

**ADMINISTRATIVE CONTRACT
CONDITIONS OF EMPLOYMENT**

FOR THE YEARS BEGINNING JULY 1, 2019, THROUGH JUNE 30, 2021

**ARTICLE I
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 II
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 III
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 IV
LEAVES – VACATIONS**

SECTION 1 – VACATION. Each employee shall earn twenty-five (25) days of vacation. (If the employee has less than **two** 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 (includes adult child), stepchild, sibling, 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 V
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. In no event shall the district contribution exceed \$1,660 per month for **2019-2020 and \$1,760 per month for 2020-2021.** Any premium cost in excess of the district contribution shall be paid by the employee through payroll deduction.

SUBD 2. Employees who terminate their employment are allowed to remain in the insurance group from the time they leave employment until 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, up to the maximum district contribution indicated in Subd. 1 of this Section. In case of the employee's death, the school district will pay the full cost of a single health insurance premium, up to the maximum district contribution indicated in Subd. 1 of this Section, for the spouse until their date of Medicare eligibility. In order to qualify, the employee must have been employed 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 \$300,000 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 until his/her sixty-fifth birthday. During this period, following resignation or retirement, and from age 55 to 65, the school district will pay the cost of \$300,000 of life insurance. In order to qualify for the benefit outlined in this paragraph, the employee must have been employed 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 until his/her sixty-fifth birthday. During this period, following resignation or retirement, and from age 55 to 65, the school district will pay the cost of family dental insurance. In order to qualify for the benefit outlined in this paragraph, the employee must have been employed 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.

SECTION 8 – HEALTH CARE SAVINGS PLAN. The District shall contribute \$300 per pay period for 2019-2020 and \$325 per pay period for 2020-2021 to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account of each administrator.

ARTICLE VI
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 \$6,700 for 2019-2020 and 2020-2021. 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 \$60,000 as a severance payment upon separation from the school district.

For any employee hired after June 30, 2018, the amounts contributed by the District as the employer match under Section 1 will reduce the benefits payable under this section in an amount equal to cumulative employer contributions under Section 1.

SUBD. 1. METHOD OF PAYMENT: All funds payable under this section will be deposited into the employee's Minnesota State Retirement System (MSRS) health Care Savings Plan (HCSP) account. The payment will also be made in the case of death or disability. In case of death, the payment shall be made to the surviving spouse or estate.

SECTION 4 – AUTOMOBILE EXPENSE ALLOWANCE. There will be no reimbursement for in district travel.

SECTION 5 – 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 6 – 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 7 – 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 ~~\$700.00~~ **\$900.00**, for such membership dues for organizations as required, directed, or permitted, by the School Board.

ARTICLE VII 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:

2019-2020	
First Year of Service	\$134,992
Full Salary	\$137,992

2020-2021	
First Year of Service	\$137,752
Full Salary	\$140,752

SECTION 2 – CAREER/RETENTION INCREMENT: A career increment shall be added to each administrator's salary effective July 1st of the fiscal year following completion of the number of years of continuous employment with the district according to the following schedule:

<u>Years of Employment</u>	<u>Career Increment</u>
4 Years	\$2,400
8 Years	\$3,600
12 Years	\$4,800

ARTICLE VIII
MISCELLANEOUS

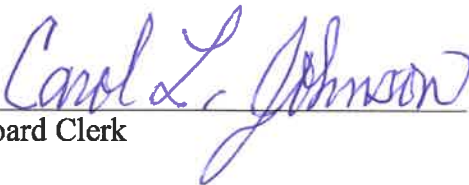
SECTION 1. This contract shall be effective only upon the signatures of the officers of the **School Board.**

In witness thereof, the School Board has executed this agreement effective the 18 day of May, 2020.

Independent School District #31
Bemidji, Minnesota



Board Chair



Board Clerk

