical/hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her retirement. It is the responsibility of such a Director to make arrangements with the District business office to pay the District the monthly premium amounts in advance and on such date as determined by the District. Such participation and corresponding premium is subject to insurance carrier contract currently in effect.

Section 3. Benefit In Case of Death of Employee: If a Director dies before all or a portion of the payments as provided in this Article have been disbursed, that balance due shall be paid to a named beneficiary, or, lacking same, to the deceased's estate.

Section 4. Career Service Recognition Payment: A Director with ten (10) years of service in the District, giving three (3) months notice of retirement or one (1) month notice of severance, shall receive a \$1,000 Career Service Payment for each year of service in the District to the Director's Health Care Saving Plan (HCSP), no later than sixty (60) days following severance.

Section 5. Sick Leave Pay-Out: In addition to the benefits provided in Section 2 and Section 4 of this Article, a director who qualifies for retirement under the terms of TRA or PERA shall be eligible to receive as severance pay upon his/her retirement the amount obtained by

multiplying 50% of his/her unused number of sick leave hours times the director's hourly rate of pay. One-half of that amount shall be paid to a District-approved Special Pay Deferral Plan or 403(b) account designated by the director, no later than sixty (60) days following retirement. The other one-half of that amount shall be paid as direct salary payment to the director no later than sixty (60) days following retirement.

Section 6 – Sick Leave, Vacation, Floating Holiday Pro-ration: Effective July 1, 2018, an employee qualifying for retirement and retiring prior to June 30th in a fiscal year shall have accrued sick leave, vacation and floating holiday pro-rated. The fiscal year is defined as July 1st through June 30th

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance means a dispute or disagreement as to the interpretation or application of terms and conditions of employment contained in this Agreement.

Section 2. Representative: The Director, group of Directors, or the School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Reference to days regarding time periods in this procedure shall refer to the days Monday through Friday unless they are designated as holidays per Board resolution.

Subd. 2. In computing any period of time prescribed herein, the date of the act or event for which the designated period of time begins to run shall not be included. The last day of the period shall be counted.

Subd. 3. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail Service within the time period.

Subd. 4. Time limits specified in this Agreement may be extended by written agreement between the parties.

Section 4. Time Limitation and Waiver:

Subd. 1. Failure to file a grievance or failure to appeal a grievance from one level to another within the times specified shall be deemed a waiver thereof.

Subd. 2. Failure of the Board or its representatives to issue a decision within the time periods provided shall constitute a denial of the grievance and the Director may appeal it to the next level.

Section 5. Adjustment of Grievance: In the event that a Director believes there is a basis for a grievance, it shall be resolved in the following manner: The Director shall discuss the alleged grievance with the Superintendent. If this informal discussion does not resolve the grievance, the Director may invoke the formal grievance procedure by filing a written statement to the Superintendent setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought. The filing of this statement shall be completed within twenty (20) days of the occurrence of the grievance. The Superintendent or designee shall give a written decision within ten (10) days of his/her receipt of the written grievance.

Section 6. School District Review: The District reserves the right to review any decision issued under this procedure provided the District or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the District reviews a grievance under this Section, the District reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: In the event that the Director and the District are unable to resolve any grievance, the grievance may be submitted to binding arbitration as defined herein:

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision.

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

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Public Employee Relations Board (hereinafter referred to as "PERB") to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4 provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the PERB within the time period provided herein shall constitute a waiver of this grievance.

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

Subd. 5. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of

arbitration decisions as provided for in PELRA.

Subd. 6. Each party shall bear its own expense in connection with arbitration including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case to arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the Director filing the grievance. Grievance cases shall be as confidential as possible.

Subd. 8. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Subd. 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided for in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII MISCELLANEOUS

Section 1. Expenses: Job related expenses, incurred on District business will be reimbursed as approved by the Superintendent, with automobile mileage reimbursed at the rate set annually by the School Board.

Section 2. Professional Dues: The District will pay state and national dues for Directors provided the Director joins the organization during the term of this Agreement and the membership is approved by the Superintendent.

Section 3. Deferred Compensation: Employees participating in the District approved Deferred Compensation Plan shall be eligible for a matching District contribution of .6 of the eligible amount pursuant to Minn. Stat. § 356.24, Sub. 1(5). Contributions may be by payroll deduction or through surrender of days in Article IX, Section 4.

For purposes of this application in this agreement, the term District approved deferred compensation plan shall mean any District approved 457 Plan and/or District approved 403 (b) Plan.

Section 4. Telephone: Directors are required to maintain a cellular telephone for school-related calls and business. The Director shall receive a stipend of \$1,300 per school year toward the director's cellular telephone and service to be paid on the first pay day of each fiscal year. The reimbursements are subject to all applicable IRS rules and regulations.

Section 5. Retroactivity: Except as otherwise provided herein, all provisions of this Agreement, including the salary schedule and benefits, shall be effective July 1, 2019. Any increase in benefits under this Agreement over the previous year shall not apply to any director whose employment with the District was terminated prior to execution of this Master Agreement.

ARTICLE XIV PUBLIC OBLIGATION

Section 1. Rights of Students and Residents: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. No-Strike Agreement: The Association agrees, therefore, that during the term of this Contract, neither the Association nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2021 and thereafter pursuant to PELRA. If the Association desires to modify or amend this Agreement commencing on July 1, 2021 it shall make every effort to give written notice of such intent no later than May 1, 2021 including complete language and detail of proposed changes. Unless

otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

DISTRICT 15 DIRECTORS' ASSOCIATION INDEPENDENT SCHOOL DISTRICT 15

Director's Representative

School Board Chair

Director's Representative

School Board Clerk

Dated

Dated

APPENDIX A

2019-2020 SALARY SCHEDULE*

DIRECTORS STEPS	Business Services	Special Services	Human Resources	Curriculum and Instruction	Community Education and Services
Step 6(Base)	\$131,607	\$128,479	\$128,479	\$128,479	\$127,127
Step 5	\$129,153	\$127,207	\$127,207	\$127,207	\$125,855
Step 4	\$127,893	\$125,936	\$125,936	\$125,936	\$124,583
Step 3	\$126,632	\$124,665	\$124,665	\$124,665	\$123,313
Step 2	\$125,372	\$123,394	\$123,394	\$123,394	\$122,041
Step 1	\$124,113	\$122,123	\$122,123	\$122,123	\$120,770

- For 2019-2020 step movement will take place.

2020-2021 SALARY SCHEDULE*

DIRECTORS STEPS	Business Services	Special Services	Human Resources	Curriculum and Instruction	Community Education and Services
Step 6(Base)	\$132,844	\$129,687	\$129,687	\$129,687	\$128,322
Step 5	\$130,367	\$128,403	\$128,403	\$128,403	\$127,038
Step 4	\$129,095	\$127,120	\$127,120	\$127,120	\$125,754
Step 3	\$127,822	\$125,837	\$125,837	\$125,837	\$124,472
Step 2	\$126,551	\$124,554	\$124,554	\$124,554	\$123,188
Step 1	\$125,279	\$123,271	\$123,271	\$123,271	\$121,905

- For 2020-2021 step movement will take place.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

ISD 15, St. Francis and the Directors recognize the increased workload occurring during construction or remodeling of facilities. Directors participate in many daily details and decision-making, in addition to the routine responsibilities that are assigned.

In any future and current building projects, the District and Directors agree to enter into conversations regarding the workload, compensation, and consider alternatives that may be appropriate.

This statement does not bind the District or the Directors to any specific contract modifications, but is designed to encourage open communication regarding workload.

MEMORANDUM OF UNDERSTANDING REOPENING FOR AFFORDABLE CARE ACT CLARIFICATION

In the interest of both parties, with the uncertainty of the Federal Affordable Care Act (ACA) which may result in the assessment of penalties, fees, or fines against the School District due to this agreement, the parties agree to reopen negotiations for benefits of Health Insurance, VEBA, HCSA and any other benefit in this agreement affected by the ACA final determinations. This may result in a new agreement for those categories only affected by the ACA.