

COMPENSATION AND BENEFITS HANDBOOK

For

**BRAINERD PUBLIC SCHOOLS
DIRECTORS, ASSISTANT DIRECTORS, AND DEANS**

July 1, 2021 – June 30, 2023

Table of Contents

ARTICLE I: INCLUDED POSITIONS	3
ARTICLE II: DEAN OF STUDENTS	3
WORK YEAR ASSIGNMENTS	3
SALARY SCALE.....	3
ARTICLE III: DIRECTORS AND ASSISTANT DIRECTORS WORK YEAR ASSIGNMENT	4
Section 1. Work Year and Duty Days:	4
Subdivision 1. Work days:	4
Subdivision 2. Non-Contract Days:	4
Subdivision 4. Holidays:	4
Subdivision 5. Mandatory Duty Days:	5
ARTICLE IV: INSURANCE	5
Section 1: Health and Hospitalization Insurance:.....	5
Section 2. Health Reimbursement Arrangement (HRA) Contribution: Plan H.	5
Section 3. Health Savings Account (HSA) Contribution: Plan G.	6
Section 4. Dental Insurance:	6
Section 5. Life Insurance:	6
Section 6. Income Protection:	6
Section 7.....	6
ARTICLE V: DIRECTOR AND ASSISTANT DIRECTOR LEAVES OF ABSENCE	7
Section 1. Sick leave:.....	7
Section 2. Bereavement Leave:.....	7
Section 3. Reporting of Absences:.....	7
Section 4. Sabbatical Leave:.....	7
Section 5. Family and Medical Leave Act (FMLA):.....	8
ARTICLE VI: PROFESSIONAL DUES	8
ARTICLE VII: SEVERANCE AND RETIREMENT	8
Section 1. Severance:.....	8
Section 2. Eligibility.....	9
ARTICLE VIII: DEFERRED COMPENSATION	9
Section 1. Contribution:.....	9
ARTICLE IX: SENIORITY	9
Section 1. Seniority:	9
ARTICLE X: MILEAGE, TRAVEL AND CELL PHONE REIMBURSEMENT	10
Section 1. Mileage:	10
Section 2: Travel and Convention Reimbursement:.....	10
Section 3: Cell Phone Reimbursement:.....	10
ARTICLE XI: GRIEVANCE PROCEDURE	10
Section 1. Grievance Definition:.....	10
Section 2. Representative:	10
Section 3. Definitions and Interpretations:.....	10
Section 4. Time Limitation and Waiver:.....	11
Section 5. Adjustment of Grievance:	11
Section 6. School Board Review:	11
Section 7. Arbitration:.....	11
ARTICLE XII: PLACEMENT ON SALARY SCHEDULE.....	12
APPENDIX A: SALARY SCHEDULE.....	13

APPENDIX B: DEAN OF STUDENTS LEAVE OF ABSENCE 14
Section 1. Professional Leave:..... 14
Section 2. Application for Long Term Disability Insurance Benefits..... 16
Section 3. Bereavement..... 16
Section 4. Jury Duty Leave 16
Section 5. Civic Duty Leave..... 17

ARTICLE I: INCLUDED POSITIONS

The purpose of this document is to provide the positions below with the information about the general terms and conditions of their at-will employment with the District. This document does not create an expressed or implied contract between the District and any employee. The District may change this document, and the terms and conditions of employment outlined in this document at any time and for any reason.

Director of Teaching and Learning
Director of Community Education and Communications
Assistant Director of Community Education
Director of Activities
Assistant Director of Special Education
Assistant Director of Early Childhood Special Education
Director of Student Support Services and Equity
Director of Technology
Director of Buildings and Grounds
Director of Nutrition Services
Dean of Students

The employer and employees covered under this agreement agree that Independent School District #181, Brainerd Public Schools shall not discriminate based on race, color, national origin, sex, or disability.

ARTICLE II: DEAN OF STUDENTS

The purpose of this section is to outline the applicable provisions of this agreement and the role of Dean of Students. Deans were included in this agreement to allow for additional compensation for the assignment outside of the teacher salary schedule and to provide a higher level of benefits for the role. The following sections reflected in this agreement are not applicable and terms and conditions are provided below.

WORK YEAR ASSIGNMENTS

Subdivision 1. Work Year and Duty Days: The work year for Deans will run from July 1 to June 30 of each year, pursuant to the duty day provisions set forth below.

Subdivision 2. The Dean of Students work year assignment will be a total of 204 duty days as defined by the teacher calendar of 180 duty days, 4 paid holidays, plus 20 additional days scheduled on either side of the teacher calendar based on needs of the supervising principal.

Subdivision 3. Non-contract Days: The Dean of Students is not eligible for non-contract days. Time off provisions will mirror that of a teacher and are set forth in Appendix B.

Subdivision 4. Holidays. All Deans of Students shall have the following paid holidays: Labor Day, Thanksgiving Day, the Day after Thanksgiving, and Memorial Day.

SALARY SCALE

The Salary Scale included in this agreement is specific to Directors and Assistant Directors. Salary information for Dean of Students is as follows:

Subdivision 1. Upon hire, a Dean of Students shall receive \$50,000 per year in salary or receive the equivalent amount the Dean would have earned on the teacher salary schedule, whichever amount is greater. During their time as a Dean of Students, they will receive the greater of either the accumulated increases from the \$50,000 base or the amount the Dean would earn if placed on the teacher's salary schedule. Dean of Students will also be paid for an additional 20 days beyond or work beyond the school calendar year at a prorated rate of base divided by 180 days.

Subdivision 2. The gross salary of a Dean of Students shall be calculated based on the Dean's Step/Lane with the teacher contract plus \$2,500.

Subdivision 3. A Dean of Students shall receive an annual \$1,000 stipend if they have a Minnesota administrative license.

Subdivision 4. A Dean of Students that also acts as a Middle School Activities Director, will receive the additional compensation for that role as outlined by the teacher's contract.

ARTICLE III: DIRECTORS AND ASSISTANT DIRECTORS WORK YEAR ASSIGNMENT

Section 1. Work Year and Duty Days:

Subdivision 1: The Duty Year for Directors, Assistant Directors will run from July 1 to June 30 of each year, pursuant to the duty day provisions set forth below.

Subdivision 1. Work days:

Beginning with the 2019-20 school year, all Directors, Assistant Directors will work 260 duty days.

Subdivision 2. Non-Contract Days:

Beginning with the ratification of this agreement, Directors and Assistant Directors will have specified non-contract days based on years of service. Employees hired prior to ratification will accrue the greater of current non-contract days or the following, whichever is greater.

All non-contract days shall be entered into the District approved system each year for applicable absences. The Director or Assistant Director may roll over up to five (5) non-contract days to the next fiscal year, if they are not used.

Non-contract days will be accrued as follows for any employees beginning employment following the ratification of this agreement. Directors employed prior to this agreement will maintain the greater of their established non-contract days and the table below. Future increases to non-contract days will be based on the table below.

<u>Years of Service</u>	<u>Non-contract days</u>
0-4 years	20 days
5-9 years	25 days
10-14 years	27 days
15+ years	30 days

Subdivision 4. Holidays:

All Directors, Assistant Directors shall have the following (10) paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving,

Christmas Eve, Christmas Day, New Year's Eve. If any of the days fall on Saturday or Sunday the preceding Friday or the following Monday shall be considered a holiday. If school is in session on the Friday or Monday preceding or following a weekend holiday listed above, a compensatory day off will be allowed at a later date.

Subdivision 5. Mandatory Duty Days:

The Superintendent, Superintendent Designee or Supervisor reserves the right to designate specific calendar duty days when all Directors and Assistant Directors will be expected to be in service. These mandatory duty days shall be provided no later than during August workshop week each year.

ARTICLE IV: INSURANCE

Section 1: Health and Hospitalization Insurance:

Effective September 1, 2021, the plan options available to employees hired after July 1, 2019 will be as follows:

- Plan B - \$300 per person / \$500 per family
- Plan C - \$1,000 per person / \$2,000 per family
- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

- A. For all employees active and enrolled in Plan D, a \$3,000/\$6,000 deductible plan, prior to December 31, 2019, will continue to have access. If the employee chooses to move to a different plan, Plan D will no longer be available for future enrollment.
- B. Full-time and part-time employees working .5 – 1.0 FTE are eligible for a health insurance contribution from the district. Part-time employees working less than .50 FTE or 20 hours per week assignment are not eligible. The District will contribute the full single or family premium associated with the following plans:
 - Plan D - \$3,000 per person / \$6,000 per family with HRA (for eligible employees)
 - Plan G - \$3,000 per person / \$6,000 per family with HSA
 - Plan H - \$4,000 per person / \$8,000 per family with HRA
- C. The district contribution toward Plan G will be used toward the premium on the following:
 - Plan B - \$300 per person / \$500 per family
 - Plan C - \$1,000 per person / \$2,000 per family
- D. Directors, Assistant Directors and Deans are able to change plans per the plan document, including life events and the established open enrollment period.

Section 2. Health Reimbursement Arrangement (HRA) Contribution: Plan H.

The district will contribute \$3,000 for those taking single health insurance and \$6,000 for employees taking family health insurance into the corresponding district tax-advantaged plan on behalf of the employee. Contributions will be prorated based on employment changes occurring in the benefit year. Any member not desiring coverage under the terms of this section shall file with the Benefits Specialist a waiver disclaiming any such coverage.

Section 3. Health Savings Account (HSA) Contribution: Plan G.

The district will contribute a dollar for dollar match of \$1,500 for those taking single health insurance and a dollar for dollar match of \$3,000 for employees taking family insurance into the corresponding district tax-advantaged plan on behalf of the employee. Contributions will be prorated based on employment changes occurring in the benefit year. Any member not desiring coverage under the terms of this section shall file with the Benefits Specialist a waiver disclaiming any such coverage

Section 4. Dental Insurance:

The School District shall provide the Director, Assistant Director or Dean with a single or family dental insurance plan at the expense of the District with an orthodontia cap of \$6,000.

Section 5. Life Insurance:

The district will provide a \$300,000 life insurance policy at no cost to the employee unless the employee chooses a lesser amount. Upon retirement an administrator will continue to receive District paid \$200,000 life insurance policy until the retiree reaches 70 years of age. The life insurance benefit may be reduced subject to the terms of the life insurance policy.

Section 6. Income Protection:

Income protection insurance for Directors, Assistant Directors or Deans will be provided at the expense of the District. The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary with the following condition:

- 90-day elimination period has been met.
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain ISD 181's health plan in order to qualify for the \$500 per month, long-term benefit.

Section 7.

In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District benefit(s) (i.e. the HRA, salary, etc.) as agreed upon between the parties.

- A. Directors, Assistant Directors and Deans hired before January 1, 2009 and meeting District administrator retirement standards and retiring after reaching the age of 55 will have full family health and dental insurance paid until age 70. If the spouse is less in age than the administrator, he/she may remain in the district's insurance plan at District expense until she/he becomes Medicare eligible. In the event of the District administrator's death the spouse may remain in

the district's insurance plan at District expense until she/he becomes Medicare eligible. If the administrator's dependent status changes after retirement, the retired administrator may flex the insurance benefit to match. The current health coverage for the Brainerd Administrators is through the VEBA program with a deductible of \$4,000 Individual and \$8,000 for Family and a District contribution of \$3,000 Individual and \$6,000 for Family.

- B. Directors, Assistant Directors and Deans hired on or after January 1, 2009, but before July 1, 2012 the District will provide an annual contribution equal to 3.0% of their salary to a District sponsored retirement Health Reimbursement Arrangement (HRA) account, for a time period of 15 years. After 10 years of continuous service and retiring after reaching the age of 55, the employee will continue to have full family health and dental until age 65 and be eligible to access the HRA funds. If employment is terminated prior to retirement, the employee will retain the employee contribution of their HRA balance, however the District contribution will be forfeited. The current health coverage for the Brainerd Administrators is through the VEBA program with a maximum out-of-pocket expenditure of \$4,000 Individual and \$8,000 for Family and a District contribution of \$3,000 Individual and \$6,000 for Family up to age 65.
- C. Directors, Assistant Directors and Deans hired on July 1, 2012 or later, the District will provide an annual contribution equal to 3.0% of their salary to a District sponsored retirement Health Reimbursement Arrangement (HRA) account, for a time period of 15 years. If employment is terminated prior to retirement, the District contribution will be forfeited. The current health coverage for the Brainerd Administrators is through the VEBA program with a maximum out-of-pocket expenditure of \$4,000 Individual and \$8,000 for Family.

ARTICLE V: DIRECTOR AND ASSISTANT DIRECTOR LEAVES OF ABSENCE

Section 1. Sick leave:

One day per month accumulated to 12 per year. Accumulation of unused sick leave is unlimited.

Section 2. Bereavement Leave:

Up to five (5) days of bereavement leave may be used by a Director or Assistant Director, subject to Superintendent, Superintendent Designee or Supervisor approval. Leave for bereavement shall be allowed for death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or employee's spouse, or other relatives living in the same household of the employee.

Section 3. Reporting of Absences:

Directors, Assistant Directors shall timely enter absences into the District's electronic attendance system for non-duty days or leave days. Absences should be entered in advance of the absence whenever possible, but in the event of emergency circumstances should be entered within 48 hours of the absence. Absences of three (3) or more consecutive days during student contact time requires the advance approval of the Superintendent, Superintendent Designee, or Supervisor and should be submitted as far in advance as possible.

Section 4. Sabbatical Leave:

Upon application, an administrator who has been employed for two years may be granted a sabbatical leave for one year for the purpose of professional growth. During said sabbatical leave, the administrator shall be considered to be in the employment of the school board and shall be paid 50 percent of his/her annual salary plus full related fringe benefits. The administrator, upon return from sabbatical leave, shall return for a period of two years. The administrator must sign an agreement to repay all monies advanced by the school board if the administrator does not return to ISD # 181 school system for two years.

Section 5. Family and Medical Leave Act (FMLA):

Directors and Assistant Directors shall be eligible for the Family and Medical Leave Act if they, their spouse, child or parent suffers from a serious health condition in which the employee is required to provide care. The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any “qualifying exigency” arising from the foreign deployment of the employee’s spouse, son, daughter, or parent with the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member’s spouse, son, daughter, parent or next of kin. The FMLA process will be subject to District policy and practice and in accordance with law.

ARTICLE VI: PROFESSIONAL DUES

The District will submit payment of professional dues for one organization for all covered Directors, Assistant Directors and Deans covered in this agreement. If that organization has local, state and national affiliation, the dues will be paid for all three. In addition, the district will pay for the Minnesota Board of School Administrators fee, as applicable, at actual cost not to exceed \$100 per year.

ARTICLE VII: SEVERANCE AND RETIREMENT

Section 1. Severance:

Payment for severance will be based on a Director, Assistant Director or Dean accumulating 12 days per year for each year of service up to a maximum accumulation of 120 days. This sum shall be paid per day pro- rated up to 120 days of accumulated experience upon retirement. Severance will be paid to an administrator with District ISD #181. The Director, Assistant Director or Dean must have a minimum of 5 consecutive years, be employed in a position as defined by this agreement with the District at the time of separation, at least 55 years of age and separate from service with the District through retirement or death. In case of death, payment shall be made within 60 calendar days. The retiree or his/her beneficiary shall be entitled to severance pay based on their accumulated experience at the rate of 12 days per year reflected in the following schedule.

Years of Employment in the District	Maximum Days 12 X No. of Years = Days X Rate = Amount	Daily Rate
5-9 years	Up to 108 days	\$400.00
10-15 Years	120 Maximum	\$420.00
16-20 Years	120 Maximum	\$440.00
21-25 Years	120Maximum	\$460.00
26-30 Years	120 Maximum	\$480.00

Severance will be paid into the Director, Assistant Director or Dean's retirement Health Reimbursement Arrangement (HRA) account and the District's cumulative total annual contributions toward a 403(b) shall be deducted from the total eligible severance amount. All lump sum payments will be made in July following the Director's, Assistant Director's or Dean's separation of service. Lump sum payments made by the district will not exceed current IRS limitations. Any amount in excess of an annual IRS limitation will be deferred to January of the following year.

Section 2. Eligibility

A Director, Assistant Director or Dean is eligible for retirement is defined as a person employed as an administrator at the time of retirement, at least 55 years of age, and 10 consecutive years of employment in the District at the time of retirement for medical, dental and life insurance and 5 consecutive years of employment in the District at the time of retirement for severance.

ARTICLE VIII: DEFERRED COMPENSATION

Section 1. Contribution:

The District shall contribute an amount equal to the Director, Assistant Director or Dean's contribution in a tax-deferred matching plan up to a maximum of \$2,500 per school year. Such a plan shall be approved and subject to application provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereof. District contributions toward a 403(b) shall be deducted from the total eligible accumulated days for the experience severance package.

Total District contribution toward individual administrative severance shall not exceed total dollars the individual is eligible for. The individual's severance eligibility is determined by the accumulation of days (12 days per year) , multiplied by the number of years of employment in the District, multiplied by the stated daily rate. The sum is the amount of severance an eligible administrator receives upon retirement or death.

The severance eligible administrator shall also receive all other stated administrative fringe benefits per Contract Agreement.

Constructive Receipt – employer pays tax if IRS finds there is constructive receipt. In the event that it is determined by the IRS that the retirement benefit listed in this section is constructively received by the individual employee in the year that the employee first becomes eligible to receive the benefit (and not in the year the person retires), the employer agrees to the following:

- A) The employer will withhold from the imputed income and transmit to the IRS the amount necessary to comply with normal tax withholding standards under IRS rules in the year that the income is constructively received.
- B) The remaining portion of the retirement benefit will be paid out in accordance with the terms of the agreement.

ARTICLE IX: SENIORITY

Section 1. Seniority:

Teacher seniority shall include years of employment in District # 181 as both a teacher and administrator; however only administrative years of employment in District # 181 counts toward the

administrative seniority list. A Dean of Students will earn seniority towards a Dean's position and a Dean's seniority will not transfer to the Director or Assistant Director Seniority list.

ARTICLE X: MILEAGE, TRAVEL AND CELL PHONE REIMBURSEMENT

Section 1. Mileage:

The District will pay for all professional in-district and out-of-district travel when a Director, Assistant Director or Dean uses their personal vehicle. This mileage will be reimbursed at the current IRS rate.

Section 2: Travel and Convention Reimbursement:

The District will pay for yearly state convention fees and Directors, Assistant Directors and Deans will be eligible to attend a national convention (within their specific organization) every 3 years in lieu of their annual state convention with prior approval from the Superintendent.

Section 3: Cell Phone Reimbursement:

The District will also reimburse (with appropriate receipts) \$50 per month cell phones with data plans that are owned by the employee and used for school purposes or the District will provide a cell phone for the employee to use for school purposes only.

ARTICLE XI: GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative:

The employee, administrator, or employer may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subdivision. 1. Extension: Time limits specified in this agreement may be extended by mutual agreement.

Subdivision 2. Days:

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subdivision 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subdivision. 4: Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing by the grievant to the office of the Superintendent of Schools and the exclusive representative, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within 15 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employer's designee.

Section 5. Adjustment of Grievance:

The employer and the employee shall attempt to adjust all grievances, which may arise during the course of the employment of any employee within the School District in the following manner:

Subdivision 1. Level I: If the grievance is not resolved through informal discussions, the employer's designee shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subdivision 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subdivision 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by it to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative, notify the parties of its intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. The School Board will have final authority on grievance determination as this unit does not have exclusive representation that would render the ability for arbitration through the Bureau of Mediation Services.

Section 7. Arbitration:

Due to the at-will nature of positions held within this agreement, arbitration procedures are not applicable.

ARTICLE XII: PLACEMENT ON SALARY SCHEDULE

Placement on the salary schedule for newly hired administrators shall be based on years of experience or as determined by the Superintendent, Superintendent Designee, or Supervisor and the newly hired administrator. The salary schedule for the July 1, 2021 to June 30, 2023 can be found in Appendix A.

Directors and Assistant Directors on a current corrective action plan will not be awarded a step increase. Any Administrators eligible for a salary schedule improvement will not receive this improvement until a successor Master Agreement has been ratified by both parties.

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

ISD #181 Directors, Assistant Directors and Deans Representatives

Independent School District No. 181 Representatives

By _____
Negotiator

By _____
School Board Chair

By _____
Negotiator

By _____
School Board Clerk

By _____
Superintendent of Schools

APPENDIX A: SALARY SCHEDULE

2021-2022

	Step 1	Step 2	Steps 3-4	Steps 5-6	Steps 7-8	Steps 9-10	Steps 11-13	Step 14+
Director of Teaching and Learning	\$127,279	\$129,899	\$132,945	\$136,064	\$139,259	\$142,531	\$143,926	\$145,336
Director of Community Education	\$110,483	\$112,993	\$115,563	\$118,195	\$120,889	\$123,648	\$124,855	\$126,074
Assistant Director of Community Education	\$105,114	\$107,565	\$110,076	\$112,647	\$115,279	\$117,975	\$119,126	\$120,288
Director of Activities	\$110,483	\$112,993	\$115,563	\$118,195	\$120,889	\$123,648	\$124,855	\$126,074
Assistant Director of Special Education	\$108,733	\$111,272	\$113,871	\$116,533	\$119,258	\$122,050	\$123,240	\$124,444
Assistant Director of Early Childhood Special Education	\$105,114	\$107,565	\$110,076	\$112,647	\$115,279	\$117,975	\$119,126	\$120,288
Director of Student Support Services and Equity	\$104,047	\$106,445	\$108,900	\$111,415	\$113,989	\$116,626	\$117,762	\$118,911
Director of Technology	\$104,047	\$106,445	\$108,900	\$111,415	\$113,989	\$116,626	\$117,762	\$118,911
Director of Buildings and Grounds	\$88,180	\$89,458	\$91,534	\$93,660	\$95,837	\$98,066	\$99,018	\$99,977
Director of Nutrition Services	\$88,180	\$89,458	\$91,534	\$93,660	\$95,837	\$98,066	\$99,018	\$99,977

2022-2023

	Step 1	Step 2	Steps 3-4	Steps 5-6	Steps 7-8	Steps 9-10	Steps 11-13	Step 14+
Director of Teaching and Learning	\$130,270	\$132,952	\$136,069	\$139,261	\$142,531	\$145,880	\$147,308	\$148,751
Director of Community Education	\$113,080	\$115,648	\$118,279	\$120,972	\$123,730	\$126,554	\$127,789	\$129,037
Assistant Director of Community Education	\$107,584	\$110,093	\$112,663	\$115,294	\$117,988	\$120,748	\$121,925	\$123,114
Director of Activities	\$113,080	\$115,648	\$118,279	\$120,972	\$123,730	\$126,554	\$127,789	\$129,037
Assistant Director of Special Education	\$111,288	\$113,887	\$116,547	\$119,271	\$122,061	\$124,918	\$126,137	\$127,369
Assistant Director of Early Childhood Special Education	\$107,584	\$110,093	\$112,663	\$115,294	\$117,988	\$120,748	\$121,925	\$123,114
Director of Student Support Services and Equity	\$106,492	\$108,947	\$111,459	\$114,033	\$116,668	\$119,366	\$120,529	\$121,705
Director of Technology	\$106,492	\$108,947	\$111,459	\$114,033	\$116,668	\$119,366	\$120,529	\$121,705
Director of Buildings and Grounds	\$90,252	\$91,560	\$93,685	\$95,862	\$98,089	\$100,370	\$101,344	\$102,327
Director of Nutrition Services	\$90,252	\$91,560	\$93,685	\$95,862	\$98,089	\$100,370	\$101,344	\$102,327

APPENDIX B: DEAN OF STUDENTS LEAVE OF ABSENCE

Section 1. Professional Leave:

Subdivision 1. Definition. At the beginning of each school year a Dean of Students shall be credited with 12 days of Professional Leave to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. All twelve professional leave days must be used before banked leave days can be accessed except under certain circumstances. Banked leave days may only be used for illness, FMLA or bereavement. Please refer to Subdivision 4 for use of these days.

Deans who experience an illness, injury or a FMLA leave that results in an absence for more than five (5) consecutive contract days will access their leave bank on the sixth (6th) consecutive day and beyond. The Dean must present a doctor's certification to invoke this clause. Under unusual circumstances and at the discretion of the Superintendent or his or her designee, deans who have already used their 12 days who have the death in the family may apply for consideration of bereavement leave. (See Article XI. Section 4.) If the Dean has no banked time accrued, the Superintendent may approve up to five (5) days without pay. The decision of the Superintendent in either of these conditions is final and not open to the grievance process.

Subdivision 2. Computation for Deans working less than a full school year. A Dean's Professional Leave shall be computed as follows: by multiplying the number of months the Dean has worked in the School District for this school year (a full year equaling 9 months) by one and one-fifth (specifically 1.33). Any fraction resulting shall be rounded off to the closest whole number. Unused professional leave may accumulate to a maximum of one hundred twenty (120) days per Dean (see Subdivision 4). If a Dean works part-time, those days are recorded based on their part-time status. If, at some point, the Dean becomes full-time, banked days need to be adjusted accordingly.

Deans shall be given a credit of 5 days placed into their leave bank at the beginning of each of their first 3 years with the District.

Subdivision 3. Application. Professional leave shall be approved only upon submission of a professional leave request setting out the dates claimed for professional leave to the Human Resources office through the communicated mechanism with final approval by the Superintendent or his/her Designee. Dates claimed are considered used once the date claimed has passed. Leave requests are to be made prior to the requested day but not before July 15 of each fiscal year, as directed by the District, except in case of an emergency. In cases where professional leave is used because of a personal or family illness, the leave request shall be submitted to the Human Resources office by the Dean of Students as a matter of responsibility immediately following the absence.

When accessing less than 1.0 day of professional leave, Deans may request professional leave to be used in increments of 1.0 clock hour. A minimum of 1.0 hour of professional leave must be taken. Actual time absent from work during a single contract day shall be rounded up to the nearest increment (1.0 clock hour) as listed above. If PTO is accessed adjacent to duty free lunch, the PTO deduction must accurately reflect time the Dean is unavailable and/or away from the building.

Subdivision 4. Use of Accumulated Banked Time.

Use of banked leave is leave with pay which shall be allowed by the School Board whenever a Dean's absence on duty days is found to have been due to illness, injury or disability which prevents the Dean's attendance at school, and the Dean has already used at least five days of his/her professional leave in the given school year. Use of this leave includes illness or disability caused or contributed to by

pregnancy or child birth, and may also be used for any illness or injury of an employee's child as defined in Minnesota Statute 181.940 and 181.9413. The School District may require a Dean to furnish satisfactory evidence that absence was by reason of illness or injury or disability, which prevented his or her attendance at school and performance of duties on that day or days. A certificate from a qualified physician stating that the Dean's absence was due to illness or disability may be required as seen necessary by the School District. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of professional leave taken under this provision must be used simultaneously with any period of leave for which the Dean is eligible under the Family Medical Leave Act.

Subdivision 5. Days Used in Excess of Allowance.

A Dean shall be credited with twelve (12) days professional leave at the beginning of each school year. If not used during the school year, this leave will be added to their accumulated leave bank. At the end of the school year, a maximum of one hundred twenty (120) days of leave will be carried forward to the next year. For each day of professional leave used but not accumulated, the Dean shall either have a day's pay deducted from salary by the School District or the Dean shall reimburse the School District a day's pay. Any deduct time must be preapproved by the Superintendent or his/her designee.

a.) In the event of resignation, termination or discharge of a Dean to whom professional leave has been advanced in excess of that accumulated, the Dean is required to refund the amount paid for the period of such excess. Accumulated professional leave will be forfeited by the Dean upon resignation, termination or discharge.

Subdivision 6. Unused Leave and Banked Time Over 120 Days.

Unused professional leave days shall be credited to the Dean's banked time on a one day of unused professional leave for one day of banked leave. If, however, the Dean's banked time at the end of the school year is in excess of 120 days, Deans shall, at the end of the school year, be compensated at the rate of \$120 per day or \$15 per hour. This payment will be made into a Health Reimbursement Account. This payment shall be made prior to the end of the fiscal/contract year. The total number of days in the bank shall not be more than 120 days going into the new school year. At the start of 2018-19, employees who are above the 120-day maximum shall retain their leave bank days subject to a diminishing cap based on utilization. Refer to the Implementation MOU for any Dean that had more than 120 days accumulated when the Professional Leave Bank went into effect. In regards to hourly rate Deans, professional leave must be taken for the total hours of the individually assigned daily teaching sessions. Unused professional leave may accumulate up to 700 hours into a leave bank. If an hourly Dean's banked time at the end of the school year is in excess of 700 hours, hourly Deans shall, at the end of the school year, be compensated at the rate of \$16/hour. This payment will be made into an HRA.

Subdivision 7. Limit.

The number of Deans on professional leave at any time shall not exceed ten percent (10%) of the total FTEs Deans in each school building. Deans who are taking Maternity Leave shall not be counted in the ten percent (10%); however, all Deans on Maternity Leave must use all Professional Leave before accessing leave without pay. The maximum number of staff who can be out for voluntary professional leave at each building shall be emailed out to each building rep, principal, and EMB leadership at the beginning of school, each year.

Subdivision 8. Prohibitions.

The use of professional leave is at the discretion of the Dean; provided, however, professional leave shall not be used on parent-Dean conference days, the first or last student contact week of the school year, or pre-school workshop days in the building to which that Dean is assigned, unless the school board has changed such days from those originally set in the school calendar to make up days lost by reason of inclement weather or other good cause.

EMB recognizes that it is the Dean's professional responsibility to be present in the classroom on these days. The Superintendent, on rare occasions, may grant leave upon written request by the Dean.

Deans shall not make request in excess of five consecutive leave days to their immediate supervisor. On rare occasions, Deans may make a written request to the Superintendent for permission to use in excess of five days of consecutive professional leave. Final approval is subject to the Superintendent's approval. Each request shall stand on its own merit and shall not establish past practice.

Section 2. Application for Long Term Disability Insurance Benefits.

Subdivision 1. Application.

Deans on disability leave who have met the requirements of the qualifying period for benefits under the long-term disability insurance coverage carried by the School District shall make prompt application for such benefits.

Subdivision 2. Qualifications.

On qualifying for disability insurance benefits and notification thereof, the Dean shall be placed on an unpaid medical leave of absence and all salary payments and disability leave payments shall cease; provided, however, that any salary accrued but not yet paid to the Dean shall be paid.

Subdivision 3. Retention of Unused Leave.

A Dean on unpaid medical leave shall retain his or her unused accumulated banked leave and may continue the insurance fringe benefits at his or her own expense.

Subdivision 4. Notification.

The School District shall notify the insurance carrier of any Dean who is on leave of absence due to personal illness or disability for more than sixty (60) days.

Section 3. Bereavement.

Leave for bereavement shall be allowed for death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or employee's spouse, or other relatives living in the same household of the employee. (See Article XI. Section 2. Subdivision 1.B)

Deans can access their banked days and/or Professional Time Off (PTO). Deduct time may be considered subject to the Superintendent's discretion, if no paid leave is available. A maximum of five (5) leave days may be used per bereavement request utilizing professional leave and/or banked days. Additional days may be granted at the Superintendent's discretion. The Superintendent's decision is not subject to the grievance procedure.

Section 4. Jury Duty Leave

Subdivision 1. Purpose.

Deans shall be granted leave for those days the Dean is required to serve on jury duty.

Subdivision 2. Assignment.

Jury duty is with pay for each day the Dean would otherwise be on duty at school, but any sums

paid to the Dean for jury duty on such days (exclusive of mileage allowance) shall be assigned by the Dean to the School District.

Section 5. Civic Duty Leave.

Subdivision 1. Purpose.

Any Dean subpoenaed for job related reasons to appear before any agency, commission, board, legislative committee, arbitrator or court during the regular work day shall be provided leave with pay for each day or part thereof on which the Dean is required to be absent. The Dean shall notify the School District of the date of pending absence as soon as possible after receipt of the subpoena but in no event later than two (2) days prior to the date of absence.

Subdivision 2. Reimbursement.

The Dean shall reimburse the School District any remuneration that may be received by the Dean up to the amount of the per diem salary received during such absence, but the Dean shall retain any mileage or meal expense reimbursement and any remuneration in excess of the Deans per diem salary.