

Red Wing Public Schools

2451 Eagle Ridge Drive
Red Wing, MN 55066

Terms and Conditions of Employment for Non-Classified Personnel

2020-2021 and 2021-2022

DRAFT

Presented to the School Board on TBD

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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 Non-Classified Personnel (hereafter referred to as "Employees") in Red Wing Public Schools (herein referred to as "School District") for the 2020-2021 and 2021-2022 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 annual paid vacation for each fiscal year accrued on a monthly basis:

<u>Work Experience Within School District that Generated Vacation</u>	<u>Days/Year</u>
Beginning with 1 st year of employment	14
Beginning with 7 th year of employment	19
Beginning with 15 th year of employment	24
Beginning with 21 st year of employment	27

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 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 the following number of personal days each year:

Regularly assigned 0-49 days:	Zero (0) days of personal leave each year
Regularly assigned 50-99 days:	One (1) day of personal leave each year
Regularly assigned 100-159 days:	Two (2) days of personal leave each year
Regularly assigned 160-199 days:	Three (3) days of personal leave each year
Regularly assigned 200-259 days:	Four (4) days of personal leave each year

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. As per previous addenda, the Employee hired as a Student Services / MARSS Coordinator as of July 1, 2001 will earn 14 days of disability/illness leave per year of employment up to a maximum of 200 days.

Subd.2. 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 daily, the disability/illness leave per month will be prorated.

Subd.3. 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.4. 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 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. 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 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.

Subd.5. If an employee is moved to a lower classification and earns more than Step 15, he or she will continue to earn the same wage until Step 15 exceeds the wage.

Section 3.2. Step Advancement:

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

Subd.2. Employees hired prior to July 1, 1995 in a position covered by this document are eligible for three step advancements on July 1, 2020. Other 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 hired prior to July 1, 1995 in a position covered by this document are eligible for three step advancements on July 1, 2021. Other 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 3.5. Lead Interpreter: A lead interpreter may be appointed annually by the Special Education Director to complete a variety of tasks agreed upon with the Special Education Director. The lead interpreter will be compensated \$500 per contract year.

Section 3.6. Payment: Pay shall be paid in 24 equal installments during the fiscal year.

ARTICLE 4: INSURANCE AND SCHOOL-SPONSORED HEALTH SERVICES

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 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 School-Age Childcare Coordinator and Community Recreation Coordinator as a monthly vehicle allowance 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.

ARTICLE 6: SEVERANCE PAY FOR EMPLOYEES HIRED BEFORE JULY 1, 2001

Section 6.1. Eligibility: Each full-time Employee (not including the Student Services and MARSS Coordinator who received severance during the 2018-20 term) who was employed by the School District before July 1, 2001, works at least five (5) hours per day at the time of resignation/retirement, has completed at least ten (10) years of continuous service to the School District, and is at least 55 years of age shall be eligible for severance pay when a resignation/retirement has been accepted by the School Board. Severance pay shall not be granted to any Employee who has been discharged for cause by the School District.

Section 6.2. Date of Resignation or Retirement: To be eligible for disability/illness leave pay, an Employee must submit his or her written resignation or retirement notice at least sixty (60) calendar days before 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.

Section 6.3. Amount of Severance Pay:

Subd.1. The amount of severance pay for an eligible Employee shall be \$10.00/hour for accumulated unused disability/illness leave up to a maximum of 1600 hours.

Subd.2. The cumulative School District contributions to the Employee's Tax-Sheltered Annuity plan in Article 4 shall be subtracted from the maximum allowed to determine the severance pay for the Employee.

Section 6.4. Payment:

Subd.1. Payments of severance pay will be made into the Employee's tax-sheltered annuity plan sponsored by the School District-approved agency within thirty (30) days after the Employee's last day of service.

Subd.2. If the Employee dies after the effective date of retirement but before the severance pay payment has been made, the payment shall be made to the named beneficiary or, lacking same, to the estate of the deceased.

ARTICLE 7: SPECIAL PROVISIONS FOR INTERPRETERS AND COTAS

Section 7.1. Transportation: When interpreters transport students, School District interpreter rates will be paid. Travel duties may include transporting students to and from the Minnesota State Academies for the Deaf and Blind. A school vehicle will be provided for transportation. When driving on a Sunday, compensation will be at 1.5 times the regular rate.

Section 7.2. Additional Signing: When requested to do additional signing for the School District on an as needed basis, School District interpreter rates will be paid.

Section 7.3. Certification Rate Changes: Certification rate changes will be available upon certified.

Section 7.4. Certification Testing Costs: If approved in advance by his or her supervisor, up to \$600 of the cost of certification testing will be paid by the School District for one cycle of testing.

Section 7.5. Association Dues: If approved in advance by his or her supervisor, the School District will pay for association dues and membership for certified interpreters and COTAs.

Section 7.6. Meeting Rates: Interpreters may meet up to two hours each month as a group or with the D/HH teachers. School District interpreter rates will be paid.

Section 7.7. Probationary Period: New hires will have a probationary period of one semester.

Section 7.8. Notification of Termination: If the School District receives notification that a student requiring interpreting services will no longer be attending school within the School District, the School District shall give a two-week notification of intent to discontinue employment of the interpreter.

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 the 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.

Appendix A

Step	<u>Group A</u>	<u>Group B</u>	<u>Group C</u>	<u>Group D</u>
	Adult Basic Education Coordinator	Buildings & Grounds Administrator School-Age Care Coordinator IT Systems Administrator	Aquatics Coordinator Community Recreation Coordinator Adult Program Coordinator Youth and Family Program Coordinator Colvill Kids Teacher (Non-Licensed) School-Home Liaison Adult Basic Education Instructor District Administrative Assistant Payroll Coordinator Student Services & MARSS Coordinator Student Services & Ed-Fi Coordinator Technology Specialist Certified Occupational Therapy Assistant Certified Interpreter	Kids Junction Lead Teacher Accounts Payable Clerk District Office Receptionist
2020-2021				
1	31.30	25.30	22.80	16.11
2	31.77	25.68	23.14	16.35
3	32.25	26.06	23.48	16.60
4	32.73	26.46	23.84	16.85
5	33.22	26.85	24.19	17.10
6	33.72	27.26	24.56	17.35
7	34.22	27.66	24.93	17.61
8	34.74	28.08	25.30	17.88
9	35.26	28.50	25.68	18.15
10	35.79	28.93	26.06	18.42
11	36.32	29.36	26.46	18.70
12	36.87	29.80	26.85	18.98
13	37.42	30.25	27.25	19.26
14	37.98	30.70	27.66	19.55
15	38.55	31.16	28.08	19.84
2021-2022				
1	31.30	25.30	22.80	16.11
2	31.77	25.68	23.14	16.35
3	32.25	26.06	23.48	16.60
4	32.73	26.46	23.84	16.85
5	33.22	26.85	24.19	17.10
6	33.72	27.26	24.56	17.35
7	34.22	27.66	24.93	17.61
8	34.74	28.08	25.30	17.88
9	35.26	28.50	25.68	18.15
10	35.79	28.93	26.06	18.42
11	36.32	29.36	26.46	18.70
12	36.87	29.80	26.85	18.98
13	37.42	30.25	27.25	19.26
14	37.98	30.70	27.66	19.55
15	38.55	31.16	28.08	19.84

Licensed Colvill Kids Teachers earn an hourly wage equal to BA Step 1 of the teacher agreement / 1544.