

**AGREEMENT**  
**between**  
**INDEPENDENT SCHOOL DISTRICT #256**  
**and**  
**RED WING DIRECTORS' ASSOCIATION**

~~2018-20~~2020-22

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## ARTICLE 1: PURPOSE AND SCOPE

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 Directors’ 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 Directors from July 1, ~~2018-2020~~ through June 30, ~~2020~~2022.

### Section 1.2. Recognition of Exclusive Representative

Subd.1. Recognition: In accordance with PELRA, the School District recognizes the Red Wing Directors’ Association as the Exclusive Representative of Directors employed by the School District. The Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Subd.1.2: Appropriate Unit: The Exclusive Representative shall represent the Director of Teaching and Learning; Director of Buildings, Grounds, and Technology; and the Director of Community Education and Recreation.

## ARTICLE 2: DUTY YEAR AND LEAVES OF ABSENCE

Section 2.1. 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 2.2. Vacation:

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

Subd.2. -Unused vacation must be taken within twelve (12) months after the end of the fiscal year in which it is earned.

Subd.3. -At the end of each fiscal year, each Employee shall be entitled to payment for up to six (6) unused vacation days at his or her daily rate of pay. Requests for reimbursement of unused vacation must be made to the Payroll Coordinator by July 1<sup>st</sup>.

Subd.4. If an Employee provides at least a sixty (60) day notice of a resignation or retirement, the Employee shall be paid for up to twenty-four (24) days of unused vacation leave at his/her daily rate of pay upon the effective date of resignation or retirement. The Superintendent may waive the sixty (60) day notice for exceptional circumstances such as a serious illness or job transfer.

Subd.5. An Employee shall not be entitled to payment for other unused vacation days earned and accrued pursuant to the provisions of this section.

Section 2.3. 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 2.4. 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. Except as provided in Articles 6.1, 6.2, 7.1, and 7.2, 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 2.5. 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 2.6. Bereavement Leave:

Subd.1. A maximum of four (4) 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, grandparents, grandchildren, or domestic partner.

Subd.2. In those cases when more than four (4) days are necessary because of distance, arrangements, legal involvements, or extraordinary circumstances, up to an additional six (6) 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 2.7. 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 2.8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 2.9. 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 3: INSURANCE AND SCHOOL-SPONSORED HEALTH SERVICES

### Section 3.1. Eligibility:

Subd.1. -An Employee must be scheduled to work at least 30 hours per week in order to be eligible for full benefits outlined in this article. The number of hours includes hours assigned in all regular positions within the School District. Other Employees are not eligible for the benefits outlined in this article.

Subd.2. -The eligibility of the Employee and the Employee's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 3.2. Health and Hospitalization Insurance—Single Coverage: The School District shall contribute a monthly sum not to exceed 90% of the \$3000 deductible premium cost toward the premium for individual coverage for each full-time Employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. The School District contribution will be reduced by an employee/policyholder initial contribution of \$75 each month. The School District contribution can be made toward either the \$3000 or \$5000 single plan. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the Employee. Any additional cost of the premium shall be borne by the Employee and paid by payroll deduction.

Section 3.3. Health and Hospitalization Insurance—Family Coverage: The School District shall contribute a monthly sum not to exceed 85% of the \$6000 deductible premium cost toward the premium for family coverage for each full-time Employee employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. The School District contribution will be reduced by an employee/policyholder initial contribution of \$75 each month. The School District contribution can be made toward either the \$6000 or \$10,000 family plan. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the Employee. Any additional cost of the premium shall be borne by the Employee and paid by payroll deduction.

Section 3.4. Health and Hospitalization Insurance—Family Coverage for Married Couples: An Employee married to another may combine the School District's contributions (one (1) employee's family contribution and the other employee's single contribution) toward one (1) family premium. The School District contribution will be reduced by an employee initial contribution of 150 dollars (\$150) each month if the other person is covered by an agreement with this provision for married couples or by seventy-five dollars (\$75) each month if the other person is covered by an agreement without this provision for married couples. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the Employee(s). Any additional cost of the premium shall be borne by the Employee(s) and paid by payroll deduction.

### Section 3.5. Health Reimbursement Account (HRA) Contributions:

Subd. 1. Each full-time Employee covered by a single or family School District high-deductible health and hospitalization insurance plan will receive a \$75/month School District contribution toward the Employee's HRA plan.

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

Subd. 3. No HRA 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. 4. Each Employee becomes vested in the HRA plan upon the School District's first payment into the Employee's HRA plan.

Section 3.6. Dental Insurance: For each Employee, the School District will pay the following premium depending on the dental insurance plan selected by the Employee:

| <b>Plan Selected</b>                                                | <b>Amount Paid</b>                                                                                                                                     |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Single base dental plan or<br>Single "high" dental plan             | The School District pays the same amount as the premium for the single base dental plan. The Employee pays the remaining portion of the premium.       |
| Employee + 1 base dental plan or<br>Employee + 1 "high" dental plan | The School District pays the same amount as the premium for the employee + 1 base dental plan. The Employee pays the remaining portion of the premium. |
| Family base dental plan or<br>Family "high" dental plan             | The School District pays the same amount as the premium for the family base dental plan. The Employee pays the remaining portion of the premium.       |

Section 3.7. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Employee under the School District's group term life insurance plan in the amount of \$150,000, payable to the Employee's named beneficiary(ies). Employees may purchase additional coverage at their own expense.

Section 3.8. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for each Employee under the School District's group long-term disability insurance plan.

Section 3.9. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

Section 3.10. School-Sponsored Health Services: At its sole discretion, the School District may provide health services for Employees and their dependents who are insured through the School District. The School District will determine the types and specifications for services, if any, in consultation with the service provider and the School District's Labor/Management Committee.

## ARTICLE 4: OTHER BENEFITS

Section 4.1. Tax-Sheltered Annuities: Each Employee is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The School District shall match up to \$5500/year for each Employee.

Section 4.2. Health Care Savings Plan: The School District shall contribute \$1200 annually to a Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS). Contributions will be made on a monthly basis.

Section 4.3. Vehicle Allowances: The School District shall provide each Employee \$350/month for business use of his/her private vehicle pursuant to M.S. 471.665, Subd. 3. No other mileage reimbursement request may be submitted.

Section 4.4. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. Subject to approval by the Superintendent, each Employee shall be able to attend his or her professional organization's state or regional conference annually and attend a national conference one time every two years. Each Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. Each Employee shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 4.5. Education Expenses: The School District will pay up to \$3000/year for expenses (tuition, books, and fees) incurred by the Employee while taking courses germane to their work assignment, including courses taken to obtain an administrative license or 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 \$3000/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 years after completing a reimbursed course, the Employee will repay 1/3 of the reimbursed costs. If the Employee resigns more than two years after completing a reimbursed course, no repayment is required. This deduction will not occur if the reimbursed amount is deducted from severance pay as per Sections 6.3 and 8.3.

## ARTICLE 5: SALARY

Section 5.1. Base Salary Ranges: Base salary ranges for each pay classification shall be as follows:

| Position                                       | Work Year | 2018-19          | 2019-20            |
|------------------------------------------------|-----------|------------------|--------------------|
| Director of Teaching and Learning              | Full Year | \$93,691-133,844 | \$95,564-\$136,521 |
| Director of Buildings, Grounds, and Technology | Full Year | \$82,453-117,790 | \$84,103-\$120,145 |
| Director of Community Education and Recreation | Full Year | \$82,453-117,790 | \$84,103-\$120,145 |

Section 5.2. Salary Range Increases:

Subd.1. -The salary increases defined in this section will be granted to each Employee unless the School Board approves a lower hourly salary due to budget restrictions or employee evaluation.

Subd.2. ~~-2018-19~~2020-21 Salary Increase: If employed by the School District as a District Director before January 1, 202018, each Employee shall receive ~~\$900 (to compensate for increased health insurance contributions)~~ plus a 2.0%TBD cost-of-living increase over his or her base pay from the previous year or the base salary range maximum, whichever is less. The School District may grant exceptions depending on budgetary restrictions, employee evaluation, change in responsibilities, or other factors.

Subd.3. ~~-2019-20~~2021-22 Salary Increase: If employed by the School District as a District Director before January 1, 202119, each Employee shall receive a ~~2.0%~~TBD cost-of-living increase over his or her base salary from the previous year or the base salary range maximum, whichever is less. The School District may grant exceptions depending on budgetary restrictions, employee evaluation, change in responsibilities, or other factors.

Section 5.3. Career Increment: A career increment of \$500 will be provided to each Employee who has completed five (5) years of service in Red Wing Public Schools. An additional \$500 will be provided to each Employee who has completed ten (10) years of service in Red Wing Public Schools.

Section 5.4. Payment: The salary shall be paid in 24 equal installments during the fiscal year.

## ARTICLE 6: RETIREMENT BENEFITS FOR EMPLOYEES HIRED BEFORE JULY 1, 2001

Section 6.1. Eligibility: Each Employee who was employed as a Director, Assistant Director, or Coordinator by the School District before July 1, 2001, has completed a minimum of eight (8) years of continuous service as a Director, Assistant Director, or Coordinator with the School District, and is at least fifty (50) years of age on their date of retirement is eligible for retirement pay and retiree insurance from the School District. Retirement benefits shall not be granted to any Employee who has been discharged for cause by the School District. This provision supersedes any individual addenda or plans made prior to the establishment of this provision.

### Section 6.2. Retirement Pay:

Subd.1. -Retirement pay for an eligible Employee shall be based on the Employee's accumulated unused disability/illness leave up to a maximum of 130 days.

Subd.2. -The maximum retirement amount is determined using the following formula: Number of accumulated unused disability/illness days up to 130 \* (annual salary at time of retirement / 240).

Subd.3. -Retirement payments will be made into the Employee's tax-sheltered annuity plan sponsored by MidAmerica Administrative & Retirement Solutions, Inc.

Subd.4. -Retirement pay shall be payable thirty (30) days after the Employee's last day of service.

Subd.5. -If a retired Employee dies before the total retirement payment has been made, the balance due shall be paid to the named beneficiary(ies) or, lacking same, to the estate of the deceased.

### Section 6.3. Retiree Insurance:

Subd.1. -An eligible Employee shall be able to remain in the group health and hospitalization insurance, life insurance and dental insurance plans for ten (10) years after the date of retirement.

Subd.2. -Full single health insurance coverage will be offered at no cost to the eligible Employee.

Subd.3. -If the Employee elects family health insurance coverage instead of single coverage, the School District will pay 75% of premium costs. Any unused accumulated illness/disability leave accrued during employment with the School District and not cashed in according to Article 6 shall be valued, placed in an account, and used to offset the Employee's premium contribution pursuant to this section.

Subd.4. -If an Employee dies after the effective date of retirement but before the conclusion of the 120 months or Medicare eligibility and was purchasing family health insurance coverage through the School District at the time of his or her death, the School District shall continue to make the annual contribution toward health insurance premiums for the Employee's dependents in the same amount and for the same duration the deceased Employee would have been entitled to.

Subd.5. -Upon attainment of Medicare eligibility by an Employee or a covered spouse, the Employee will receive a contribution equal to the premium for the single supplemental insurance plan offered by the School District for the covered individual eligible for Medicare. If a dependent covered by the Employee's plan is not Medicare eligible, they will continue to receive coverage on a single plan as per Section 7.3 Subd. 3.

## ARTICLE 7: RETIREMENT BENEFITS FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2001

Section 7.1. Eligibility: Each Employee who was hired by the School District as a Director before July 1, 2013, was hired as a Director, Assistant Director, or Coordinator by the School District on or after July 1, 2001, has completed a minimum of eight (8) years of continuous service as a Director, Assistant Director, or Coordinator with the School District, and is at least fifty (55) years of age is eligible for an annual School District contribution toward a district-sponsored Health Reimbursement Arrangement (HRA) that can be used for medical insurance premiums and/or other eligible medical expenses. This article shall not apply to any Employee who has been discharged for cause by the School District. This provision supersedes any individual addenda or plans made prior to the establishment of this provision.

Section 7.2. Amount and Length: An eligible Employee will receive an annual School District contribution of \$11,500 into the Employee's HRA account for 96 months following the date of retirement or attainment of Medicare eligibility, whichever comes first. If attainment of Medicare eligibility comes first, the Employee will receive a contribution equal to the premium for the single Medicare supplementary insurance plan offered by the School District for the remaining portion of the 96 months.

Section 7.3. Insurance Plan Choice: The Employee may purchase School District group health insurance with these proceeds or may select a different plan through a private vendor. If the retiree chooses health insurance coverage that exceeds his or her HRA accumulation, the retiree is responsible for paying the additional cost of the premium prior to the first of each month as a condition of continuation of the insurance coverage and employer coverage.

Section 7.4. Beneficiary: If a retired Employee dies before the 96 months of HRA payments are made, the School District will continue to provide HRA payments for the duration of the 96 months or Medicare eligibility, whichever comes first.

## ARTICLE 8: OTHER PROVISIONS

Section 8.1. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against an Employee arising out of or in connection with his/her employment and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify the Employee to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466. Defense and indemnification shall not apply to any dispute arising out of or directly or indirectly related to the terms and conditions of employment set forth in this contract or otherwise shall also not apply to criminal proceedings.

Section 8.2. Dues: Each Employee is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Employee shall present appropriate statements for approval as provided by law.

Section 8.3. Grievance: The procedure for filing of a grievance is provided by law.

Section 8.4. Severability: The provisions of these terms and conditions of employment shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the terms and conditions of employment or the application of any provision thereof.

Section 8.5. Impact of Laws: If this Agreement will cause or does cause penalties, fees, or fines to be assessed against the School District, the School District and Exclusive Representative will negotiate to eliminate or reduce penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Director's healthcare/HRA/HAS benefits as a result of addressing the "highly compensated employee" component of the Affordable Care Act will be placed into other School District provided benefits (e.g., a retirement HRA, salary, etc.).

Section 8.6. Term and Reopening Negotiations: This document shall remain in full force and effect for a period commencing July 1, ~~2018-2020~~ through June 30, ~~2020-2022~~ and thereafter until modifications are made pursuant to PELRA.

Section 8.7. Replacement Contract: In the event that a new contract has not been ratified by both the Board and the Red Wing Directors' Association at the end of this contract period, the existing contract shall remain in effect until a replacement contract is ratified.

DIRECTORS' ASSOCIATION  
Red Wing ISD #256  
Red Wing, MN

SCHOOL BOARD  
Red Wing ISD #256  
Red Wing, MN

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President

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School Board Chair

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Vice President

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Clerk

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Secretary

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Date

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Date