

AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 256
and
RED WING PRINCIPALS' ASSOCIATION
Red Wing, Minnesota 55066

2020-21
2021-22

Approved by the School Board on TBD

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ARTICLE 1: Purpose

Section 1.1. Parties: This agreement is entered into between the School Board of Independent School District No. 256, Red Wing, MN, hereinafter referred to as the "School District" and the Red Wing Principals' Association, hereinafter referred to as "Exclusive Representative" pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA to provide the terms and conditions of employment for Principals from July 1, 2020 through June 30, 2022.

ARTICLE 2: Recognition of Exclusive Representative

Section 2.1. Recognition: In accordance with the PELRA, the School District recognizes the Red Wing Principals' Association as the Exclusive Representative of Principals employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2.2. Appropriate Unit: The Exclusive Representative shall represent all the Principals of the School District as defined in this Agreement and in said Act.

ARTICLE 3: Definitions

Section 3.1. 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 and benefits, and the employer's personnel policies affecting the working conditions of the 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. 179.66 regarding the rights of public employers and the scope of negotiations.

Section 3.2. Principal: The term "Principal" shall mean each person in the unit employed by the School Board in a position for which the person must be licensed as a principal by the State of Minnesota and devotes more than 50% of work time to such administrative and supervisory duties.

Section 3.3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3.4. Principal or Employee: Reference to employee in this Agreement shall mean a member of the appropriate unit.

Section 3.5. Other Terms: Terms not defined by this Agreement shall have those meanings as defined by PELRA.

ARTICLE 4: School District Rights

Section 4.1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters on 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, and the organizational structure, selection, direction, and number of personnel.

Section 4.2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board 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 4.3. Effects 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 School Board rules and 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 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, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4.4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved herein, and all managerial rights and managerial functions not expressly delegated by this Agreement are reserved to the School District.

ARTICLE 5: Principal Rights

Section 5.1. Right to Views: Pursuant to M.S. 179.65, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Principal or the Principal's representative to 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 designated to and does not interfere with the full faithful and proper performance of the duties or employment or circumvent the rights of the Exclusive Representative if there is one; nor shall it be construed to require any employee to perform labor or services against the employee's will.

Section 5.2. Right to Join: Employees shall have the right to join labor employee organizations, and shall have the right not to join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of employment for such employees.

Section 5.3. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluation and files generated relating to each Principal shall be available during regular school business hours to each individual employee upon written request. The Principal shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the school district may destroy such files as provided by law.

Section 5.4. Meet and Confer: The Exclusive Representative may meet and confer with the School Board or its representative(s) pursuant to M.S. 179A.07, Subd. 3 and M.S. 179A.07, Subd. 4. Meet and confer is defined in M.S. 179A.08, Subd. 2.

ARTICLE 6: Professional Development

The School District shall expect the Principal to be up-to-date on the knowledge and technology of the profession. To facilitate this:

Section 6.1. Professional Associations:

Subd.1. The School District will pay up to \$1,500 per principal towards membership in such professional associations as are approved by the Superintendent.

Subd.2. When professional liability insurance is not provided through such membership, the cost of liability insurance coverage commensurate to that provided to a Principal through membership may be included in the \$1,500 maximum payment.

Subd.3. The \$1,500 will be available to each Principal regardless of contract percentage.

Section 6.2. Professional Conferences: The School District may allow principals professional leave to attend national institutes, conferences, conventions or workshops. No more than two (2) Principals shall attend a national conference at the same time.

Section 6.3. Education Expenses: The School District will pay up to \$3,000/year for expenses (tuition, books, and fees) incurred by the Employee for taking courses germane to their work assignment, courses taken to obtain an administrative license, and/or courses to obtain a post-graduate degree in an education-related field.

Subd.1. The Employee shall request prior approval by submitting a written request to the Superintendent. The written request will include the license or degree sought and estimated costs.

Subd.2. The Superintendent has the sole discretion to approve or reject all or part of the request.

Subd.3. If the request is approved, the School District will reimburse costs for completion of these courses up to \$3,000/year. Receipts/invoices must be submitted for expenses to be reimbursed.

Subd.4. If the Employee resigns within one year after completing a reimbursed course, the Employee will repay 2/3 of the reimbursed costs. If the Employee resigns within two (2) years after completing a reimbursed course, the Employee will repay 1/3 of the reimbursed costs. If the Employee resigns more than two (2) years after completing a reimbursed course, no repayment is required.

Section 6.4. Arrangements for Professional Leave: Arrangements for professional leave shall be applied for in advance and subject to approval or denial by the Superintendent.

Section 6.5. Coding of Costs: A principal's staff development costs and professional association dues will be paid with funding separate from the building staff development FTE allocation or other building restricted sources.

ARTICLE 7: Duty Leave and Leaves of Absence

Section 7.1. Basic Work Year: Each Employee's duty year shall be for the entire twelve (12)-month fiscal year, and each Employee shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. Each Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 7.2. Daily Hours of Employment: The specific hours for each Employee may vary according to the needs of the School District. Regular office hours are to be posted and maintained as agreed to by the Superintendent. The School District and Exclusive Representative recognize that supervisory and managerial responsibility will require effort and time beyond basic office hours.

Section 7.3. Vacation:

Subd.1. Each Principal and Assistant Principal shall earn twenty-four (24) working days of annual paid vacation each fiscal year accrued on a monthly basis.

Subd.2. Approval/denial of vacation leave requests on a teacher duty-day shall be at the sole discretion of the Superintendent.

Subd.3. At the end of each fiscal year, each Employee shall automatically be paid for up to six (6) unused vacation days at the Employee's daily rate of pay. An Employee shall not be entitled to payment for other unused vacation days earned and the other unused vacation is forfeited, not reimbursed, and not carried over into the next fiscal year.

Subd.4. If an Employee provides at least a sixty (60) day notice of a resignation or retirement effective at the end of a fiscal year, the Employee shall be paid for up to twenty (20) days of unused vacation leave at the Employee's daily rate of pay upon the effective date of resignation or retirement. If the sixty (60) day notice is not given, unused vacation is forfeited and not reimbursed unless the Superintendent waives the sixty (60) day notice for exceptional circumstances such as a serious illness.

Section 7.4. Non-Contract Days:

Subd.1. Each Assistant Principal shall have six (6) unpaid non-contract days each fiscal year to be used solely between the last teacher duty day of one school year and the first teacher duty day of the subsequent school year. Approval/denial of non-contract day requests shall be at the sole discretion of the Superintendent.

Subd.2. Unused non-contract days are forfeited at the end of each fiscal year and upon resignation, retirement, or termination of employment. Further, unused non-contract days are not reimbursed and not carried over into the next fiscal year.

Section 7.5. Holidays: Each Employee shall be entitled to paid holidays if they occur during the Employee's contracted work year. These ten (10) holidays will be Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.

Section 7.6. Disability/Illness Leave: Each Employee shall earn paid disability/illness leave for absences from work necessitated by illness or injury.

Subd.1. Employees who have accumulated at least fifty (50) disability/illness leave days will earn fifteen (15) days per year. Other employees will earn twelve (12) days per year. Disability/illness leave days may be accumulated without limitation.

Subd.2. Disability/illness leave may be used for serious illness in the Employee's immediate family, which is defined as the Employee, his or her spouse, and the following related to either: child, parent, brother, sister, grandparents, grandchildren, or domestic partner.

Subd.3. An individual assuming a principal or assistant principal position shall automatically carry over accrued disability/illness leave from another position within the School District as long as continuous employment status has been maintained. This disability/illness leave will be included in benefit calculations as defined in this Agreement.

Subd.4. Except as provided in Article 11, an Employee shall not be entitled to payment for any unused disability/illness leave days earned and accrued pursuant to the provisions of this section.

Section 7.7. Workers' Compensation: Pursuant to M.S. Chapter 176, an Employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw disability/illness leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued disability/illness leave.

Section 7.8. Bereavement Leave:

Subd.1. A maximum of five (5) days of bereavement leave will be granted to each Employee at the time of death of a member of the Employee's immediate family, which is defined as the Employee, his or her spouse, and the following related to either: child, parent, brother, sister, niece, nephew, grandparents, grandchildren, or domestic partner.

Subd.2. In those cases when more than five (5) days are necessary because of distance, arrangements, legal involvements, or extraordinary circumstances, up to an additional five (5) days of bereavement leave may be granted. These days will be deducted from the Employee's accumulated disability/illness leave and/or vacation. Approval/denial of such leave requests shall be at the sole discretion of the Superintendent.

Subd.3. Bereavement leave may be granted to attend a funeral of other close relatives or friends as determined in special situations. Approval/denial of such leave requests shall be at the sole discretion of the Superintendent.

Section 7.9. Jury Service: An Employee 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 7.10. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 7.11. Work Stoppage: In the event of a strike or work stoppage by other groups of district employees, each principal and assistant principal will be on duty to carry out School District policies and to ensure the safety of personnel and property. The compensation of a principal or assistant principal will not be halted or suspended due to strikes or work stoppages by other employees.

Section 7.12. Part-Time Employees: Part-time Employees earn leave proportionate to the extent of their employment.

Section 7.13. Insurance Application: An Employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Employee 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. In the event the Employee is on paid leave from the School District under Section 4. above or supplemented by disability/illness leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this document until disability/illness leave is exhausted. Thereafter, the Employee must pay the entire premium for any insurance retained.

ARTICLE 8: Insurance and HRAs

Section 8.1. Selection of Carriers: The selection of insurance carriers shall be made by the School Board as provided by law.

Section 8.2. Health and Hospitalization Insurance: The School District shall make a Monthly School District Contribution toward the premium cost for single or family coverage for each full-time principal employed by the School District who qualifies for and is enrolled in single or family coverage in the School District’s group health and hospitalization insurance plan.

Subd.1. For an eligible principal enrolled in a single health insurance plan:

	Maximum School District Contribution	Employee Contribution	School District Contribution
2020 (7/1/20-12/31/20)	\$553.92/month (0.9 * \$626.58/month - \$10/month)	Premium Selected minus Maximum Monthly School District Contribution or \$10, whichever is greater.	Premium Selected minus Employee Contribution
2021 (1/1/21-12/31/21)	\$615.50/month (0.9 * \$695.00/month-\$10/month)	Premium Selected minus Maximum Monthly School District Contribution or \$10, whichever is greater.	Premium Selected minus Employee Contribution
2022 (1/1/22-6/30/22)	Previous year’s Maximum School District Contribution plus percentage increase in 2022 premium rates for \$3,000 single plan with a minimum 0% increase and a maximum 6% increase.	Premium Selected minus Maximum Monthly School District Contribution or \$10, whichever is greater	Premium Selected minus Employee Contribution

Subd.2. For an eligible principal enrolled in a family health insurance plan:

	Maximum School District Contribution	Employee Contribution	School District Contribution
2020 (7/1/20-12/31/20)	\$1,326.89/month (0.85 * \$1572.81/month - \$10/month)	Premium Selected minus Maximum Monthly School District Contribution or \$10, whichever is greater	Premium Selected minus Employee Contribution
2021 (1/1/21-12/31/21)	\$1,472.30/month (0.85 * \$1743.88/month - \$10/month)	Premium Selected minus Maximum Monthly School District Contribution or \$10, whichever is greater.	Premium Selected minus Employee Contribution
2022 (1/1/22-6/30/22)	Previous year’s Maximum School District Contribution plus percentage increase in 2022 premium rates for \$3,000 family plan with a minimum 0% increase and a maximum 6% increase.	Premium Selected minus Maximum Monthly School District Contribution or \$10, whichever is greater	Premium Selected minus Employee Contribution

Subd.3. Principals/teachers married to one another may combine the School District’s contributions (the policyholder’s family contribution and the other employee’s single contribution) toward one family premium. If the School District’s contribution(s) exceed premium costs, no reimbursement will be made to the principal/teacher(s). Any additional cost of the premium shall be borne by the principal(s) and paid by payroll deduction.

Subd.4. The Monthly School District Contribution can be made toward the \$3,000 or \$5,000 single or \$3,000 or \$5,000 family plan.

Subd.5. If the Monthly School District Contribution(s) exceed premium costs, no reimbursement will be made to the principal(s).

Subd.6. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 8.4. HRA/VEBA Contributions:

Subd.1. Each full-time principal covered by a single or family School District high-deductible health and hospitalization insurance plan will receive a \$75/month School District contribution paid on a bi-monthly basis toward the employee’s HRA/VEBA plan.

Subd.2. Additional contributions of wellness incentives not to exceed \$900/year (in \$300 increments) to the HRA/VEBA will be granted if the employee meets requirements outlined in plan specifications. These wellness incentives will be paid to the HRA/VEBA plan as earned.

Subd.3. For School District principals/teachers married to one another who are both covered by a School District high-deductible plan, each principal/teacher will receive the \$900/year HRA/VEBA contribution and the opportunity to earn wellness incentives not to exceed \$900/year (in \$300 increments).

Subd.4. No HRA/VEBA contribution shall exceed IRS eligibility limits in a year; if the limit is reached, the remaining potential School District contribution shall be waived for the remainder of the year.

Subd.5. Each employee becomes vested in the HRA/VEBA plan upon the School District’s first payment into the employee’s HRA/VEBA plan.

Section 8.5. Life Insurance: The School Board shall contribute the full monthly premium of a One Hundred Fifty Thousand (\$150,000) Dollar Term Life and AD&D Insurance Policy for each eligible Principal who is enrolled in the School Board group life insurance program. The Principal will have the option to purchase life insurance coverage for up to twice the Principal’s salary.

Section 8.6. Dental Plan: For each Principal, the School District will pay the following premiums depending on the dental insurance plan selected by the Principal:

Plan Selected	Amount Paid
Single base dental plan or Single “high” dental plan	The School District pays the same amount as the premium for the single base dental plan. The Principal pays the remaining portion of the premium.
Employee+1 base dental plan or Employee+1 “high” dental plan	The School District pays the same amount as the premium for the employee+1 base dental plan. The Principal pays the remaining portion of the premium.
Family base dental plan or Family “high” dental plan	The School District pays the same amount as the premium for the family base dental plan. The Principal pays the remaining portion of the premium.

Section 8.7. Long Term Disability Insurance: The School District will pay the premium for income protection insurance under the district insurance plan for each Principal employed a minimum of 600 hours per year. The plan shall provide the maximum of 66 2/3% of the monthly salary not to exceed \$5,000 after 90 calendar days. The School Board may grant up to sixty days sick leave for the purposes of this section.

Section 8.8. School-Sponsored Health Clinic: If provided to at least one (1) other employee group, the School District will provide a school-sponsored health clinic, fully funded by the School District and at no cost to principals who are insured through the School District. The School District's Labor-Management Committee will work with the clinic provider and School District to determine the specifications of the school-sponsored health clinic. The school-sponsored health clinic may be dissolved if mutually agreed upon between the School District and the School District's Labor-Management Committee.

Section 8.9. Eligibility: For the purpose of this article, each Principal shall be eligible for contributions and participation in health/hospitalization, dental, and life insurance programs in accordance with the following:

Subd.1. A Principal employed on a seventy-five (75%) percent contract or more for the full year shall be eligible for full participation in the group insurance programs established by this Article.

Subd.2. A Principal employed on a fifty (50%) percent or more, but less than a seventy-five (75%) percent, contract for the full year shall be eligible to participate in the group insurance programs established by this Article. The School District's contribution for the insurance program's premium shall be a percent of the amount paid for a full-time Principal equal to the percent of the Principal's contract.

Subd.3. A principal employed on less than a fifty (50%) percent contract shall not be eligible to participate in the group insurance programs established by this article.

Section 8.10. Unpaid Leave of Absence: A Principal on an approved unpaid leave of absence may elect to continue to participate in the group health/hospitalization insurance, dental insurance and life insurance programs. A Principal who elects to continue to participate shall pay the entire monthly premium of the coverage in which they elect to continue participation for a period not to exceed three (3) years.

ARTICLE 9: Other Benefits

Section 9.1. Car Allowance: Car allowances will be used solely for District business mileage using the Principal's private vehicle either in or out of the District. Car allowances will be set at \$150 per month for Principals as of the first month following the contract date. A Principal may take that allowance or may decline it and elect to submit expense vouchers logging the business mileage for reimbursement. Expense vouchers must be submitted monthly. Car allowance is pro-rated based on contract percentage.

Section 9.2. Matching Annuity Program:

Subd.1. Each principal may participate in the district matching annuity program as provided in M.S. 356.24.

Subd.2. The School District shall match annually up to \$5,500 in 2020-21 and \$7,000 in 2021-22 to a 403(b) annuity on a dollar for dollar basis for each full-time Principal. For less than full-time Principals, annuity will be pro-rated based on contract percentage.

Subd.3. School District procedures will be followed when participating in the matching annuity program.

Section 9.3. Health Care Savings Plan: The School District shall contribute \$1,200 annually to a Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS) for each Principal and Assistant Principal.

ARTICLE 10: Salary

Section 10.1. Base Salary: The salary steps and days of employment are as listed. Any reduction in days and corresponding adjustments in salary shall be subject to meet and confer and made in accordance with M.S. 122A.40, Subd. 11. Any discontinued position or positions shall be made in accordance with M.S. 122A.40, Subd. 11.

Subd.1. Administrative annual salaries effective July 1, 2020 through June 30, 2021 shall be:

Assignment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
HS Principal	\$125,061	\$126,282	\$127,502	\$128,721	\$129,944	\$131,163
MS Principal	\$120,924	\$122,117	\$123,313	\$124,505	\$125,699	\$126,891
ES Principal	\$118,938	\$120,097	\$121,257	\$122,417	\$123,578	\$124,737
Asst. HS Principal	\$110,985	\$112,066	\$113,149	\$114,233	\$115,314	\$116,396
Asst. MS Principal	\$97,841	\$98,870	\$99,898	\$100,926	\$101,955	\$102,983
Asst. ES Principal	\$92,436	\$93,414	\$94,392	\$95,369	\$96,347	\$97,324

Subd.2. Administrative annual salaries effective July 1, 2021 through June 30, 2022 shall be:

Assignment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
HS Principal	\$127,562	\$128,808	\$130,052	\$131,295	\$132,543	\$133,786
MS Principal	\$123,343	\$124,560	\$125,779	\$126,995	\$128,213	\$129,429
ES Principal	\$121,316	\$122,499	\$123,682	\$124,865	\$126,050	\$127,232
Asst. HS Principal	\$113,205	\$114,308	\$115,412	\$116,518	\$117,620	\$118,724
Asst. MS Principal	\$99,798	\$100,847	\$101,896	\$102,944	\$103,994	\$105,043
Asst. ES Principal	\$94,284	\$95,283	\$96,280	\$97,276	\$98,274	\$99,271

Subd.3. The top of the steps is the salary which is considered fair and equitable compensation for an employee who is fully qualified from the standpoint of training and experience and who has proven the ability to perform effectively in all areas for which he/she is accountable.

Subd.4. A minimum level of performance will be the achievement of the standards of performance mutually agreed upon by the Principal, the Principal's immediate supervisor, and the Superintendent.

Subd.5. The School Board will set the initial salary based upon experience and education and will maintain the right to adjust weeks worked for all employees.

Section 10.2. Career Increment: A career increment will be added to the above salaries:

Beginning of 5 th year	\$500
Beginning of 10 th year	\$1,000

Section 10.3. Pay Deductions: In the event that a Principal is absent without paid leave and a pay deduction is to be made for such absence, the amount of deduction shall be the annual salary / number of contract days * days absent.

ARTICLE 11: Severance Pay

Section 11.1. Eligibility: Each full-time Principal who was employed by the School District in any administrative position on or before January 1, 2022, has completed a minimum of seven (7) years of continuing service as a principal or assistant principal with the School District, is at least fifty-five (55) years of age on their date of retirement, and retires through the Teacher Retirement Association is eligible for severance from the School District. Severance pay shall not be granted to any principal who has been discharged or terminated pursuant to M.S. 122A.40. Other principals and assistant principals are not eligible for severance pay.

Section 11.2. Basis of Severance Pay:

Subd.1. Severance pay shall be the Principal's accumulated sick leave to a maximum of one hundred (100) days. The severance rate of pay is based on the following formula for every unused sick leave day:

- 1 - 35 days @ 65% of daily rate;
- 36 - 70 days @ 70% of daily rate;
- 71-100 days @ 75% of daily rate.

Subd.2. District contributions to matching annuity will be subtracted from severance and/or retirement payments.

Subd.3. The payment shall be made to the Principal's Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS).

ARTICLE 12: Retirement Benefits

Section 12.1. Eligibility: Each full-time Principal who was employed by the School District in any administrative capacity on or before January 1, 2022, has completed a minimum of seven (7) years of continuing service as a principal or assistant principal with the School District, is at least fifty-five (55) years of age on their date of retirement, and retires through the Teacher Retirement Association is eligible for retirement benefits from the School District. Other employees are not eligible for retirement benefits.

Section 12.2. Annual HRA Payments: An eligible principal who retires shall receive an annual district contribution to \$11,500 placed into the district sponsored Health Reimbursement Arrangement, (HRA) which will be available to be used for medical insurance premiums and or other eligible medical expenses. The retiree may purchase District group health insurance with these proceeds or may select a different plan through a private vendor. Eligibility for coverage shall continue for 96 months following the date of retirement or the attainment of Medicare eligibility; however, if group coverage is dropped, the retiree cannot re-enroll in the District's health plan.

Section 12.3. Attainment of Medicare Eligibility: Upon attainment of Medicare eligibility, the employee will then receive a contribution equal to the premium for the single supplemental insurance plan offered by the District. In any case, if the retiree chooses family, 1 + 1 health insurance coverage, the additional cost of the premium shall be borne by the retiree and shall be paid to the School District before the first of the month as a condition of continuation of the insurance coverage and employer contribution.

ARTICLE 13: Unrequested Leave of Absence (ULA) and Seniority

Section 13.1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A, Subd. 10., which shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 13.2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd.1. Principal: “Principal” shall mean those members of the unit as defined by PELRA and this Agreement.

Subd.2. Group 1 Principals: “Group 1 Principals” shall include High School Principals, Middle School Principals, and Elementary Principals.

Subd.3. Group 2 Principals: “Group 2 Principals” shall include Assistant High School Principals, Assistant Middle School Principals, and Assistant Elementary School Principals.

Subd.4. Qualified: “Qualified” shall mean a principal who, in addition to the state license, has, as solely determined by the School District, successfully had experience as a principal in such position within the past five (5) years.

Subd.5. Seniority Date: “Seniority Date” commences with the first day of continuous administrative service as a principal in the School District.

Section 13.3. ULA

Subd.1. Terms: The School Board may place on ULA such principals as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence may continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the principal’s right to reinstatement shall also terminate if the principal fails to file with the Superintendent, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the principal and the School Board.

Subd.2. Notice: Principals placed on such leave shall receive notice by June 30th of the school year prior to the commencement of such leave with reasons for said placement.

Subd.3. Placement: Principals shall be placed on ULA in inverse order of seniority in the position and grade level placement in which they are employed with the following exception: no principal shall be placed on ULA if any other qualified principal employed in the same position and grade level assignment is on a “Principal Improvement Plan” as provided for in M.S. 123B.147.

Subd.4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District’s affirmative action program which shall include ethnicity, race, color, or sex, and any principal employed in an affirmative action program may be retained in the category of a principal with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd.5. Tie-Breaker: In the event a reduction in number of principals creates a situation requiring that a choice be made among principals who have equal seniority, the selection of the principal(s) for purposes of reduction shall be at the direction of the School District based on criteria including performance, training, experience, skills in special assignments, and other relevant factors.

Subd.6. Years of Service: Any principal placed on such leave may engage in administrative work or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 13.4. Realignment: For purposes of placement on ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior principal to a different position for which he/she is not qualified, as defined in Section 2. above, to accommodate the seniority claims of a junior principal.

Section 13.5. Reinstatement:

Subd.1. Process: No new principal shall be employed by the School District while any qualified principal is on ULA. Principals placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which principals were placed on ULA.

Subd.2. Notices: When placed on ULA, a principal must provide the Human Resources Manager with an address to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the principal at the last known address shall be sufficient. The principal on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a principal shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd.3. Acceptance of Re-Employment: If a position becomes available for a qualified principal on ULA, the School District shall mail the notice to such principal, who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to accept re-employment, in writing, within such ten (10) day period shall constitute a waiver on the part of the principal to any further rights of employment or reinstatement, and that principal shall forfeit any future reinstatement or employment rights.

Subd.4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified principal.

Section 13.6. Establishment of Seniority List:

Subd.1. Preparation: The School Board shall annually cause a seniority list (by name, date of employment, position, and grade level licensure) to be prepared from its records. This list shall be posted in an official place in each school building of the School District by January 20th.

Subd.2. Order on Seniority List: Group 1 Principals shall be listed on top of the seniority list in order by seniority with the most senior Group 1 Principal first. Group 2 Principals are then listed in order by seniority with the most senior Group 2 Principal first.

Subd.3. Request for Change: Any principal whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd.4. Final List: Within twenty (20) days from the date of posting, the School District shall evaluate any and all such written communications regarding the order of seniority contained in such list and may make such changes the School District deems warranted. A final seniority list shall then be prepared by the School District, which list, as revised, shall be binding on the School District and any principal.

Section 13.7. Filing of Licenses: For the purposes of developing an accurate seniority list and determining ULA within areas of licensure, each principal is responsible for ensuring that an up-to-date administrative license is on file with the Human Resources Coordinator on January 15th of each year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

Section 13.8. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all principals, as defined in Section 13.2 above, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 13.9. Procedure: Any challenge by a principal who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd.14 or M.S. 122A.41, Subd.7 and, therefore, shall not be subject to the grievance procedure.

ARTICLE 14: Grievance Procedures

Section 14.1. Definitions:

Subd.1. Grievance: The word, “grievance,” shall mean a written allegation by a principal that the principal has been injured as a result of a dispute or disagreement between the principal and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd.2. Grievant(s): The word, “grievant(s)” shall mean an individual principal, a group of principals, or the Exclusive Representative who/that files a grievance as defined in Subd.1. above.

Subd.3. Days: Any reference to the word “days,” regarding time periods in this procedure, shall refer to working days. The term, “working days,” is defined as all weekdays not designated as holidays by state law.

Section 14.2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s behalf.

Section 14.3. Interpretations:

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

Subd.2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd.3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served, bears a certified postmark of the United States Postal Service, or emailed within the time period.

Section 14.4. Resolution of Grievance

Informal Discussion

Subd.1. Informal Discussion: Prior to filing of a formal grievance, an effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the principal's immediate supervisor or other School District designee. This informal process must begin with twenty (20) days after the principal is aware of the first event related to the alleged grievance. The alleged grievance may not address events that occurred prior to the preceding school year.

Subd.2. Response to Informal Discussion: If the School District issues a decision about the topic during the informal discussion, then the informal discussion period ends.

Level I Formal Grievance

Subd.3. Level I Formal Grievance: If the grievance is not resolved through informal discussion, the grievant(s) may file a formal grievance with the principal's immediate supervisor or other School District designee no later than five (5) days after the end of informal discussion. Failure to appeal a grievance within the time period shall constitute a waiver of the grievance.

Subd.4. Response to Level I Formal Grievance: The School District's designee shall give a written decision on the discussion to the parties involved within ten (10) days after receipt of the written grievance.

Level II Formal Grievance

Subd.5. Level II Formal Grievance: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level I.

Subd.6. Meeting: If the grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall, within ten (10) days, set a time to meet regarding the grievance after receipt of the appeal.

Subd.7. Communication after Meeting: Within ten (10) days after the meeting, the Superintendent or Superintendent's designee shall issue a written decision to the parties involved.

Level III Grievance

Subd.8. Level III Formal Grievance: 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 (5) days to the School Board Chair after the receipt of the decision in Level II.

Subd.9. Hearing: If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within forty-five (45) days after receipt of the grievance and issue its written decision to the parties involved within ten (10) days of the grievance hearing.

Subd.10. Committee or Representative(s): The School Board may designate a committee or representative(s) of the School Board to initially hear the appeal at this level and report the findings and recommendations to the School Board.

Subd.11. Grievant Opportunity to Share Information with Entire School Board: Prior to rendering its decision, the School Board will provide time for the grievant to present information to the School Board during the hearing.

Section 14.5. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 14.6. Grievance Mediation: In the event that the grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd.1. Request: A request to submit a grievance to mediation must be made, in writing, signed by the grievant(s) or the School District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd.2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd.3. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with the Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd.4. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs to representation during the mediation process.

Subd.5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 14.7. Arbitration Procedures: In the event that the grievant(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd.1. Request: A request to submit a grievance to arbitration must be made in writing and signed by the grievant(s). Such request must be filed in the office of the Superintendent within ten (10) days following denial of the grievance at Level III or completion of the grievance mediation procedure, if any.

Subd.2. Prior Procedure Required: No grievance shall be considered by the arbitrator that has not first been 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 may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternatively strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Subd.4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose, 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 or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be hearing de novo.

Subd.5. Decision: Decisions by the arbitrator in cases properly heard shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd.6. Expenses: Each party shall bear its own expenses relating to arbitration, including expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that 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 a copy.

Subd.7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly heard pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance that has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, that shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Section 14.8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the principal(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of the arbitrator.

ARTICLE 15: Progressive Discipline

Section 15.1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the principal and the principal's supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Section 15.2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A principal may challenge the contents of any written materials in the principal's personnel file pursuant to the provisions of M.S. 122A.40. A principal shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A principal who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 15.3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or the Superintendent’s designee. If a suspension without pay is to be considered pursuant to Section 2 of this article, the principal shall be afforded an opportunity to meet with the Superintendent or Superintendent’s designee, and the principal may elect to have a representative in attendance at any such meeting.

Section 15.4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or the Superintendent’s designee to the principal stating the grounds for suspension without pay. The principal shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or the Superintendent’s designee within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator’s authority shall include a review of whether the suspension without pay and the length of the suspension were appropriate considering the circumstances surrounding the action.

Section 15.5. Removal from Duty—Investigation: This article shall not apply to a principal who is removed from duty on paid suspension pending investigation of allegations or to a principal charged with a felony who is removed from duty on unpaid suspension pursuant to M.S. 122A.40, Subd. 13.

ARTICLE 16: Other Provisions

Section 16.1: Term and Reopening Negotiations: This document shall remain in full force and effect for a period commencing July 1, 2020 through June 30, 2022 and thereafter until modifications are made pursuant to PELRA.

Section 16.2: Replacement Contract: In the event that a new contract has not been ratified by both the Board and the Red Wing Principals’ Association at the end of this contract period, the existing contract shall remain in effect until a replacement contract is ratified.

PRINCIPALS’ ASSOCIATION
Red Wing ISD #256
Red Wing, MN

SCHOOL BOARD
Red Wing ISD #256
Red Wing, MN

President

School Board Chair

Chair, Negotiations Committee

School Board Clerk

Date

Date