

**INDEPENDENT SCHOOL DISTRICT NO. 750
COLD SPRING, MINNESOTA**

Terms and Conditions of Employment
Fiscal 2021-2023

PROGRAM MANAGER EMPLOYEES

ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT entered into between the school board of Independent School District No. 750, Cold Spring, Minnesota (hereinafter referred to as the school district) and the Program Managers to provide the terms and conditions of employment for the Managers during the duration of this Agreement.

ARTICLE II
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize that the school district is not required to meet and negotiate on matters of inherent managerial policy.

Section 2. Management Responsibilities: The parties recognize 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 parties recognize that the employee covered by this Agreement shall perform the services and duties prescribed by the school district. The parties further recognize that the school district, the employee 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 without force and effect.

ARTICLE III
EMPLOYEE RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of this employee 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 exclusive

representative; nor shall it be construed to require any public employee to perform labor or services against his will.

ARTICLE IV
SALARY

Section 1. Salary Rates: The following annual salaries shall be in effect for the positions and fiscal years indicated in Appendix A.

Section 2. Performance Review: Based upon the employee's individual performance review by the supervisor, up to \$750.00 or 2.0% of annual gross salary per year, whichever is greater, is available upon the recommendation and approval of the administrator. This incentive pay compensation is to be paid in two equal payments, one mid-year and one at the end of the year. Such recommendations will be submitted to the Board of Education for final approval.

Section 3. Payment: The salaries of program managers shall be divided into 24 payments.

Section 4. Travel Allowance: Authorized travel, approved by the superintendent shall be by school-owned vehicle or private automobile. Authorized travel by private automobile shall be reimbursed at the rate the current IRS mileage allowance.

ARTICLE V
FRINGE BENEFITS

Section 1. Health Insurance: The school district shall contribute toward the premium of the employees who make application for and are eligible for membership in the district group insurance program as follows:

	July 2021 - December 2021	January 2022 - December 2022	January 2023 - June 2023
District Monthly Premium Contribution			
Single Coverage	\$ 534.00	\$ 582.00	\$ 611.00
Family Coverage	\$ 1,328.00	\$ 1,450.00	\$ 1,525.00
Employee plus Spouse	\$ 998.00	\$ 1,090.00	\$ 1,145.00
Employee plus Child(ren)	\$ 857.00	\$ 935.00	\$ 985.00

Any additional cost of the premium shall be paid for by the employee through payroll deduction.

Employees choosing a high-deductible plan will receive the following monthly district contribution into a health care savings account:

District Monthly VEBA/HSA Contribution			
Single Coverage	\$ 183.33		
Family Coverage	\$ 300.00		
Employee plus Spouse	\$ 300.00		
Employee plus Child(ren)	\$ 300.00		

An employee choosing a non-single tier option may choose to extend the health savings account contribution to \$500 monthly. This extension is accomplished by reducing the district premium contribution by an equal amount. At no time will the total district contribution exceed the amount of the premium and the base health savings account contribution.

Subd1. Deferred Health Savings Account Option: A member of the program manager employee group may elect to receive a contribution to a deferred health savings account rather than accepting the health and hospitalization insurance coverage offered by the district. If the employee so chooses the deferred health savings account in lieu of the insurance provision, the school district will make a contribution to a deferred health savings plan at a rate of \$2,400 for 2021-2022 and \$2,520 for 2022-2023 with a maximum career contribution of \$30,000. The district will not, in any event, provide both the health and hospitalization and the deferred health savings account.

Subd. 2. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 3. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this Article as long as he/she is employed by the school district. Upon termination of employment, all district contribution shall cease.

Subd. 4: Renegotiation: The selected group health and hospitalization plan must be in compliance with the Patient Protection Affordable Care Act (PPACA). The total benefit package of any health insurance plan(s) provided by the District must also be in compliance with the PPACA. Neither party made representations regarding any tax treatment relative to the insurance benefits set forth in this contract. In the event this contract will or does cause penalties, fees, fines, or excise taxes to be assessed against the District, the parties agree to renegotiate this contract in a manner that eliminates the penalties, fees, fines, or excise taxes or reduces the amount of any such penalty, fee,

fine, or excise tax to an amount deemed satisfactory by the District.

Section 2. Long-Term Disability Insurance: The school district shall provide program manager employees a long-term disability insurance. The school district shall select the insurance plan and the carrier.

Section 3. Term Life Insurance: Each employee shall be provided a Term Life Insurance Policy in the amount of \$50,000. The school district shall select the insurance plan and the carrier.

Section 4. Professional Organization Fees: For each program manager, the school district shall pay the cost of membership in one (1) national organization and its state affiliate approved by the superintendent. Additional memberships may be granted to a program manager upon approval by the superintendent.

Section 5. Conventions: Program managers have the option of attending a state convention each year. Additional meetings/workshops may be approved subject to district needs and budgetary guidelines.

Section 6. 403(b): The District will contribute a matching amount up to \$2,000 per year into a 403(b) account. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the maximum career District contribution of \$28,000. Any program manager choosing not to contribute the matching amount forfeits the district contribution and matching benefit. Program manager employees working less than full time would receive a prorated amount, based on percentage of employment.

Section 7. Wellness Pay: Employees who have accrued at least 400 hours of sick leave, may elect to annually cash out up to 20 (twenty) hours at the employee's current rate of pay. Notification of intent to cash out days must be made in writing by June 1. Payment will be made by June 30.

ARTICLE VI LEAVES OF ABSENCE

Section 1. Sick Leave: All full year program manager employees shall earn sick leave at the rate of 104 hours for each year of service in the employ of the school district, cumulative to a maximum of 1872 hours. Program manager employees new to the district with no accumulated sick leave shall be granted 104 hours of sick leave commencing with the beginning date of employment. For new program manager employees who are advanced sick leave, no additional sick leave shall be earned during the first year of the contract in the district. Annual sick leave for all program manager employees shall accrue monthly as it is earned on a proportionate basis to the program manager employee's work year.

Subd. 1. Program manager employees may use sick leave benefits provided by the employer for absences due to an illness or injury to the program manager employee's child or other relative, as defined in Minnesota Statute, for such reasonable period as the program manager employee's attendance may be necessary, on the same terms the program manager employee is able to use sick leave benefits for the program manager employee's own illness or injury.

Section 2. Emergency Leave: Program manager employees shall be granted up to forty (40) hours emergency leave with pay, per occurrence, in the event of the death or serious illness or injury of an program manager employee's spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury.

Program manager employees shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member with whom there is a close emotional tie.

Requests for emergency leave shall be made in writing to the Superintendent in advance or as soon as possible. All emergency days used are deducted from sick leave.

Section 3. Holidays: Holidays shall constitute as the following: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and a Floating Holiday. If a listed holiday falls on a Saturday, then the preceding Friday is the holiday and if a holiday falls on a Sunday, then the following Monday shall be the holiday.

Section 4. Vacation: Each program manager is allocated 25 days of paid vacation time.

Subd. 1. Vacation days shall be scheduled through the Office of the Superintendent and up to 40 days may be carried over for up to one year but must be used by July 1 of the next school year.

Subd. 2. Unused vacation days, up to a total of 40 days, may be paid to the program manager at the program manager's daily rate of pay upon resignation or retirement at the employee's discretion.

2021-2022 Salary Schedule

<u>Position</u>	<u>Salary</u>
Executive Assistant	\$68,486
Payroll & Benefits Manager	\$65,973
Childcare Coordinator	\$41,468
Community Education Coordinator	\$45,238

2022-2023 Salary Schedule

<u>Position</u>	<u>Salary</u>
Executive Assistant	\$71,055
Payroll & Benefits Manager	\$68,447
Childcare Coordinator	\$43,024
Community Education Coordinator	\$46,935

BOARD APPROVED: January 24, 2022