

MASTER AGREEMENT

July 1, 2021 – June 30, 2023

**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA**

and

**DISTRICTWIDE ADMINISTRATORS
ASSOCIATION**

ARTICLE I - GENERAL INFORMATION

Section 1. RECOGNITION

This agreement between Independent School District 191 and ISD 191 Districtwide Administrators Association covers the year July 1, 2021 – June 30, 2023. In the event that a new agreement has not been mutually adopted by July 1, 2021, this agreement will remain in effect; individual salaries for 2023-2024 will remain at the 2022-2023 amounts until a new agreement is reached, and the new agreement will determine salaries for 2023-2024.

The ISD 191 Districtwide Administrators Association is recognized as the exclusive representative of this unit. Duly authorized representatives of the Association are permitted to conduct Association business on school property during regular business hours with notification of supervisor so long as it does not interfere with normal District operations.

Section 2. INITIAL PLACEMENT

In the event of a change in personnel, initial salary schedule placement determination is the responsibility of the Superintendent of Schools or designate. Prior to making the determination, the Superintendent or designate shall consult with the supervisor of the position to determine the initial salary step. Experience, training, past performance and other factors may be considered in initial placement.

Section 3. PROBATIONARY PERIOD

All Districtwide Administrators selected to work in a position for which an educational license is not required shall serve a one-year probationary period. A Districtwide Administrator selected to work in a position for which an educational license is required will serve a probationary period consistent with MN. Statute 122A.40. A Districtwide Administrator can be released or removed during probation, provided his/her performance has been reviewed three times. Districtwide Administrators will move on step on July 1 provided they have started in the position by January 1st of the current year.

Section 4. SALARY INCREASES

A salary increase under this contract shall be conditional, based upon a year of satisfactory service to the District.

An Administrator shall be deemed to have had a year of satisfactory service unless the Administrator has been notified to the contrary in writing by January 15th of that year, and prior to March 15 the Administrator has had the opportunity to have consulted and worked with the Administrator's immediate supervisor in raising the level of job performance.

After the procedures set forth in the preceding paragraph have been followed, and assuming dismissal proceedings have not been instituted, an Administrator who has had a year of unsatisfactory service will not be granted a salary increase.

Section 5. PERSONNEL FILES

An Administrator shall have access to his or her own personnel file. The Administrator may copy material in the file at the Administrator's own expense. Administrators shall have the opportunity to read and sign all formal personal performance evaluations before they are entered in the personnel file. An Administrator may attach a signed explanation, rebuttal or amplification to any material entered in the Administrator's personnel file.

Section 6. POSITION ELIMINATION

For employees hired into the unit prior to October 1, 2012, if an Administrator leaves the District because of a discontinued position, they shall receive seven (7) days pay at the current rate for each year of service in the District to a maximum of 130 days pay.

ARTICLE II - CALENDAR

Section 1. BASIC WORK YEAR

The normal work year for Administrators is 12 months. When the work year is less than 12 months or less than eight hours per day, leave benefits will be prorated.

When applicable, prorated salaries shall be computed by dividing the annual salary by the number of days in the work year; i.e., 261 days for full time 12 month employees.

If an Administrator is dismissed from work or told not to report by order of the Superintendent because of an emergency situation, a full day's wages shall be paid.

Section 2. VACATION

A. Each full-time administrator shall have twenty-eight vacation days.

B. All vacation time must be taken within 24 months of the start of the fiscal year in which it is received or be forfeited.

C. Effective July 1, 2018, up to five (5) days of vacation carried over from the previous fiscal year will be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The value of each day shall be 1/261 of the annual salary of the previous fiscal year if the employee is a 12-month employee.

D. An Administrator who terminates employment during a fiscal year is entitled to vacation benefits earned during that fiscal year. The Administrator may elect to take the earned vacation days before the date of termination or to accept a lump sum payment at the current rate for unused days. An Administrator who uses unearned vacation must reimburse the District at the time of termination.

Section 3. HOLIDAYS

Administrators will have ten holidays each year: Independence Day, Labor Day, Thanksgiving Day and the day following, New Years Eve Day, New Years Day, Memorial Day, and three (3) floating holidays. Each administrator subject to the approval of their immediate supervisor shall schedule the additional floating holidays.

ARTICLE III - ABSENCES

Section 1. PERSONAL ILLNESS ABSENCE

Administrators will be granted twelve (12) days annual personal illness absence at the beginning of each contract year. Unused days may accumulate to 180 days.

If an Administrator is absent for more than 30 consecutive working days, income protection insurance will take effect according to the terms of the existing LTD insurance policy. Any excess days will be available upon return.

Doctor and dental appointments may be considered as personal illness absence.

Upon terminations of employment, the District will be reimbursed for personal illness absences taken but not earned.

Section 2. CONDITIONAL USE FAMILY ILLNESS AND BEREAVEMENT ABSENCE

District-wide Administrators will have (10) days of conditional use, paid time off days. These days will not accrue. These days are to be used exclusively for the purpose of family illness and/or bereavement. Family is defined as parent or former guardian, spouse, siblings, parent of spouse, child, or dependent living in the immediate household and those who dwell under the same roof and comprise a family or domestic establishment.

In the event a second death occurs in a fiscal year, the Executive Director of Human Resources can grant additional, reasonable time off.

Section 3. SICK OR INJURED CHILD CARE LEAVE (§ 181.9413)

Administrators who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use personal illness benefits for the employee's own illness. This section applies only to personal illness benefits payable to the employee from the employer's general assets.

A "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Section 4. PERSONAL BUSINESS ABSENCE

Administrators will receive two (2) days each contract year for personal business activities that cannot be handled outside the normal work day. These days may not accumulate beyond the year in which they are received.

Section 5. PROFESSIONAL ABSENCE

Administrators may be allowed to attend professional meetings and other activities of a professional nature with full pay. Advance authorization must be obtained.

Section 6. RELIGIOUS ABSENCE

Administrators may use two (2) days of sick absence or personal absence per year as religious absence for religious observance of a sacred holiday when such observance cannot take place outside the normal work day. The employee must obtain permission from their supervising administrator to take Religious leave on a given day.

Section 7. JURY DUTY

Administrators will receive their regular pay from the District while on Jury Duty. Any money paid to the Administrator for Jury Duty service will be turned over to the District. Any money paid to the Administrator for travel expense will be retained by the Administrator.

Section 8. EMERGENCY CLOSINGS

In the event the Superintendent closes schools for a snow day or another emergency, Districtwide Administrators can take a vacation day or personal day.

Section 9. Sick Leave Credit. If an employee has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The value of each day shall be 1/261 of the annual salary of the previous fiscal year if the employee is a 12-month employee.

ARTICLE IV - LEAVES

Section 1. PROFESSIONAL ACTIVITY LEAVE

A professional activity leave to pursue a prescribed course of study may be granted for a period of up to one year at the sole discretion of the School Board. Applications shall include a description of the benefit to the District.

A committee of one Board member, the Superintendent of Schools and one Administrator named by the Association shall interview applicants within 30 days of the deadline date and make a recommendation to the Board of Education within 30 days of the conclusion of the interview.

Applicants awarded such leave shall be compensated at 70 percent of the current salary computed on the number of working days involved.

To be eligible for such leave, an Administrator must have been an Administrator in the District's employ for at least five (5) years. Administrators granted such leave shall pledge themselves to two (2) years, or prorated for leaves of less than one (1) year, service in the District following termination of the leave or pay back a prorated portion of the monies paid while on leave if early release is requested. This item is not subject to the grievance procedure.

Section 2. GENERAL LEAVE

A leave may be granted for up to two (2) years without pay or fringe benefits upon recommendation of the Superintendent and approval of the Board. Insurance may be continued subject to the rules of COBRA and at the expense of the employee.

At the time a leave is granted, a date will be established for tentative return to the position in the District insofar as is possible. Upon return, the employee shall have all benefits applicable to this agreement reinstated subject to completion of enrollment forms.

This item is not subject to the grievance procedure.

Section 3. MATERNITY / PATERNITY LEAVE

Maternity / Paternity disability absence shall be treated as any other temporary disability.

Section 4. PARENTAL LEAVE

An unpaid parental leave of up to a maximum of one (1) year shall be available to Administrators for the purpose of caring for a child for which the Administrator has legal responsibility. The request for parental leave shall include an estimated commencement date and return date. The estimated commencement date shall be following the physician's estimated date of cessation of disability. For an adoption, the commencement date

shall be immediately following when the child is turned over to the parent. Insurance benefits may be continued at the employee's expense per COBRA.

ARTICLE V - MATCHING CONTRIBUTION & SEVERANCE PAY

Section 1. MATCHING CONTRIBUTION

Effective July 1, 2019, the District will match up to \$2,750 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$3,500 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

Effective July 1, 2022, the District will match up to \$3,250 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$4,000 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

ARTICLE VI - CONTINUATION OF BENEFITS

Section 1. TERMINATION

Upon termination of employment, all District contributions shall cease. An employee may continue to participate in health and accident group plans pursuant to law and/or carrier conversion provisions, if any.

Section 2. LEAVES OF ABSENCE

An employee on a District approved unpaid leave of absence shall be permitted to participate in group insurance programs, to the extent permitted by the carrier, but shall pay all premiums during the term of the leave.

Section 3. DISABLED EMPLOYEE

An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier, and the District shall make normal contractual contributions for health and accident insurance for the period of three years from the time he/she qualifies for LTD benefits. When a districtwide administrator becomes eligible for long-term disability benefits (31st day of disability), vacation, personal days, sick leave, bereavement, and family illness leave shall be pro-rated based upon time worked.

Section 4. DEATH OF AN EMPLOYEE

The family of a deceased employee may continue to participate in the group health and hospitalization insurance plan for up to 36 months following the death of the employee by paying the total cost of the premium.

Section 5. EARLY RETIREMENT

An Administrator who has reached age 55 and who has at least ten (10) years of continuous service in the District shall be eligible to continue participation in the District group medical/hospitalization insurance plan. Group determination will be as per MN Statute 471.61. The administrator will pay the premium.

ARTICLE VII - INSURANCE BENEFITS

Section 1. HEALTH AND ACCIDENT COVERAGE

For all Districtwide Administrators who have a full-time assignment, who are employed by the District, who qualify and are enrolled in the District base plan, the District contribution for individual or dependent coverage shall be as follows:

- A. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- B. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 83% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- C. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- D. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

Section 2. LIFE INSURANCE

The District shall pay for \$50,000 term life insurance for all Administrators who enroll in the term life program. Effective January 1, 2009, pursuant to the terms of the policy purchased by the District, all Districtwide Administrators shall pay for an additional \$200,000 of life insurance via pay roll deduction.

Section 3. LONG TERM DISABILITY INSURANCE

Administrators shall be covered by the District policy in effect for Long Term Disability insurance. The conditions of the carrier shall be controlling.

At the Administrator's request, and upon qualifying for Long Term Disability payments, the District will pay to Administrators who have accumulated over 30 days of personal illness leave the remaining fraction of regular income with 1/3 day subtracted from the total number of remaining personal illness leave days. This supplement will continue until remaining personal illness leave is exhausted or until the employee has been disabled for six (6) months.

For purposes of qualifying for retirement benefits after a disability absence of six (6) months, the eligible Administrator will be returned to personal illness until such leave is exhausted. Accumulated personal illness leave must be exhausted before the employee may reapply for LTD benefits.

Section 4. DENTAL INSURANCE

For each Administrator, the District shall contribute the total cost of the premium for individual and dependent coverage as set forth under the policy in effect in the District.

Section 5. LIABILITY INSURANCE

The District will provide liability insurance coverage for each Administrator.

ARTICLE VIII - MISCELLANEOUS BENEFITS

Section 1. MILEAGE AND EXPENSE

EXPENSES: The District will reimburse Administrators for mileage and expenses of job related activities pursuant to School Board Policy upon submission of proper forms.

Section 2. TAX SHELTERED ANNUITY AND DEFERRED COMPENSATION PLANS

Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Administrators. Regulations and procedures are available in the Human Resources Office. The District's 403(b) Committee, comprised of members from every bargaining unit will review board policy and regulations annually for compliance with State and Federal laws.

The Districtwide Administrators shall appoint a member to represent the unit on the District's 403(b) Committee. The committee recommended the following 403(b) vendors; Fidelity, Fidelity via Educators Financial Services (E.S.I.), AXA (Equitable) and Lincoln Financial Services. All bargaining units approved the plans in November, 2008 for implementation January 1, 2009.

All deposits including employee elections and employer matches will be deposited into one of the above plans. Any employee hired after January 1, 2009 who elects to defer compensation in to a 403(b) account will be automatically enrolled in Fidelity unless they affirmatively opt out and select one of the other approved vendors.

The District will institute a standing 403(b) Committee comprised of representatives from each bargaining unit with representation determined by the size of each group.

Section 3. FLEXIBLE BENEFIT PLAN

The School District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

Section 4. PROFESSIONAL MEMBERSHIPS

The District will fund memberships in not more than two state organizations and not more than one national organization for each Administrator. All such memberships must be consistent with the Administrator's assignment and subject to advance approval of the immediate supervisor. Exceptions may be granted by the Superintendent.

Section 5. TUITION REIMBURSEMENT

Sub 1. For individuals hired prior to July 1, 2010, the District will reimburse tuition costs to Administrators for approved course-work that is of benefit to the District. Advance approval and

verification of satisfactory completion are required. Reimbursement will not be paid to Administrators on leave.

Subd 2. Employees hired after July 1, 2010 are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources.

Subd 3. Effective July 1, 2012, employees who have earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year above the salary schedule, if the Board determines that the doctorate relates to the employee's position with the District.

Section 6. PROFESSIONAL DEVELOPMENT

The District supports continuous improvement and development of all personnel. Administrators are encouraged to attend professional meetings and other activities of a professional nature. The District will pay expenses associated with authorized professional meetings and activities. The event must be germane to the administrator's assignment. The administrator's immediate supervisor must approve the activity.

Section 7. EXCEPTIONAL SERVICE PAY

Subd. 1. When Districtwide Administrators teach courses through the District Staff Development Department or Community Education, they will be compensated at the rate normally used to compensate other professional instructors.

Subd. 2. When Districtwide Administrators render special services that both the Association and the District deem well beyond the scope of their normal job description, Association leaders and District administration shall meet and confer on terms and conditions for the special service performed.

Section 8. INDEMNIFICATION

Subject to the limitations on liability set forth in the Minnesota Statutes, the District shall defend and indemnify Administrators for damages, including punitive damages, claimed or levied against the Administrator, provided that the Administrator: (1) was acting in the performance of the duties of the position, and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith. Indemnification of Administrators provided under this section shall be modified in accordance with any amendments to Section 466.07 of the Minnesota Statutes.

Section 9. JOB EVALUATIONS

A Districtwide Administrator shall have the right to request a position re-evaluation if he or she feels that their duties and responsibilities have changed significantly over time. The Director of Human Resources shall share the results with the Administrator via a summary conference.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1.

A claim by an Administrator that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. LEVEL I

In the event that an Administrator or the Association believes there is a basis for a grievance, the Administrator shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. A District representative shall meet with the grievant within ten (10) working days of the receipt of the grievance and render a written decision within five (5) working days of the meeting. A copy of the decision will be placed in the grievant's personnel file.

Section 3. LEVEL II

In the event the grievant or the Association is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Superintendent of Schools within five (5) working days after the decision at Level I has been rendered and disseminated. Within ten (10) working days upon receipt of the appeal, the Superintendent of Schools shall meet with the grievant. The Superintendent of Schools shall respond, in writing, within fifteen (15) working days of the meeting.

Section 4. LEVEL III

If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent of Schools, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after the decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. The arbitrator shall have no power to alter, add or subtract from the expressed terms of the contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5.

The grievant may have an Association representative either join or represent the grievant at any level and at the grievant's discretion.

Section 6.

If a grievance is not responded to at Levels I and /or II within the time limits and the limits have not been mutually waived, the alleged grievance is viewed to have been denied and the grievant has the right to move to the next level.

Section 7.

If the grievance is not presented or transmitted by the grievant within the time limits set forth above, it shall be considered dropped. The time limit in each step may be extended by mutual written agreement of the parties.

Section 8.

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 9.

No reprisals of any kind will be taken by the Board or the School Administration against any Administrator because of participation in this grievance procedure.

Section 10.

The Superintendent of Schools may appoint a designee to act in the Superintendent's behalf at Level II.

LONGEVITY

Effective July 1, 2014, after 5 years of District service, District-wide Administrators are eligible for a \$250 stipend; after ten years of District service, District-wide Administrators are eligible for a \$500 stipend; after fifteen (15) years of District service, District-wide Administrators are eligible for a \$1,000 stipend; after twenty years, a \$2,000 stipend.

Effective July 1, 2022, after 5 years of service as a District-wide Administrator, employees are eligible for a \$1,000 stipend; after ten years of service as a District-wide Administrator, employees are eligible for a \$2,500 stipend.

**ARTICLE X
DURATION**

Section 1. Terms and Reopening Negotiations: This contract shall be effective as of July 1, 2019, and shall continue in effect through June 30, 2021, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the District-wide Administrators Association. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. 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 thereof under different circumstances.

Section 4. Amendment: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this Agreement.

ARTICLE XI

WITNESS WHEREOF, the parties have executed this agreement as follows:

FOR DISTRICTWIDE ADMINISTRATORS

FOR INDEPENDENT SCHOOL DISTRICT 191

Chief Negotiator

Board Chair

Union Representative

Board Clerk

Chief Negotiator

Date

**Salary Schedule
July 1, 2021– June 30, 2023**

Level	Position	2021-2022	2022-2023
	Director of School Improvement and Student Achievement (CIA)		
	Director of Individualized Student Services (SPED)		
Step 1		\$ 141,200	\$ 144,000
Step 2		\$ 144,850	\$ 147,750
	Director of Operations, Properties, and Transportation		
	Director of Community Education		
	Director of Strategic Partnerships and Pathways		
Step 1		\$ 132,800	\$ 135,450
Step 2		\$ 136,150	\$ 138,850
	Director of Activities and Athletics		
Step 1		\$ 121,400	\$ 123,850
Step 2		\$ 124,550	\$ 127,050
	Director of Nutritional Services		
	Director of Communications		
	Special Education Supervisor		
Step 1		\$ 111,150	\$ 113,350
Step 2		\$ 114,050	\$ 116,350
	Community Education Coordinator		
Step 1		\$ 94,300	\$ 96,200
Step 2		\$ 98,600	\$ 100,550
	Adult Basic Education Coordinator		
Step 1		\$ 75,750	\$ 77,250
Step 2		\$ 78,000	\$ 79,550