

**ADMINISTRATIVE CONTRACT
CONDITIONS OF EMPLOYMENT**

FOR THE YEARS BEGINNING JULY 1, 2009, THROUGH JUNE 30, 2011

**ARTICLE III
BASIC SERVICES**

SECTION 1. **Administrators** shall faithfully perform the services prescribed by the **School Board** whether or not such services are specifically described in this contract or in a general job description, abide by the rules, regulations and policies as established by the **School Board** and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated, and where applicable, pursuant to the provisions of M.S. 122A.40, as amended, and all federal and state laws relevant thereto.

**ARTICLE IV
DURATION**

SECTION 1. This contract, where applicable, is subject to the provisions of M.S. 122A.40 and to all laws, rules and regulations of the State of Minnesota relevant to qualifications, certification, employment, termination, and discharge. This contract shall remain in full force and effect, except if modified by mutual consent of the **School Board** and yourself or unless terminated as provided by law or written resignation.

**ARTICLE V
DUTY YEAR**

SECTION 1 – BASIC WORK YEAR. The duty year shall be for the entire year as provided herein and **administrators** shall perform services on those legal holidays in which the school district is authorized to conduct school if the **School Board** so determines. **Administrators** shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with the School Board Administrative policy. In order to attain ultimate efficiency and faithfully perform the services prescribed by the **School Board** or Superintendent, flexibility should be established in your schedule.

**ARTICLE VI
LEAVES – VACATIONS**

SECTION 1 – VACATION. Each employee shall earn twenty-five (25) days of vacation. (If the employee has less than five years in the school district, the employee shall earn twenty (20) days of vacation). Earned vacation may be taken at any time during the year provided it is first approved by the superintendent. Accumulated vacation time must be taken within thirty-six months after the work year in which it was earned (75 days accumulation). Up to five days per year can be taken as direct pay at the current daily rate of pay. Requests for payment must be made by June 15th of each year and will be paid no later than June 30th. The administrator will

be paid for unused vacation days, if any, at the daily rate of pay upon separation from the school district.

SECTION 2 – SICK LEAVE. Sick leave shall be earned at a rate of fifteen (15) days per year with a maximum accumulation of 200 days. Sick leave shall be granted whenever an employee's absence is due to disease, disorder or illness of the mind or body of the employee. Sick leave may be used for serious illness in the immediate family. Serious illness is defined as an illness of such a nature that a physician's attention is required. Immediate family is defined as: spouse, parent, child, stepchild, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents, grandchild, spouse's grandparent or grandchild, brother-in-law, sister-in-law, uncle or aunt, or any member of your household.

SECTION 3 – MEDICAL LEAVE OF ABSENCE . If the employee is unable to perform his/her duties because of illness or disability and has exhausted all sick leave credit available or has become eligible for long-term disability compensation, the employee shall, upon request, be granted a medical leave of absence up to twenty-four months without pay. The School Board may, in its discretion extend such leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a physician's statement outlining the condition of health and estimated time at which the employee is expected to be able to resume normal responsibilities. While on medical leave or long term disability, the school district will continue its contribution for life, hospital-medical, and dental insurance for the period of twenty-four months. After twenty-four months, the employee may continue as a member of the group at the employee's own expense.

SECTION 4 - BEREAVEMENT. The superintendent or designee may grant absences with pay for up to three (3) days per bereavement relating to the death of a member of the immediate family or family friend. If special circumstances arise, the Superintendent or designee may grant the employee additional days leave with pay.

SECTION 5 – EMERGENCY LEAVE. Administrators may be granted unpaid emergency leave during the current year at the discretion of the School Board or Superintendent. If you are employed for 260 days, said leave may be deducted from accumulated vacation time.

SECTION 6 – DISABILITY LEAVE. If you are unable to work because of personal illness or disability and have exhausted all accumulated paid sick leave available, you may be granted an additional leave of absence without pay for the duration of said illness or disability or for an additional period of one year, whichever is less. All insurance benefits will remain in force during this period.

SECTION 7 – PAID HOLIDAYS. The following days will be considered a paid holiday and you will not be required to report for work. An alternate day may be taken when the holiday falls on a weekend or a day when school is in session.

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|---------------------------|-----------------------|----------------------------|
| 1. Fourth of July | 5. Christmas Eve Day | 9. President's Day |
| 2. Labor Day | 6. Christmas Day | 10. Martin Luther King Day |
| 3. Thanksgiving Day | 7. New Year's Eve Day | 11. Good Friday |
| 4. Day After Thanksgiving | 8. New Year's Day | 12. Memorial Day |

ARTICLE VII
INSURANCE

SECTION 1 – MEDICAL INSURANCE.

SUBD. 1. The district will pay directly to the insurance company the premium for family group hospitalization, medical and major medical coverage for all employees.

SUBD. 2. Employees who terminate their employment are allowed to remain in the insurance group from the time they leave employment of the school district to the end of the school year in which the employee reaches Medicare eligibility. During this period, from age 55 to the date of Medicare eligibility, the school district will pay the full cost of family health insurance. In case of the employee's death, the school district will pay the full cost of a single health insurance premium for the spouse until the date of Medicare eligibility. In order to qualify, the employee must have been in the school district for fifteen (15) years or more.

SECTION 2 – LIFE INSURANCE. If you are employed half-time or more, the district shall provide group term life insurance and shall pay directly to the insurance company the monthly premium for \$200,000 of life insurance. Employees who terminate their employment are allowed to remain in the insurance group from the time they leave the employment of the school district to the end of the school year in which the employee reaches his/her sixty-fifth birthday. During this period, from age 55 to 65, the school district will pay the cost of \$200,000 of life insurance. In order to qualify, the employee must have been in the school district for fifteen (15) years or more.

SECTION 3 – LIABILITY. The school district shall provide an error and omissions liability insurance coverage for you in the amount of the present policy.

SECTION 4 – DISABILITY INCOME. For those who qualify, the district will pay directly to a company selected by the **School** Board an amount equal to the total monthly premium for long term disability insurance following the 90th day of disability as defined in the insurance policy **subject to the terms of the policy with a minimum monthly benefit of \$5,000.**

SECTION 5 – CLAIMS AGAINST THE SCHOOL DISTRICT. The parties agree that any descriptions of insurance benefits contained in this section are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this section. It is understood that the school 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 school district as a result of a denial of insurance benefits by insurance carriers.

SECTION 6 – DENTAL INSURANCE. The district shall pay directly to the insurance company selected by the Board of Education the monthly premium for family dental insurance. Employees who terminate their employment are allowed to remain in the insurance group from the time they leave the employment of the school district to the end of the school year in which the employee reaches his/her sixty-fifth birthday. During this period, from age 55 to 65, the school district will pay the cost of family dental insurance. In order to qualify, the employee must have been in the school district for fifteen (15) years or more.

SECTION 7 – PHYSICALS. The school district shall reimburse the employee for those expenses not paid for by the district's health hospitalization insurance plan for an annual physical examination. Leave for physical examination is not charged to sick leave or accumulated vacation.

ARTICLE VIII **OTHER BENEFITS**

SECTION 1 – TAX SHELTERED ANNUITIES. You will be eligible to participate in a tax sheltered annuity plan established **under section 403(b) of the Internal Revenue Code, Minnesota Statute §352.965 (Minnesota Deferred Compensation Plan),** and school district policy **in accordance with Minnesota Statute §356.24.**

After initial election of this option and ratification of amount, such participation shall continue from year to year at the specified amount unless the administrator notifies the District by June 1 in the format prescribed by the District. The maximum amount of annual contributions matched by the District is \$2,000.00 **for 2009-2010 and \$4,000.00 for 2010-2011.** Each administrator may elect to adjust their annual contribution within thirty (30) days of ratification by the **School Board.**

SECTION 2 - CONFERENCES AND MEETINGS. The school district shall pay legally valid expenses and fees within the provisions of adopted board policy for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed or permitted by the **School Board** or Superintendent.

SECTION 3 – ADMINISTRATIVE SEVERANCE PAY. An employee under this contract who has worked in the Bemidji Schools for a minimum of ten (10) years and as an ISD #31 administrator for a minimum of six (6) years shall receive one-half of his/her highest salary up to a maximum of \$37,000 as a severance payment upon separation from the school district. The payment will also be made in the case of death or disability. In case of death, the payment shall be made to the designated beneficiary.

SECTION 4 – ACCUMULATED SICK PAY. Administrators covered by the agreement who have ten (10) years or more of service with the district shall be entitled to accumulated sick pay

upon resignation, retirement or death. Such severance pay shall be equal to the number of days of accumulated sick leave multiplied by \$94.00. (Sick leave balance at time of separation)

SUBD. 1. METHOD OF PAYMENT: Payment shall be made in one sum upon separation except that the school district shall have the option to delay payment until after January 1 of the year following the year in which the employee retires. Deductions, such as state and federal income tax, social security, etc., shall be made only as required by law. If after termination of employment, the employee dies before the severance payment has been made, the balance due shall be paid to named beneficiary or, lacking same, to the estate of the deceased.

SECTION 5 – SUPPLEMENTAL MEDICAL REIMBURSEMENT PLAN. The district shall provide a supplemental medical reimbursement fund of \$1,500 per administrator for **2009-2010 and 2010-2011**. Those expenses eligible for reimbursement from this fund shall be health care expenses not covered by insurance, such as x-rays, drugs and medicines, hospital services, medical equipment, orthodontic work in related dental services, and all other medical care expenses as defined in Section 213(E) of the Internal Revenue Code of 1954, as amended.

SECTION 6 – AUTOMOBILE EXPENSE ALLOWANCE. There will be no reimbursement for in district travel.

SECTION 7 – PROFESSIONAL IMPROVEMENT LEAVE. Upon the recommendation of the Superintendent, and approval of the **School** Board, the administrators at Levels 22-26 having a continuing contract and who have rendered satisfactory service in the district as an administrator for not less than seven (7) consecutive years, may be granted a leave of absence for study and research for a semester or a full year, subject to the following provisions:

SUBD. 1 – PURPOSE. Professional Improvement Leave is granted for the purpose of improving instruction in Independent School District No. 31. Any professional Improvement Leave that is granted must be consistent with this purpose.

SUBD. 2 – APPLICATION. Request for study and research will be submitted to the Superintendent and is subject to the approval of the Superintendent and the **School** Board.

SUBD. 3 – BENEFITS. Insurance benefits provided by this contract shall be maintained during said leave.

SUBD. 4 – SICK LEAVE. Sick leave shall be earned during the Professional Improvement Leave.

SUBD. 5 – COMPENSATION. Compensation for an administrator on a Professional Improvement Leave shall be at a rate of 50% of the current administrator's salary. This amount shall be paid in equal monthly installments during the leave period and will be subject to retirement and tax deductions.

SUBD. 6 – RETURN TO THE DISTRICT. The administrator on leave shall indicate his/her intent to return to the system by notifying the superintendent's office in writing during the month of February of the year of the leave.

SUBD. 7 – TUITION REIMBURSEMENT. Administrators on Professional Improvement Leave shall not be eligible for tuition reimbursement by the district.

SUBD. 8 – OTHER INCOME. Receipt of a scholarship, fellowship, or other grant is acceptable.

SECTION 8 – TERMINATION CONDITIONS. Any member of this group who leaves the school district during the period of this contract will be eligible for severance pay without waiting period if the separation is at the request of the School Board.

SECTION 9 – MEMBERSHIP DUES. In accordance with the provisions of Minnesota Statute §123B.02, Subd. 24, members of this group are encouraged to belong to and participate in appropriate economic development associations or other community or civic organizations where such membership will serve the best interests of the school district. Accordingly, the School District will reimburse members of this group, to a maximum annual amount of **\$500.00**, for such membership dues for organizations as required, directed, or permitted, by the School Board.

ARTICLE IX
SALARY

SECTION 1. You shall be paid an annual contract salary exclusive of fringe benefits as indicated in Article II, Section 1, Item A, in twenty-four (24) equal installments during the period of this contract, and you shall perform the services prescribed by the **School** Board whether or not such services are specifically described in this contract. The salary shall be established based on the following schedule:


2009-2010	
First Year of Service	\$105,723
Full Salary	\$108,723
2010-2011	
First Year of Service	\$106,267
Full Salary	\$109,267

ARTICLE X
MISCELLANEOUS

SECTION 1. This contract shall be effective only upon the signatures of the officers of the School Board.

In witness thereof, the School Board has executed this agreement effective the 31st day of March, 2010.

Independent School District #31
Bemidji, Minnesota



Board Chair



Board Clerk