Red Wing Public Schools

2451 Eagle Ridge Drive
Red Wing, MN 55066

Terms and Conditions of Employment for Program Assistants

Tutors
Licensed Swimming Instructors/Lifeguards
Kids Junction Assistant Lead Teachers

2024-2025 and 2025-2026

Approved by the School Board on May 27, 2025

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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 Assistants (herein referred to as "Employees") in Red Wing Public Schools for the 2024-25 and 2025-26 fiscal years. Program Assistants include tutors, licensed swimming instructors/lifeguards, Kids Junction assistant lead teachers, and other positions as may be assigned by the School District.

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 and Pay Calculations: To determine pay and leave for hourly employees, a day is equal to average hours worked per day.

Section 2.3. Holidays: Each Program Assistant shall be entitled to eight(8) paid holidays if they occur during the Employee's contracted work year. These holidays will be Juneteenth, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day.

Section 2.4. Personal Leave:

Subd.1. Employees 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+ 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 2.5. Disability/Illness Leave: Each Program Assistant shall earn paid disability/illness leave for absences from work necessitated by illness or injury.

Subd.1. Each Program Assistant will earn one (1) day of disability/illness leave per each full month of employment up to a maximum of 200 days.

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

Subd.3. A Program Assistant shall not be entitled to payment for any unused disability/illness leave days earned and accrued pursuant to the provisions of this section.

Section 2.6. 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 2.7. 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. 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 2.8. 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 2.9. 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 pay deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 2.10. Military Leave: Military leave shall be granted pursuant to applicable law.

ARTICLE 3: COMPENSATION

Section 3.1. Base Pay:

Subd.1. Base pay wages for 2024-25 and 2025-26 are included in APPENDIX A.

Subd.2. The School District will determine step placement for any new Employee.

Subd.3. Each Employee will be eligible for a step advancement on July 1, 2022 if employed as of January 1, 2022. However, the School District may withhold a step advancement for budgetary reasons, employee evaluation, or other factors.

Subd.3. Each Employee will be eligible for a step advancement on July 1, 2023 if employed as of January 1, 2023. However, the School District may withhold a step advancement for budgetary reasons, employee evaluation, or other factors.

Section 3.3. Payment for Required Training: The School District will pay for required training for licensed swimming instructors /lifeguards (for example, CPR training). The School District will pay the registration fee for required training for Kids Junction Assistant Lead Teachers.

ARTICLE 4: 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: The School District shall contribute $600.00 toward the premium cost for single or family coverage for each full- time Employee employed by the School District who qualifies for and is enrolled in insurance coverage in the School District's group health and hospitalization insurance 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. 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 4.4. 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 4: OTHER PROVISIONS

Section 4.1. 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 4.2. Grievance: The procedure for the filing of a grievance is provided by law.

Section 4.3. 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	Group A Tutor	Group B Licensed Swimming Instructor / Lifeguard	Group C Kids Junction Assistant Lead Teacher
2024-25			
6	20.83	20.60	15.84
7	21.15	20.90	16.07
8	21.47	21.23	16.31
9	21.79	21.54	16.56
10	22.11	21.86	16.82
11	22.44	22.19	17.06
12	22.77	22.53	17.33
13	23.12	22.86	17.58
14	23.46	23.20	17.84
15	23.82	23.55	18.11
2025-26			
6	21.56	21.32	16.39
7	21.89	21.63	16.63
8	22.22	21.97	16.88
9	21.55	22.29	17.14
10	22.88	22.63	17.41
11	23.23	22.97	17.66
12	23.57	23.32	17.94
13	23.93	23.66	18.20
14	24.28	24.01	18.46
15	24.65	24.37	18.74