

AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT NO. 194
8670 210th Street West
Lakeville, Minnesota 55044**

and

**LAKEVILLE ASSOCIATION OF
SCHOOL ADMINISTRATORS**

**2016-17
2017-18**

INDEX

ARTICLE I	PURPOSE	
Section 1.	Parties	1
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	
Section 1.	Recognition	1
Section 2.	Appropriate Unit	1
ARTICLE III	DEFINITIONS	
Section 1.	Terms and Conditions of Employment	1
Section 2.	Administrator	1
Section 3.	School District	1
Section 4.	Administrator or Employee	1
Section 5.	Other Terms	1
ARTICLE IV	SCHOOL DISTRICT RIGHTS	
Section 1.	Inherent Managerial Rights	2
Section 2.	Management Responsibilities	2
Section 3.	Effect of Laws, Rules and Regulations	2
Section 4.	Reservation of Managerial Rights	2
ARTICLE V	ADMINISTRATOR AND ASSOCIATION RIGHTS	
Section 1.	Right to Views	2
Section 2.	Right to Join	2
Section 3.	Request for Dues Check-Off	3
Section 4.	Fair Share Fee	3
Section 5.	Personnel Files	3
Section 6.	Meet and Confer	3
Section 7.	Exclusive Right	3
Section 8.	Seniority Rights	3
ARTICLE VI	DUTY YEAR AND COMPENSATION	
Section 1.	Holidays	4
Section 2.	Work Stoppage	4
Section 3.	Status of Salary	4
Section 4.	Payroll Deduction	4
Section 5.	Summer School and Extended Duty	4
Section 6.	Professional Dues	4
Section 7.	Contract Period	5
Section 8.	Mileage Allowance	5
Section 9.	Non-Duty Days	5
Section 10.	Doctoral Degree Stipend	5
Section 11.	Professional Improvement	5

ARTICLE VII	GROUP INSURANCE	
Section 1.	Insurance Coverage	5
Section 2.	Claims Against the School District	6
Section 3.	Liability Insurance	6
Section 4.	Physical Exam	6
ARTICLE VIII	LEAVES OF ABSENCE	
Section 1.	Sick Leave	6
Section 2.	Workers' Compensation	7
Section 3.	Bereavement Leave	7
Section 4.	Personal Leaves	7
Section 5.	Military Leave	7
Section 6.	Sabbatical Leave	7
Section 7.	Jury Service	7
Section 8.	Medical Leave	7
Section 9.	Child Care Leave	8
Section 10.	Insurance Application	9
Section 11.	Credit	9
Section 12.	Eligibility	9
Section 13.	Seniority	10
Section 14.	Return Notification	10
Section 15.	Catastrophic Voluntary Sick Leave Pool	10
ARTICLE IX	EARLY RETIREMENT/ SEVERANCE	
Section 1.	Early Retirement	10
Section 2.	Severance Pay	12
ARTICLE X	TAX DEFERRED MATCHING CONTRIBUTION PLAN	
Section 1.		12
Section 2.		12
Section 3.		13
Section 4.		13
Section 5.		13
Section 6.		13
Section 7.		13
ARTICLE XI	MISCELLANEOUS	
Section 1.	Copies of this Agreement	13
Section 2.	Conventions	13
Section 3.	Individual Contract	14
ARTICLE XII	PUBLIC OBLIGATION	
Section 1.		14
Section 2.		14

ARTICLE XIII	GRIEVANCE PROCEDURE	
Section 1.	Grievance Definition	14
Section 2.	Representative	14
Section 3.	Definitions and Interpretation	14
Section 4.	Time Limitation and Waiver	15
Section 5.	Adjustments of Grievance	15
Section 6.	School Board Review	15
Section 7.	Denial of Grievance	15
Section 8.	Arbitration Procedures	15
Section 9.	Rights of Administrators to Participate	17
Section 10.	Processing of Grievance	17
ARTICLE XIV	DURATION	
Section 1.	Terms and Reopening Negotiations	17
Section 2.	Effect	17
Section 3.	Finality	17
Section 4.	Severability	17
ARTICLE XV	SALARY	
Section 1.	Salary Schedule	18
Section 2.	Salary Schedule Placement	18
Section 3.	41 and 42 Week Dean of Students	18
SALARY SCHEDULE		19
SIGNATURE PAGE		20
MEMORANDUM OF UNDERSTANDING		21

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 194 Lakeville, Minnesota, hereinafter referred to as the School District, and the Lakeville Association of School 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 P.E.L.R.A., to provide the terms and conditions of employment for administrators defined as members of this unit during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. the School District recognizes Lakeville Association of School Administrators as the exclusive representative of administrators defined as members of this unit employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

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

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. The terms in both cases are subject to the provisions of M.S. 179A.01 regarding the rights of public employers and the scope of negotiations.

Section 2. Administrator: The term "administrator" shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the State of Minnesota and who comply with the provisions of M.S. 179A.03, Subd. 12.

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Administrator or Employee: Reference to administrator or employee in this Agreement shall mean a member of the appropriate unit.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Association 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, except insofar as such matters are delegated in this Agreement.

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees 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 lawful School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation 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 lawful and not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School Board, all employees covered by 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 State Board of Education, 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 School District rights and duties shall not be deemed to exclude other inherent management rights and management functions of public employers not expressly reserved herein, and all such management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V

ADMINISTRATOR AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to M.S. 179A.06, Subd. 1. nothing contained in this Agreement shall be construed to limit, impair or affect the right of any administrator or ones representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so 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 Association.

Section 2. Right to Join: Administrators shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check-Off: The exclusive representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check-off pursuant to M.S. 179A.06, Subd. 6. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in six equal installments, from the second paycheck of the month, October 31 through March 31.

Section 4. Fair Share Fee:

Subd. 1. Pursuant to M.S. 179A.06, Subd. 2, any administrator included in the appropriate unit who is not a member of the Association may be required by the Association to continue a fair share fee for services rendered as the exclusive representative. Implementation shall be in accordance with the provisions of the P.E.L.R.A.

Subd. 2. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions, or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 5. Personnel Files: Administrators shall have the rights relating to their personnel file as provided in M.S. 122A.40, as amended.

Section 6. Meet and Confer: The Association shall have the right to meet and confer with the School District pursuant to M.S. 179A.06, Subd. 4 regarding matters not specified under M.S. 179.63, Subd. 18.

Section 7. Exclusive Right: The employer shall not negotiate with any administrator or group of administrators other than the Lakeville Association of School Administrators so long as said organization is the duly authorized exclusive representative of the administrators of this District.

Section 8. Seniority Rights: For purposes of reassignment or placement on unrequested leave of absence as a principal or interim principal, seniority will be based upon the date of hire as a principal within the LASA bargaining unit. If two or more principals have the same hire date, the principal with the lowest file folder number on file with the Minnesota Department of Education will be deemed to have more seniority.

For purposes of reassignment or placement on unrequested leave of absence as a dean/assistant principal or interim dean/assistant principal, seniority will be based upon the date of hire as a dean/assistant principal within the LASA bargaining unit. If two or more dean/assistant principals have the same hire date, the dean/assistant principal with the lowest file folder number on file with the Minnesota Department of Education will be deemed to have more seniority.

In the event of the discontinuation of a principal position, the least senior principal may "bump" the least senior dean/assistant principal and retain his or her original seniority date of hire as a principal in the dean category. In the event of the discontinuation of a dean/assistant principal position, the least senior dean/assistant principal may not "bump" into the principal category for assignment as a principal.

Principals and deans/assistant principals retain their school district teacher seniority based upon the date they were hired as a licensed employee.

ARTICLE VI

DUTY YEAR AND COMPENSATION

Section 1. Holidays: All regular administrators shall be entitled to the following eleven (11) paid holidays:

1. Day before New Year's Day
2. New Year's Day
3. Presidents' Day
4. Friday of Easter Week
5. Memorial Day
6. July 4th
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day

Any holiday as outlined herein that falls within an administrator's non-duty period shall not be counted as a non-duty day. Any holiday falling on a Saturday shall be taken on the preceding Friday. Any holiday falling on Sunday shall be taken on the following Monday. Presidents' Day holiday shall be taken only if school is not in session.

Section 2. Work Stoppage: In the event that a teachers' strike should require additional work days beyond the administrators' duty year, the administrators will be paid for said additional days on a pro-rata basis in accordance with each administrator's annual salary.

Section 3. Status of Salary: If negotiations for a successor contract are not completed at the commencement of the next contract year, an administrator shall be compensated according to the last individual contract executed between administrator and the School District until such time that a successor agreement is executed.

Section 4. Payroll Deduction: In the event that an administrator is absent without paid leave and a pay deduction is to be made for such absence, the administrator will be deducted for those days on a per diem basis in accordance with placement on the pay scale.

Section 5. Summer School and Extended Duty:

Subd 1. Summer School may be assigned by the superintendent on a shared basis involving two or more administrators. In the event the summer school assignment exceeds the normal contract period the administrator shall be compensated on a pro rata to annual salary basis.

Subd. 2. The superintendent may extend the duty year of an administrator at his/her discretion. Such an extension of the duty year shall be approved in advance and be compensated on a pro rata basis to annual salary.

Section 6. Professional Dues: The School District shall participate in payment of professional organization dues in an amount not to exceed the combined annual dues of MESPA/NAESP or MASSP/NASSP per individual per year. The District shall provide up to \$100 for participation in other professional organizations that have the approval of the Superintendent or designee.

Section 7. Contract Period: The contract period for school administrators shall be as set forth in Article XV, except as otherwise modified by School Board action pursuant to Minnesota Statute 122A.40.

Section 8. Mileage Allowance: Administrators required to use their own automobile in the performance of their duties shall be reimbursed at the rate as established by Board policy and in accordance with Business Office procedures.

Section 9. Non-Duty Days: All contracted work will be performed during the contractual year, July 1 through June 30. Duty day assignments will be presented to the Superintendent by each building principal for approval. All non-duty days must be used by October 31 of the succeeding contract year.

Section 10. Doctoral Degree Stipend: An annual stipend of \$1,000 shall be added to the base salary of members of the unit who have attained an earned doctoral degree.

Section 11. Professional Improvement: The School District shall pay the tuition fee for nine (9) quarter or six (6) semester graduate credits annually. These credits must be in the major field and have the pre-approval of the Superintendent or designee.

ARTICLE VII

GROUP INSURANCE

Section 1. Insurance Coverage: Employee group insurance covering the areas of health insurance, dental insurance, term life insurance, and income protection insurance, shall be provided by the School District. The District shall pay the full cost of the aforementioned insurance programs, with the exception of health insurance.

- a. Health insurance will be provided by the District, with District contributions up to the following amounts (dependent on the plan chosen):

2016-17:

Single: up to \$590.76/month

E+1: up to \$1293.78/month

Family: up to \$1571.44/month

The District shall share equally any increase of insurance premium costs (50% to District contribution, 50% to employee contribution). Employees who select the Comprehensive Major Medical plan will be eligible to receive payment to an HRA account equal to the difference in District contributions for this plan and the Health Partners \$20 Co-pay Plan. Employee contributions will be made through payroll deduction (Section 125 Plan).

- b. Term life insurance coverage in the amount of \$100,000 for each employee.
- c. Long-term disability insurance with disability coverage equal to 66 2/3% of basic salary.
- d. Family dental insurance coverage.

Section 2. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any administrator for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further 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 an insurance carrier, except as noted in this Agreement.

Section 3. Liability Insurance: The School District shall, during the term of this Agreement, continue in effect the following insurance coverage for administrators:

- a. Excess automobile liability coverage.
- b. General Tort Liability coverage.
- c. Error and omission insurance.

Section 4. Physical Exam: The District shall pay for the cost of a bi-annual physical examination not paid by the health/hospitalization insurance.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. A full-time administrator shall earn sick leave at the rate of 15 days for each year of service in the employ of the School District. The School District shall recognize and accept total days of sick leave accumulated by each individual administrator at the time this Agreement is ratified.

Subd. 2. Unused sick leave days may accumulate to a maximum of 140 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an administrator's absence is found to have been due to illness and/or disability which prevented attendance at school and performances of duties on that day or days.

Subd. 4. The School District may require an administrator to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the administrator will be so advised.

Subd. 5. Sick leave allowed shall be deducted from accrued sick leave days earned by the administrator.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form.

Section 2. Worker's Compensation: An administrator receiving compensation under the Worker's Compensation Act may elect to apply accumulated sick leave credits in order to make up the difference between the worker's compensation payments and such administrator's salary. Deductions from sick leave will be made on a prorated basis according to the additional payments to the administrator. In no event shall the additional compensation paid to the administrator result in the payment of total daily, weekly, or monthly compensation in excess of such administrator's salary.

Section 3. Bereavement Leave: Up to five (5) days of sick leave shall be granted for death in the immediate family. The particular number of days shall be subject to the discretion of the Superintendent. The immediate family shall be defined to mean: spouse, child, parents, siblings, grandparents, grandchildren, parents-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Funeral leave for close friends may be approved through mutual agreement of the Superintendent and the administrators.

Section 4. Personal Leaves: Leaves for legal business, emergencies, and family reasons may be granted as recommended by the employee's immediate supervisor and as approved by the Superintendent or designee.

Section 5. Military Leave: Military leave shall be granted by the School Board pursuant to applicable state and federal law.

Section 6. Sabbatical Leave: There shall be an opportunity for one administrator per year to receive sabbatical leave under the following provisions:

- a. After four years of administrative experience in this District, an administrator will be eligible for requesting sabbatical leave.
- b. Applications must be received by the Superintendent on or before February 1st preceding the school year for which leave is requested. Granting of sabbatical leave shall be at the discretion of the School Board.
- c. Sabbatical leave may be granted for advanced study within the administrative field of the person on leave, or another administrative field of specialization as approved by the Superintendent.
- d. An administrator on leave shall receive 50% of salary of one's most recent year of employment. All fringe benefits, as provided by the conditions of employment agreement for the administrators' group, will remain in effect during the year of leave.
- e. An administrator may be granted a sabbatical leave only once by the District.
- f. When leave is granted, the administrator shall return to this system for at least two years. In the event that this provision is not complied with, the individual must repay the School District the same 50% of basic salary he/she received while on leave, or a prorated amount if the administrator returns for only a portion of the two year period.

Section 7. Jury Service: An administrator who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 8. Medical Leave:

Subd. 1. A continuing contract administrator who is unable to work because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one year. The School District may, in its discretion, renew such a leave.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume ones normal responsibilities.

Subd. 3. An eligible administrator shall be granted up to twelve (12) weeks of unpaid leave for events which qualify under the Family and Medical Leave Act. Qualifying events include: birth of a child or placement for adoption or foster care; to provide care for the administrator's spouse, child, or parent who has a serious medical condition.

Section 9. Child Care Leave:

Subd. 1. An administrator shall be granted a child care leave of absence according to the procedures outlined in this section. This leave shall be granted to one (1) parent of a newborn child provided such parent is caring for the child on a full-time basis.

Subd. 2. A pregnant administrator shall notify the Superintendent in writing not later than the end of the fifth month of pregnancy, and also at such time provide a physician's statement indicating the estimated date of delivery of the child. A male administrator shall make a request for such leave not less than one hundred twenty (120) days in advance of usage. The administrator shall submit a written request to the Superintendent for child care leave, including commencement date and return date. If the reason for the child care leave is occasioned by pregnancy, an "administrator" may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an administrator shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant administrator will also provide at the time of the leave application a statement from the physician indicating the expected date of delivery. Once a child care leave commences pursuant to this section, an administrator shall not be eligible for sick leave pursuant to Section 1. hereof. Child care leave may be taken immediately at the conclusion of sick leave.

Subd. 3. The effective commencement date of such leave and its duration shall be submitted by the Superintendent to the School Board for its action. In recommending the date of such leave, the Superintendent shall take into consideration the following factor:

- a. The continuity of the instructional program including the commencement and termination of a school term or marking period and other natural breaks in the instructional program including winter and spring vacations.

Subd. 4. In making a determination under Subd. 3. concerning the commencement and termination of a child care leave of absence, or resignation if the administrator so elects to resign, the School Board shall not, in any event, be required to:

- a. Grant any leave more than 12 months in duration; i.e., a combination of sick leave and child care leave. However, the School Board at its discretion may grant an additional three months for the health of the administrator or newborn child.
- b. Permit the administrator to return to his/her employment prior to the date designated in the request for a child care leave. However, the School Board at its discretion may permit the administrator to return at an earlier date.

Subd. 5. When a child care leave is granted by the School Board pursuant to this policy, the School Board shall notify the administrator in writing of this action.

Subd. 6. An administrator returning from child care leave shall be re-employed in a position for which the administrator is qualified commensurate with a position he/she occupied prior to the leave, subject to the following condition:

a. That the position has not been abolished pursuant to M.S. 122A.

Subd. 7. Failure of the administrator to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.

Subd. 8. The applicable periods of probation for administrators as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an administrator's performance; therefore, the period of time when the administrator is on child care leave shall not be counted in determining the completion of the probationary period and such probationary period shall be extended for the period taken for child care leave.

Subd. 9. An administrator who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The administrator shall not accrue additional experience credit or leave time during the period of absence for child care leave unless he/she has served at least one hundred (100) work days of the school year, upon which, he/she shall be placed on the next higher step.

Subd. 10. An administrator on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium commencing with the beginning of the child care leave, for such insurance programs the administrator wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the administrator does not return to the District pursuant to this section.

Subd. 11. Any child care leave of absence granted under this section shall be a leave without pay.

Subd. 12. Administrators who have completed a minimum of one year of service in this School District are eligible for adoption leave. Upon learning of the date of adoption, the administrator shall submit a written application for adoption leave to the Board. Such application shall include a commencement date and return date. Adoption leave shall commence on the date of adoption, or two weeks before commencement date of adoption, and may be for a period up to 15 months. The provisions stated in Section 3, Subd. 6, 7, 8, 9, 10, and 11 shall also apply to any administrator who is granted an adoption leave.

Section 10. Insurance Application: An administrator on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The administrator shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 11. Credit: An administrator who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which were accrued at the time the leave began. No credit shall accrue for the period of time that an administrator was on unpaid leave.

Section 12. Eligibility: Leave benefits provided in this Article shall apply only to full-time administrators as defined in Article III of this Agreement.

Section 13. Seniority: For purposes of seniority standing as a School District employee on the District's seniority list for licensed (certified) employees, an administrator on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

Section 14. Return Notification: Administrators on any leave of absence must notify the Superintendent in writing of their intention to return to employment or must resign by February 1 of the year of their leave.

Section 15. Catastrophic Voluntary Sick Leave Pool: Administrators may, on a voluntary basis, donate a maximum of five (5) days of their accumulated sick leave to another administrator who has exhausted his/her accumulated sick leave, but is not yet eligible for LTD benefits, pursuant to the following conditions:

Subd. 1. It is the disabled administrator's responsibility to report to a designated official of the exclusive representative, the number of sick days needed to carry the administrator to the threshold of eligibility for LTD benefits.

Subd. 2. Administrators shall indicate, on a form provided by the exclusive representative, the number of days to be donated to the incapacitated administrator.

Subd. 3. The exclusive representative shall forward these forms to the appropriate district official, who shall make the necessary changes in accumulated sick leave.

Subd. 4. In no instance, shall the incapacitated administrator be allowed to use donated sick leave days once the administrator has qualified for LTD.

Subd. 5. An incapacitated administrator who requests sick leave donations shall not have access to the grievance procedure. All donations are strictly voluntary on the part of individual administrators. The district's sole responsibility is to monitor and record changes in accumulated sick leave.

Subd. 6. In the year that the administrator reaches the Rule of 90 only, no more than fifteen days shall be deducted from accumulated sick leave for severance benefit calculation purposes in the event this provision is exercised. This subdivision will not apply in any year other than the year Rule of 90 is reached.

ARTICLE IX

EARLY RETIREMENT / SEVERANCE

Section 1. Early Retirement:

Subd. 1. Eligibility. Full-time administrators who have completed at least ten (10) years of continuous service within the School District who are least fifty-five (55) years of age are eligible for payment pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. The rights and benefits outlined in Article IX are deemed to fully vest in the administrator on the first day of retirement. The School District acknowledges and recognizes that the administrator is reasonably relying on receiving all benefits set forth in Article

IX. The School District further acknowledges and recognizes that nothing in this Agreement or in the bargaining history will be interpreted to adversely affect the administrator's right to receive the full and total benefit outlined in Article IX. Any administrator discharged for cause by the School District shall not be eligible for payment under this provision.

Subd. 2. Number of Days. An eligible administrator shall receive a payment for unused sick leave. The amount of payment shall be determined by multiplying the administrator's daily rate of pay by the number of unused accumulated sick leave days. In no event shall the amount exceed one hundred forty (140) unused sick leave days.

Up to forty (40) days of sick leave may be provided to an administrator from other administrators (maximum of two (2) days per contributing administrator) if the retiring administrator has qualified for long-term disability insurance within the five-year period immediately preceding the retirement date. This process will be coordinated by the Human Resources department, with assistance provided by the LASA president.

Subd. 3. Daily Rate of Pay. In applying these provisions, an administrator's daily rate of pay shall be the daily rate of the salary listed in the contract at the time of retirement. Total severance is not to exceed one year's salary.

Section 1, Subd. 1-3 does not apply to administrators hired after June 30, 2012.

Subd. 4. Health Reimbursement Arrangement. LASA agrees to participate in the District sponsored Health Reimbursement Arrangement (HRA) enacted by the District. Such plan will be in accordance with Internal Revenue Service Guidelines for Health Reimbursement Arrangements, IRS Publication 502, Internal Revenue Code (the "Code") Sections 213(d), 105 and 106 as described in Revenue Ruling 2002-41 and IRS Notice 2002-45. For eligible administrators, the entire amount of early retirement and severance payments will be placed in the Health Reimbursement Arrangement.

Subd. 5. Insurance Options

- a. An administrator, upon early retirement from the District, will retain family medical, family dental and life insurance benefits at the expense of the District until such time as the administrator becomes eligible for Medicare.
- b. In case the administrator dies before becoming eligible for Medicare, the administrator's spouse and dependent children will retain family medical and family dental group insurance benefits at the expense of the District until such time the administrator would have qualified for Medicare. The spouse and dependent children may also continue to participate in the medical insurance plan after the deceased administrator would have qualified for Medicare and until the spouse becomes eligible for Medicare; however, the spouse shall pay the entire amount of the insurance premium.

Section 1, Subd. 5 does not apply to administrators hired after June 30, 2012. A new post-employment benefit shall take its place and operate as follows:

1. The District shall contribute \$13,500 per year, on a cumulative basis, into a Health Reimbursement Arrangement (HRA). Contributions will be made annually through the 10th year of employment with the District, for a total District maximum contribution of \$135,000.

2. The funds contributed by the District and placed in an HRA account for administrators hired after June 30, 2012, shall not be vested until completion of ten (10) years of continuous service with the District. Upon an administrator's termination of employment with the District, any funds that have not vested shall revert back to the District.

3. The District shall retain control of any funds contributed into an HRA on behalf of the administrator until those funds have vested (i.e., until 10 years of continuous service in the District have been completed). The District shall remain responsible to invest any funds and pay any associated fees until the funds vest with the administrator, at which point those responsibilities shall be transferred to the administrator.

Section 2. Severance Pay:

Subd. 1. Eligibility. Full-time administrators who have completed fifteen (15) years of continuous service within the School District and who were employed as an administrator prior to July 1, 2012, shall be eligible to receive fifty-five (55) days pay upon submission of a written resignation accepted by the School Board.

Severance Pay Schedule

15-16 years -	55 days
17-18 years -	65 days
19-20 years -	75 days
21+ years -	90 days

Eligibility conditions include: the administrator may not be discharged for cause to receive the severance. The administrator must meet the "continuous service" standard, which is deemed as any licensed employment within I.S.D. No. 194.

An administrator who has completed (21) years of continuous service within the School District shall be eligible to receive ninety (90) days pay, under the same eligibility conditions outlined in this section. The School District interprets "continuous service" as any licensed employment within Independent School District 194.

Subd. 2. Severance Pay Calculation. Severance pay shall be calculated multiplying the administrator's daily rate of pay at the time of resignation times the appropriate number of days. Severance pay shall be deposited in the Special Pay Deferral Plan Health Reimbursement Arrangement as described in Section 1, Subd. 4.

ARTICLE X

TAX DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. The school district shall contribute an amount equal to the administrator's contribution in a tax-deferred matching contribution plan up to a maximum of 4% of the administrator's annual salary.

Section 2. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.

Section 3. The school district contribution is not payable unless the administrator authorizes a matching salary reduction.

Section 4. An administrator working less than full-time shall be eligible for a prorated school district contribution provided the employee authorized salary reduction of an equivalent amount paid to the plan for the same period.

Section 5. The school district contribution and matching administrator contribution will be made to a state-approved company of the administrator's choice. It shall be the responsibility of the administrator to make all arrangements required by the vendor to insure that proper payment is made by the school district. The district shall make payment to the employee's selected company bi-monthly.

Section 6. Administrator participation in the plan shall be voluntary.

Section 7. The administrator's matching fund contribution shall be deducted from any early retirement incentive payment for which the employee may be eligible under the Early Retirement Incentive article of this Agreement.

ARTICLE XI

MISCELLANEOUS

Section 1. Copies of this Agreement: Copies of this Agreement shall be reproduced at the expense of the School District after the Agreement is signed, and shall be presented to all administrators now employed or hereafter employed or offered employment by the School District. Further, the District shall furnish five (5) copies of this Agreement to the Association for its use.

Section 2. Conventions: Expense Allowance - an attendee shall submit to the School District an itemized accounting of expenses incurred upon the return from a meeting. Only actual expenses in each area listed below shall be allowed:

- a. Registration fees and room accommodation.
- b. Transportation expense shall be reimbursed for auto travel at regular School District mileage rate and for rail or air travel on basis of commercial tourist class rate. Regardless of mode of transportation, amount of reimbursement shall not exceed actual cost or commercial airfare tourist rate, whichever is less.
- c. Meal allowance shall generally conform to guidelines established for State of Minnesota employees. Exceptions to this policy because of unusual circumstances may be authorized by the Superintendent.

Subd. 1. Convention attendance must in all cases receive prior approval by the Superintendent.

Subd. 2. Opportunity shall be provided to building principals to attend a national educational meeting of their choice twice within a four-year period. In the event of a convention being of special significance to the District, the Superintendent may approve attendance beyond the limitation set forth above. The individual not attending a national meeting on a given year may attend a regional meeting.

Subd. 3. Opportunity shall be provided to building assistant principals and full-time deans, to attend a national education meeting of their choice once every two years. The individual not attending a national meeting on a given year may attend a regional meeting.

Subd. 4. An administrator may attend a national or regional meeting at their own expense during the year when expenses are not covered by the District.

Section 3. Individual Contract: Individual contracts or letters of assignment shall be issued to each administrator in accordance with applicable laws.

ARTICLE XII

PUBLIC OBLIGATION

Section 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. The exclusive representative agrees, therefore, that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike or unfair labor practice as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an administrator, resulting in a dispute or disagreement between the administrator and the School District as to the interpretation or application of terms and conditions contained in this Agreement. Where the singular use of the word administrator is used, the plural of administrators may be substituted where applicable.

Section 2. Representative: The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on her/his behalf.

Section 3. Definitions and Interpretation:

Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 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.

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty (30) days after the date of the first 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 periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the administrator and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the administrator shall attempt to adjust all grievances which may arise during the course of employment of any administrator within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the Superintendent or his/her designee shall give written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, 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 I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty 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 Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render a written decision to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decisions issued under Level I of this procedure provided the School Board or its representative notify the parties of its intentions to review within ten 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.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the administrator may appeal it to the next level. However, the Board shall then render a written decision to the parties involved.

Section 8. Arbitration Procedures: In the event that the administrator and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Level II of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to M.S. 179A.06, subd. 4, provided such request is made with twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator, or failure to request an arbitrator from the BMS within the time period provided herein, shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information.

- a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment, forward to the arbitrator, with a copy to the other party, the submission of the grievance which shall include the following:
 1. The issues involved.
 2. Statement of the facts.
 3. Position of the grievant.
 4. The written documents relating to Section 5, Article XII, of the grievance procedure.
- b. The party responding to the petition shall make a similar submission of information relating to the grievance within five days of receipt of the appealing parties submission and shall provide the appealing party a copy of its submission.

Subd. 5. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral and written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing de novo.

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, the limitation of arbitration decisions as provided by in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented by the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure extend to matters of inherent managerial policy, which shall

include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Rights of Administrators to Participate: No reprisals of any kind will be taken by the Board or the school administration against any administrator because of his/her participation in this grievance procedure.

Section 10. Processing of Grievance: All grievances, whether Levels I or II, shall be heard outside of the school day, subject only to the discretion of the arbitrator, or at such time as determined by the School Board or its designated representatives. In the event the grievance shall be processed during the basic school day, there shall be no loss in wages and this shall involve no more than three persons, including the grievant's representative, in any grievance whether involving one or more grievant.

ARTICLE XIV

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2018, and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, an administrator shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2018, it shall give written notice of such intent no later than May 1, 2018, including complete language and detail of proposed changes. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the administrators of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment, inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

ARTICLE XV

SALARY

Section 1. Salary Schedule: See salary schedule.

Section 2. Salary Schedule Placement: The placement of new administrative staff on the schedule shall be at the discretion of the Superintendent.

Section 3. 41 and 42 Week Dean of Students: The LASA salary schedule has two (2) categories for Deans of Students: a 41 week contract schedule and a 42 week contract schedule. The majority of Deans of Students in the Lakeville Area Public Schools are identified in the 41 week contract schedule with job duties currently outlined by the Board of Education.

Each Dean of Students responsible for the additional duties of creating and completing the building master schedule will work under the 42 week contract schedule. Each secondary site (CMS, KTMS, MMS, LNHS, and LSHS) will have at least one (1) 42 week Dean of Students. The 42 week Dean of Students will be identified by the building principal at each site. The building principal will inform the Department of Human Resources which Dean of Students will work under the 42 week contract schedule.

Administrators Salary Schedule 2016-17 and 2017-18					
	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5
	1-2 YEARS	3-4 YEARS	5-6 YEARS	7-8 YEARS	9+ YEARS
ELEMENTARY PRINCIPAL					
2016-17	\$121,657	\$124,090	\$125,230	\$127,737	\$131,390
2017-18	\$124,699	\$127,192	\$128,361	\$130,930	\$134,674
MIDDLE SCHOOL PRINCIPAL					
46 WEEKS / 230 DAYS					
2016-17	\$127,185	\$129,731	\$131,005	\$133,544	\$137,361
2017-18	\$130,365	\$132,974	\$134,280	\$136,883	\$140,795
HIGH SCHOOL PRINCIPAL					
46 WEEKS / 230 DAYS					
2016-17	\$133,544	\$136,215	\$137,551	\$140,222	\$144,228
2017-18	\$136,883	\$139,621	\$140,990	\$143,728	\$147,833
ASSISTANT PRINCIPAL/DEAN					
42 WEEKS / 210 DAYS					
2016-17	\$110,321	\$112,529	\$113,629	\$115,837	\$119,144
2017-18	\$113,079	\$115,342	\$116,470	\$118,733	\$122,123
ASSISTANT PRINCIPAL/DEAN					
41 WEEKS / 205 DAYS					
2016-17	\$107,694	\$109,849	\$110,924	\$113,079	\$116,307
2017-18	\$110,386	\$112,595	\$113,698	\$115,906	\$119,214

For Teacher Development and Evaluation (TDE/QComp) Plan Implementation:


\$2800 one-time payment to all principals, effective July 1, 2016;

\$1400 one-time payment to all deans, effective July 1, 2016.

Note: These payments will be made directly to current 403(b) plans.

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

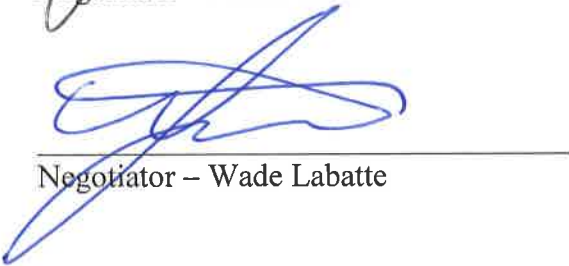
For
Lakeville Association of
School Administrators
Lakeville, MN 55044



President – Joshua Alexander




Negotiator – John Braun



Negotiator – Wade Labatte

7-25-16
Date

For
Independent School District No. 194
8670 210th Street West
Lakeville, MN 55044



Chairperson



Clerk

8/9/16
Date

Memorandum of Understanding

The parties to this collective bargaining agreement recognize and acknowledge the significant increase in duties and responsibilities resulting from the on-going implementation of the Teacher Development and Evaluation (TDE) system. To address this workload issue, the following is agreed to:

- A Task Force will be established to develop recommendations on ways to ease the burden of TDE, consistent with statutory and QComp requirements;
- The Task Force will consist of the Superintendent, Executive Director of Teaching and Learning, Director of Teaching and Learning, and Executive Director of Administrative Services; LASA will appoint up to six members to represent principals and deans;
- An initial meeting will be held no later than September 15, 2016;
- Written recommendations will be developed for presentation to the TDE/QComp Leadership Team by June 1, 2017, for implementation in the 2017-18 school year.

Signed and dated:



Joshua Alexander
LASA President



Tony Massaros
Executive Director Administrative Services

7-25-16

Date

8/2/16

Date