

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT 332
MORA, MINNESOTA 55051**

AND

ASSOCIATION OF MORA ADMINISTRATORS

EFFECTIVE

JULY 1, 2015, THROUGH JUNE 30, 2017

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ARTICLE I

Purpose: Parties

This Agreement is entered into between Independent School District 332, Mora, Minnesota, hereinafter referred to as the School District or District, and the Association of Mora Administrators, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for administrators for the duration of this Agreement. The term does not mean the educational policies of the School District.

ARTICLE II

Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the PELRA, the District recognizes the Association of Mora Administrators as the exclusive representative of administrators employed by Independent School District 332, which as exclusive representative shall have those rights and duties prescribed by the PELRA and as described in the provisions of this Agreement.

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

Section 3. New or Changed Personnel Policy: Before the School Board adopts a new or changes one of its present personnel policies, so classified, that affects administrators during the tenure of this Agreement, the District shall notify the exclusive representative in writing that it is considering such a change or addition. The exclusive representative will have the right to meet and negotiate with the Board, provided that it files such a request with the Board within ten days of receipt of said notice.

ARTICLE III

Definitions

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" shall mean the hours of employment, the compensation thereof including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting working conditions of administrators, but does not mean educational policies of the District.

Section 2. Administrator: "Administrator" shall mean all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the State of Minnesota and who devote more than fifty percent of their time to administrative and supervisory duties, but shall not include superintendents, assistant superintendents, or teachers who devote more than fifty percent of their time to classroom teaching, part-time administrators whose services do not exceed fourteen hours per week, and administrators who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days in any calendar year, and emergency employees.

Section 3. Other Terms: "Other terms" not defined in this Agreement shall have those meanings as defined by the PELRA.

Section 4. School District: For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

ARTICLE IV

School District Rights and Obligations

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. The School District and exclusive representative shall work together to preserve and further the mutual respect and confidence that is so essential to the professional operation of an educational program of excellence.

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

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all administrators covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by the School Board rules, regulations, directives, and orders issued by properly designated officials of the School District, provided that such do not violate the provisions of this Agreement as set forth herein. The exclusive representative also recognizes the right, obligations, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and valid rules, regulations, and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. 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 School District.

Section 5. Meet and Confer Obligations: The School Board or its representative(s) has the obligation to meet and confer (exchange views and concerns) with the exclusive representative to discuss those matters relating to their employment not included in the PELRA. All administrators have legitimate concerns, expertise, and perspective in the areas covered by the demands presented in the negotiations process with other groups of employees. These concerns, expertise and perspectives are essential input to the School Board in the decision-making process of negotiations. The School Board shall instruct its representatives to meet with the exclusive representative with sufficient frequency to receive input and shall keep the exclusive representative informed on a current basis of all demands presented and action taken thereon. The School Board shall discuss with the exclusive representative those items raised by the exclusive representative of the teachers under the PELRA prior to making any commitment to teachers and as soon after a teacher issue is raised as is reasonable. In an effort to maintain good communication and in respect for the responsibilities and obligations administrators have, the School Board individually or as a whole, will refer employee complaints and problems to the appropriate administrator as requested in the Administrator Code of Ethics.

ARTICLE V

Administrator Rights and Obligations

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any administrator or his/her representative to the expression or communication of a view, grievance, complaint or opinion, on any matter related to the conditions of compensation or public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Administrators shall have the right to form and join and the right not to form and join respective professional organizations.

Section 3. Professional Responsibilities of Administrators: It shall be the responsibility of all administrators covered by this Agreement to discharge their responsibilities to the School Board and the employees and students of the District according to the job specifications for each administrative position and in a manner which exemplifies professional concern for the clientele and educational programs of the School District, so that the School Board shall have the benefit of professional recommendations concerning the decisions that must be made. The School Board shall expect the administrators to make recommendations concerning policies, implementing decisions, and problem areas. The School Board shall expect the administrators to be up-to-date on the knowledge and technology of the profession. To facilitate these expectations, the School Board will:

- a. Provide memberships in the appropriate state and national administrative associations for each administrator.
- b. Provide time and funds for administrators to attend the appropriate local, state, and national meetings and workshops of their associations and of other agencies and groups. National meetings are limited to one every other year.
- c. Provide for a professional improvement leave for no more than one administrator per year for intensive, advance study, such leave to be for one academic year at one-half salary. The administrator shall be eligible for such leave after serving for five consecutive years in the School District and at seven-year intervals thereafter. A condition of such leave shall be satisfactory provision for carrying out the normal responsibilities of the administrator on leave.

Section 4. In-service Training: The School District shall provide for in-service training for its administrators through workshops, institutes, extension classes, staff meetings, and inter-visitations. All administrators must participate unless excused in writing by the Superintendent. The local continuing education committee will assist the School District in planning the format and program of in-service sessions.

Section 5. Release from Individual Employment Contract: An administrator who has completed the probationary period and who has not been discharged or advised of a refusal to renew his/her individual employment contract pursuant to state law, may resign from his/her position by submitting a written statement to that effect by April 1. If the Master Agreement has not been conceived by that time, the administrator has until the 30th calendar day after adoption of said Agreement to resign, but in no case may an administrator resign without School Board approval after July 15.

Section 6. Administrator Individual Employment Contract Year: Each administrator shall perform his/her duties for the number of individual employment contract days noted by his/her name and position on Exhibit A.

Subd. 1. By June 1st of any year, each administrator shall recommend the number of individual employment contract days for the following year. Final determination of days shall rest with the School Board.

Subd. 2. The designated individual employment contract schedule may be modified through mutual agreement between the administrator and Superintendent.

Subd. 3. Two of the individual contract days noted in Exhibit A shall be held back each year to be used for emergency hiring/meeting purposes during days the administrator would not regularly work in the summer. If the days are not used prior to returning from summer break, administrators shall make up those days prior to the end of their individual contracts.

Subd. 4. Administrators performing extended employment shall be reimbursed at the individual administrator's daily rate for regular employment. Paid extended employment may be allowed for a maximum of 5 days and approved in writing by the Superintendent.

Section 7. Voluntary 403(b) Contributions: All recognized insurance companies currently selling within the District may sell tax-sheltered annuities to administrators subject to legal limits. Administrators shall be given the option of changing companies, increasing or decreasing contributions, or otherwise altering the terms with the carrier no more than one time per quarter.

ARTICLE VI

Basic Schedules and Rates of Pay

Section 1. Salaries: Salaries for 2015-16 are presented in Exhibit B, and salaries for 2016-17 are presented in Exhibit C.

Subd. 1. Above salaries for 2015-16 and 2016-17 plus an additional \$1000 for site supervision when Activities Director is absent, or additional supervision is needed.

High School – 15 events at \$50.00

FV/TV – 5 events at \$50.00

Section 2. Evaluation: Evaluation is to consist of:

- a. self-evaluation using feedback from persons supervised and two other administrators and
- b. formal evaluation provided by the Superintendent.

ARTICLE VII

Group Insurance

Section 1. Health and Hospitalization Insurance: The School District shall contribute the full sum toward the annual premium for family coverage for all administrators employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization insurance plan. Administrators retiring from the District, who have had five years of continuous administrative service to the District and are less than 65 years of age, may continue with the District's group policy. The School District will contribute up to \$7,000 annually toward group health and dental premium costs for the School District's policies from age 60 to the age of Medicare eligibility, provided the administrator has accepted no other full-time benefit eligible administrative employment in a school district subsequent to retirement and has remained in the plan. This amount is not retroactive. Retiring administrators will receive only the amount stated in the Agreement in force at the date of retirement. If the retired administrator is less than 60 years of age, he/she may continue with the School District's group policy and pay his/her monthly premium until age 60.

Subd. 1 Health and Hospitalization Insurance High Deductible Plan: While a High Deductible Health Plan (HDHP - HSA) is being offered as a menu option for the District Health Insurance Plans, a member of the Administration staff may choose the HDHP – HSA. The school district shall cover the full cost of the annual family premium and fully fund the HSA (deductible).

Section 2. Life Insurance: The School District shall contribute \$25 per month toward a group term life insurance policy for each administrator who qualifies for and is enrolled in the School District's group term life insurance plan, with a minimum of \$146,000 term coverage. This may be purchased in conjunction with group hospitalization coverage.

Section 3. Income Protection: The School District shall contribute the full sum of the annual premium for an administrator who qualifies for and is enrolled in the School District's long-term disability insurance plan.

Section 4. Dental Insurance: The School District shall contribute the full sum of the annual premium for family coverage for all administrators employed by the School District who qualify for and are enrolled in the School District's group dental insurance plan.

Section 5. Vandalism: A sum of \$1200 shall be set aside annually to reimburse any administrator who experiences School District-related vandalism. The sum shall not be accumulative. A written report describing the vandalism shall be submitted to the Superintendent within five working days of the incident. Upon payment of repair/replacement costs, the administrator shall submit a claim to the Superintendent, which is supported by appropriate expenditure detail. The Superintendent may reimburse the victim the amount of his/her insurance deductible, not to exceed a total of \$250 per incident.

Section 6. Physical Examination: The School District shall contribute up to \$250 per administrator to pay for the expenses of an executive health examination, which are not covered by the School District's health and hospitalization insurance. This physical examination shall be provided once every three years. A summary of the results shall be mailed to the Superintendent and to the specific administrator.

Section 7. Group Insurance: After completion of at least five years of continuous administrative service to the School District and at the age of 55 years or older, each administrator covered under this Agreement shall be eligible to elect to take only single medical and dental insurance. If the eligible administrator elects this option, (s) he would then receive added salary compensation in an amount equal to the difference between the single School District contribution and the full sum of the annual premium for family health/dental insurance

coverage. This elected salary amount shall only be used to purchase additional medical or dental benefits via the flex benefit system.

ARTICLE VIII

Leaves of Absence

Section 1. Sick Leave:

Subd. 1. All full-time administrators shall earn sick leave at the rate of 1.25 days for each month of service in the employ of the School District. Annual sick leave of 15 days shall be credited at the beginning of the individual employment contract year but will be earned at the rate of 1.25 days per calendar month, during the term of the Agreement. Newly hired administrators who have neither accrued nor used sick leave, shall be advanced two years' accumulated sick leave, or thirty (30) days, at the time of employment. Beginning with the third year of employment newly hired administrators shall accrue sick leave at the same rate as all other administrators included in this Agreement.

If advanced sick leave is used by the newly hired administrator prior to having been fully earned and the newly hired administrator does not complete the prescribed term of employment, then the School District shall have the right to recapture the value of used unearned sick leave. The accrual rate of 1.25 days per month shall be used to determine the amount to be recaptured.

Subd. 2. Unused sick leave may accumulate to a maximum credit of 160 days of sick leave per administrator.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an administrator's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days. Sick leave days may also be used to care for immediate family members (as per state statute).

Subd. 4. Administrators may use sick leave for extended cases of disability up to their accumulated total.

Subd. 5. Administrators shall inform the School District as early as possible of any impending use of accumulated sick leave.

Subd. 6. The School District may require administrators to furnish a medical certificate from the school health officer or from a qualifying physician as evidence of illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an administrator for sick leave is reserved to the School District. In the event that a medical certificate will be required, the administrator will be so advised.

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

earned by the administrator. Sick leave days that are paid out by accumulated sick leave will be deducted from the total number of contracted days to work.

Subd. 8. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in the School District office.

Subd. 9. An administrator on disability leave who is covered by accumulated sick leave shall receive all benefits ordinarily paid to working administrators. Administrators who have exhausted sick leave coverage and vacation during their disability coverage and administrators on approved bonding leave may participate in the District's health and hospitalization and dental insurance programs but shall pay the entire premium for such programs as the administrator wishes to retain. Payments must be arranged in advance through the District office.

Subd. 10. Bereavement Leave. Each administrator shall be granted bereavement leave for a death within the Administrator's immediate or close family. The time granted shall be determined after conferring with the Superintendent. There will be a five-day maximum per death. The days used will be deducted from sick leave.

Section 2. Personal Leave: A full-time administrator may be granted a leave at the discretion of the Superintendent for situations that arise requiring the administrator's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. This time is to be deducted from the administrator's accumulated sick leave. Personal days that are used by accumulated sick leave will be deducted from the total number of contracted days to work.

Section 3. Unpaid Leave of Absence: An administrator may be granted an unpaid leave of absence by the School District, at the sole discretion of the School District, for other purposes, including bonding, provided arrangements can be made to cover the employment assignment with a suitable and qualified replacement. The School District may adjust the proposed beginning and ending period of this leave, so that dates may coincide with natural breaks in the school year. An unpaid leave to allow an administrator to assist a parent who has a serious health condition shall be granted by the School Board pursuant to the provisions of the Family Medical Leave Act.

An administrator who returns from a leave shall retain privileges and other benefits that were accrued under the provisions of this Agreement at the commencement of the leave. The administrator shall not accrue additional experience credit for pay purposes or leave time during the period of absence for the aforementioned leaves.

ARTICLE IX

Hours of Service

Section 1. Hours of Service: Recognizing the professional nature of an administrator's position, the School District and the administration realize that some days require more hours and others may require less.

Section 2. Hours of Instruction: The specific hours of instruction at any individual building may vary according to the needs of the educational programs of the School District. The specific hours for each building will be designated by the School Board. The hours for administrators shall be a personal responsibility under the supervision of the Superintendent.

ARTICLE X

Unrequested Leave of Absence

Seniority: If administrative positions are partially or totally reduced due to discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, then the School Board may assign the administrator to a teaching position for which (s) he has current teaching license. The administrator's seniority shall be as presented on the teachers' seniority list which is maintained and posted annually by the School District.

ARTICLE XI

Strikes and Work Stoppage

The administrators covered by this Agreement, in the event of a strike or work stoppage by other groups of School District employees, will consider themselves to be on duty for the purpose of carrying out School Board policy and ensuring the safety of personnel and property. In no event will the compensation for administrators be halted or suspended due to strikes or work stoppages of other School District employees.

ARTICLE XII

Other Benefits

Section 1. 403b Plan: Each administrator, shall be eligible to receive an amount equal to three and one-half percent (3.5%) of yearly salary, up to \$3,500 per year to be invested in a TSA of the administrator's choice from the School District's list of providers. On an annual basis, the Administrator must pay an equal or greater amount in to the 403b plan. The maximum lifetime contribution by the school district for each administrator is \$35,000.

Section 2. Longevity Incentive/Sick Leave Buy Back: Each administrator, upon retiring or leaving the School District, shall be compensated at their current daily rate of pay for 3 unused sick leave days for each year of service to the District under the Administrative contract. The Administrator must be in the Administrative contract for a minimum of ten (10) years to collect. The maximum allowable under this section is twenty four (24) days.

Section 3. Cell Phone Reimbursement: There will be a monthly cell phone reimbursement of \$50 for each Administrator so they can access email, texting, calendar and voicemail. Thus, providing immediate and continual access to make Administrators more efficient and effectively manage the building when they are out of the office. The Administrator may choose to forego the \$50 reimbursement and use a school district phone which will be paid in full by the district.

ARTICLE XIII

Grievance Procedure

Section 1. Grievance Definition: A “grievance” is defined as a complaint arising from an alleged misinterpretation or improper application of the terms of this Agreement. An administrator who feels a cause to grieve shall first discuss the situation involved with his/her immediate superior, in an attempt to reach an informal, satisfactory agreement. Should this fail, the administrator, within ten days of said informal meeting, shall file with his/her immediate supervisor a statement of his/her grievance and cite the section of the Agreement allegedly violated. The immediate superior shall give a decision in writing within seven days of receipt of the written statement of grievance. If the grievance is not resolved at this level, the grievance may be appealed by the administrator to the Superintendent within seven days after receipt of the written decision of such immediate superior. The Superintendent or his/her designee shall then set a time to hear the grievance to be held ten days after receipt of the appeal. The administrator originating the grievance may be represented by the exclusive representative. The Superintendent shall render a decision in writing within ten days after the completion of the hearing. In the event the grievance is not resolved at this level, the administrator originating the grievance may appeal the decision of the Superintendent to the School Board provided that such appeal is made within fifteen days after receipt of the appeal. The School Board shall render its decision in writing within fifteen days after the hearing. The time periods specified in this grievance procedure refer to calendar days and not school or working days.

Section 2. 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 issuing a proceeding in another forum as outlined herein, the administrator 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 approved in this Agreement or to enforce the award of an arbitrator or to situations in which the application of this section constitutes unlawful retaliation.

ARTICLE XIV

Adjustment of Agreement

Section 1. Procedures: Either party to this Agreement wishing to modify the Agreement at the conclusion of it shall notify the other in writing. During negotiations, the School District and the exclusive representative may each be represented by parties of their own choice, who may be selected from within or outside of the School District.

Section 2. Terms of Agreement: This Administrative Agreement shall be in effect for a period of two years from July 1, 2015. In the event that a new Agreement has not been ratified by both the School Board and the exclusive representative at the expiration of the existing Agreement, the existing Agreement shall remain in effect until a replacement Agreement is ratified.


The Exclusive Representative



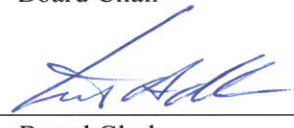
President

Dated this 20 day of June 2016

The School District



Board Chair



Board Clerk

Dated this 23 day of June 2016

MEMORANDUM OF UNDERSTANDING

Association of Mora Administrators and Independent School District 332, Mora, ("District") hereby agree as follows:

By signing below, the parties represent that they have read, understand, and agree to be bound by the terms of this Memorandum of Understanding.

If the District is granted Q-Comp status, both parties agree to reopen negotiations specific to accessing additional funding for Q-Comp performance pay as applicable in the Q-Comp Plan..

Nothing in this Memorandum of Understanding obligates either party to continue this agreement, in any form, into the 2017-18 school year or thereafter.

Date: 6/20/16

ASSOCIATION OF MORA ADMINISTRATION
MORA, MN

by Bert Nelson
Its President

Date: 6/23/16

INDEPENDENT SCHOOL DISTRICT 332, MORA

by Karen Kirschner
Its School Board Chair

MEMORANDUM OF UNDERSTANDING

Association of Mora Administrators and Independent School District 332, Mora, ("District") hereby agree as follows:

By signing below, the parties represent that they have read, understand, and agree to be bound by the terms of this Memorandum of Understanding.

In years that the district has a building bond project exceeding \$10,000,000 at an administrator's site, the administrators affected will receive an additional 5 days per year to compensate for the additional meetings and taking her/him away from normal administrative duties. This takes effect once the project has been approved and carries a maximum of 2 years per project.

Nothing in this Memorandum of Understanding obligates either party to continue this agreement, in any form, into the 2017-2018 school year or thereafter.

ASSOCIATION OF MORA ADMINISTRATION
MORA, MN

Date: 6/20/16

by Burt Nelson
Its President

INDEPENDENT SCHOOL DISTRICT 332, MORA

Date: 6/23/16

by Karen Kirschner
Its School Board Chair