

Red Wing Public Schools

2451 Eagle Ridge Drive
Red Wing, MN 55066

Terms and Conditions of Employment for Program Directors and Supervisors

~~2020-21~~2022-23 and ~~2021-22~~2023-24

Presented to the School Board on ~~December 7, 2020~~PROPOSED

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ARTICLE 1: PURPOSE AND SCOPE

Section 1.1. Purpose: -The purpose of this document is to set the terms and conditions of employment for Program Directors and Supervisors (hereafter referred to as “Employees”) in Red Wing Public Schools (herein referred to as “School District”) for the ~~2019-20~~2022-23 and ~~2020-21~~2023-24 fiscal years. The list of positions covered by this document is included in Appendix A.

Section 1.2. At-Will Employees:

Subd.1. These Terms and Conditions of Employment contain information pertaining to each Employee’s employment with the School District. Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between an Employee and the School District, nor does anything in this document alter an Employee’s at-will employment relationship with the School District. In the same sense that an Employee can resign employment with the School District at any time for any reason or no reason at all, so can the School District terminate an Employee’s employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to the Employee. The statements contained in this section are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the Employee employment rights.

Subd.2. The provisions of these terms and conditions of employment supersede any and all prior documents outlining terms and conditions of employment, addenda to terms and conditions of employment, agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment related to these provisions.

ARTICLE 2: DUTY YEAR AND LEAVES OF ABSENCE

Section 2.1. Basic Work Year: -Each Employee’s duty year shall be prescribed by the School District.

Section 2.2. Leave Calculation: To determine leave for hourly employees, a day is equal to average hours worked per day.

Section 2.3. Holidays: -Each Employee shall be entitled to paid holidays if they occur during their 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. Vacation:

Subd.1. ~~Each Employee who is scheduled to work for the full work year shall earn twenty-four (24) days of annual paid vacation for each fiscal year accrued on a monthly basis.~~

~~Each Employee who is scheduled to work for the full work year shall earn two (2) days of paid vacation per month.~~

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. 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 ~~the Employee's 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.4. An Employee shall not be entitled to payment for other unused vacation leave earned and accrued pursuant to the provisions of this section.

Section 2.5. Personal Leave:

Subd.1. Employees who are not scheduled to work for the full work year will be granted three (3) days of personal days each year. The number of days is prorated based on the date of hire.

Subd.2. The School District will automatically carryover up to three (3) days of unused personal leave into the following year.

Section 2.6. Disability/Illness Leave: -Each Employee shall earn paid disability/illness leave for absences from work necessitated by illness or injury.

Subd.1. Other Employees will earn one (1) day of disability/illness leave per each full month of employment up to a maximum of 200 days. If an employee does not work full-time, the disability/illness leave per month will be prorated.

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 Article 6, 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 2.7. 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 pay from the School District, the pay 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 2.8. Bereavement Leave:

Subd.1. A maximum of ~~four (4) days~~ 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 ~~four (4) days~~ five (5) 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. ~~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.

Section 2.9. Short-Term Unpaid Leave: ~~The Superintendent shall grant up to eight (8) days of short-term unpaid leave to each employee for personal reasons during the employee's employment with the School District according to the following conditions.~~

Subd.1. A written request must be made to the Superintendent on forms provided at least five (5) duty days but not more than twelve (12) months before such leave is taken.

Subd.2. Short-term unpaid leave may not be used during the first five (5) duty days or the last five (5) duty days of school or no duty days on which staff development or parent-teacher conferences are scheduled.

Subd.3. Employees must exhaust their personal leave and/or vacation leave in a given year prior to taking any unpaid leave.

Subd.4. Additional short-term unpaid leave may be granted to an employee at the discretion of the Superintendent. The Superintendent may waive other restrictions on short-term unpaid leave in extraordinary circumstances beyond the ~~E~~employee's control.

Section 2.10. 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 pay deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 2.11. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 2.12. 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 or supplemented by disability/illness leave, 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: PAY

Section 3.1. Base Pay:

Subd.1. For pay purposes, positions and base pay wages are categorized ~~into groups~~ as shown in APPENDIX A.

Subd.2. The base pay for an Employee who works for the entire work year shall be: (Number of weekdays in the fiscal year—such as 260 or 261) * (average number of hours per work day) * (base pay wage).

Subd.3. The base pay for an Employee who does not work for the entire work year shall be: (Number of work days + holidays) * (average number of hours per work day) * (base pay wage).

Subd.4. Hourly pay rates are used to calculate salaries for Employees exempt from overtime provisions.

Section 3.2. Step Advancement:

Subd.1. The School District will determine step placement for any new Employee.

Subd.2. Employees are eligible for a step advancement on July 1, 2020 if ~~they were~~ employed as of January 1, 2020. However, the School District may withhold a step advancement for budgetary reasons, employee evaluation, or other factors.

Subd.3. Employees are eligible for a step advancement on July 1, 2021 if ~~they were~~ employed as of January 1, 2021. However, the School District may withhold a step advancement for budgetary reasons, employee evaluation, or other factors.

Section 3.3. Career Increment: -A career increment of \$0.50/hour will be provided to each Employee who has completed ten (10) years of service in Red Wing Public Schools. An additional \$0.50/hour will be provided to each Employee who has completed fifteen (15) years of service in Red Wing Public Schools.

Section 3.4. Pay Differentials: The following pay differentials will be paid to each Employee as earned:

Nutrition Services Director	Master's Degree in Related Field	\$1.50/hr
	Bachelor's Degree in Related Field (only if no Master's Degree)	\$1.00
	Registered Dietition Dietitian and Licensed Dietition Dietitian in Minnesota	\$1.00
Activities Director	Licensure as K-12 Principal in Minnesota	\$1.50
	Master's Degree in Related Field	\$1.50
Student Support Coordinator	Licensure as K-12 Principal in Minnesota	\$1.50
	Master's Degree in Related Field	\$1.50
Buildings and Grounds Director	Master's Degree in Related Field	\$1.50
	Bachelor's Degree in Related Field (only if no Master's Degree)	\$1.00
<u>Communications Manager</u>	<u>Master's Degree in Related Field</u>	<u>\$1.50</u>
Human Resources Manager	Master's Degree in Related Field	\$1.50
	Bachelor's Degree in Related Field (only if no Master's Degree)	\$1.00

	Certification in as SHRM-SCP or SHRM-CPPHLE or HCLE	\$1.00
<u>Early Childhood Director</u>	<u>Director of Special Education Licensure</u> <u>Licensure as K-12 Principal in Minnesota</u>	<u>\$1.50</u> <u>\$1.50</u>

Section 3.5. Payments: -Pay shall be paid in 24 installments during the fiscal year.

ARTICLE 4: INSURANCE AND SCHOOL-SPONSORED INSURANCE

Section 4.1. 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 his/her 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 4.2. Health and Hospitalization Insurance—Single Coverage: -The School District shall contribute \$675 per month toward the premium cost 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 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 4.3. Health and Hospitalization Insurance—Family Coverage: -The School District shall contribute \$1650 per month toward the premium cost 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 can be made toward either the \$6000 or \$10,000 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 4.4. Health Reimbursement Account (HRA) / Voluntary Employee Beneficiary Association (VEBA) 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 paid on a monthly basis toward his/her 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. 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.4. Each Employee becomes vested in the HRA/VEBA plan upon the School District’s first payment into his/her HRA/VEBA plan.

Section 4.5. Dental Insurance: -The School District shall provide, at its own expense, a single base dental plan for each Employee . Employees may purchase additional coverage at their own expense.

Section 4.6. 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 \$50,000, payable to the Employee's named beneficiary(ies). Employees may purchase additional coverage at their own expense.

Section 4.7. 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 if the Employee works at least 600 hours per year.

Section 4.8. 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 4.9. School-Sponsored Health Services: -At its sole discretion, the School District may provide school-sponsored health services for Employees and their dependents who are insured through the School District. The School District shall determine the types and specifications for services, if any, in consultation with the service provider and the School District's Labor/Management Committee.

ARTICLE 5: OTHER BENEFITS

Section 5.1. 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 \$2000/year for each Employee.

Section 5.2. Vehicle Allowance / Mileage Reimbursement:

Subd.1.-The School District shall provide \$150/month to the Activities Director, Nutrition Services Director. ~~a~~And Buildings and Grounds Director as a monthly vehicle allowances for business use of his/her private vehicle pursuant to M.S. 471.665. No other mileage request may be submitted.

Subd.2. -The School District shall reimburse other Employees for eligible business use of his/her private vehicle at rates approved by the School Board.

Section 5.3. 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. 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 5.4. Coursework for Student Support Coordinators through June 2021: -Until June 30, 2021, the School District will reimburse expenses incurred by a Student Support Coordinator for up to \$3000 per fiscal year while taking courses as approved by the Superintendent designed to improve administrative competencies. Such expenses shall include tuition, books and fees.~~

~~Subd. 1. The Student Support Coordinator shall apply for this benefit by a letter/memorandum directed to~~

~~the Superintendent stating the estimated costs for the program and outlining the course(s) to be taken. This may be fully approved, approved in part, or rejected.~~

~~Subd. 2. If the request is approved, the School District will reimburse costs for these courses up to the approved amount. Receipts/invoices must be supplied for expenses to be reimbursed.~~

~~Subd. 3. If the Student Support Coordinator resigns within one year of taking the reimbursed courses, he/she will repay the School District according to the following table:~~

If the Student Support Coordinator Resigns...	Amount to Be Reimbursed...
Within one (1) year after taking course(s)	Eighty percent (80%) of reimbursed costs
Within two (2) years after taking course(s)	Sixty percent (60%) of reimbursed costs
Within three (3) years after taking course(s)	Forty percent (40%) of reimbursed costs
Within four (4) years after taking course(s)	Twenty percent (20%) of reimbursed costs
After four (4) years after taking course(s)	No repayment is required

~~Section 5.5. Coursework for Student Support Coordinators beginning July 1, 2021: Beginning on July 1, 2021, no reimbursement will be granted for coursework taken by Student Support Coordinators.~~

ARTICLE 6: OTHER PROVISIONS

~~Section 6.1. 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 6.2. -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 6.3. Grievance: -The procedure for the filing of a grievance is provided by law.~~

| Section 6.4. 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.~~

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