

Terms and Conditions of Employment

**2020-2021
2021-2022**

**COMMUNITY EDUCATION LEADS
& ASSISTANTS**

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ARTICLE I – DEFINITIONS

Section 1 – Definition Of Unit

All positions as listed in Appendix A shall be considered a part of the Community Ed Leads and Assistant group. Appendix A is for reference only and may be updated periodically. This is a meet and confer group and employment is at-will.

Section 2 – Terms And Conditions Of Employment

Shall mean the hours of employment, the compensation therefore and economic aspects relating to employment, and the employer's personnel policies affecting the working conditions. These terms and conditions of employment may be changed unilaterally by the school district at any time.

Section 3 – Working Day

A working day shall be defined as any day the employee is scheduled to work or any holiday the employee is eligible to be paid for.

Section 4 – Full-Time Employee

Employees regularly scheduled to work six or more hours per day for at least 172 days, or 30 hours per week for at least 35 weeks shall be considered full time.

Section 5 – Part-Time Employee

Employees regularly scheduled to work less than six hours per day for at least 172 days, or 30 hours per week for at least 35 weeks, shall be considered part-time.

ARTICLE II – WAGES AND COMPENSATION

Section 1 – Wages

The wages reflected in Appendix A shall be in effect for the period commencing July 1, 2018 and ending June 30, 2020.

The wages provided herein may, at the sole discretion of the School Board, be increased during the term of this contract for purposes of complying with the conditions of M.S. 471.99, as amended.

Section 2 – Previous Training Or Experience

A new employee who has relevant prior experience may be given credit for up to two years for purposes of initial placement on the salary schedule.

Section 3 – Advancement On The Salary Schedule

Subd. 1 – Employees hired on or before December 31 shall be paid at their starting step on the salary schedule. Effective the following July 1, employees shall be advanced to the next step. Employees hired after December 31 shall be paid at their starting step on the salary

schedule until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached.

Subd. 2 – The District may, at its discretion, withhold step advancement/pay increase as a result of performance concerns. If it is determined that step advancement will be withheld, the employee shall be notified in writing by no later than May 15.

Subd. 3 – Employees shall be provided step advancement on the salary schedule following Board approval of the updated Terms and Conditions of Employment.

Section 4 – Pay

Subd. 1 – Employees will be paid twice per month. If a pay date falls on a Saturday, Sunday or holiday, employees will be paid on the last business day immediately preceding.

Subd. 2 – All employees are required to use electronic deposit in the employee's choice of direct deposit account.

Section 5 – Deductions from Pay

If, during any pay period, an employee's pay is not sufficient to cover established/elected deductions, any balance due will be deducted from the next payroll check.

Section 6 – Overtime

Subd. 1 – Employees working overtime, not covered by compensatory time, shall be paid at the regular hourly rate, up to a maximum of 40 hours per week. After 40 hours per week, employees will be paid at the rate of time and one-half.

Subd. 2 – Overtime must be approved in advance by the authorizing administrator.

Section 7 – Compensatory Time

Subd. 1 – Compensatory time is working beyond the regular work day/year as authorized by the administrator in charge.

Subd. 2 – Compensatory time must be used within the same week in which it is earned. Prior approval to use compensatory time must be obtained from the authorizing supervisor.

Subd. 3 – Compensatory time shall be given at the rate of time and one-half, after 40 hours, subject to applicable laws.

Subd. 4 – If compensatory time cannot be used within the same week in which it is earned, the employee shall be paid for such work.

Section 8 – Overpayment

If the district mistakenly overpays an employee covered under these Terms and Conditions of Employment, such overpayment may be reclaimed by the District by withholding appropriate amounts from the employee's salary. Before such action is taken, there will be a personal conference with the employee.

ARTICLE III - VACATIONS AND HOLIDAYS

Section 1 – Vacation

Subd. 1 – Full time employees hired prior to July 1, 2008, and working 51 or 52 weeks per year shall be eligible to earn vacation according to the following schedule:

	<u>1-5 Years</u>	<u>6-10 Years</u>	<u>11 or more years</u>
51-52	12	15	20

Subd. 2 – Full time employees hired on or after July 1, 2008, and working 51 or 52 weeks per year shall be eligible to earn vacation according to the following schedule:

	<u>1-5 Years</u>	<u>6-10 Years</u>	<u>11 or more years</u>
51-52	10	15	20

Subd. 3 – Vacation accruals will be allocated on July 1 each year. Accruals will be based on the actual number of years of service completed at the time of the accrual.

Subd. 4 – Vacation may be used according to the following provisions:

- a. Up to ten days of vacation accrued during a fiscal year may be carried over into the next fiscal year.
- b. An employee cannot borrow vacation time from the next fiscal year.
- c. Employees working less than the full year shall be provided vacation accrual on a pro-rata basis.
- d. An employee leaving the district will be paid for unused vacation that has been earned. Upon termination of employment, the employee's last check will be adjusted for any vacation leave used in excess of what has been earned.
- e. Vacations should be discussed with the employee's immediate supervisor and appropriate times arranged. During the school year, when students are present, an employee may not use more than ten days of vacation at one time. Requests for vacation should be made at least ten days in advance.

Section 2 – Holidays

All 52 week employees shall be entitled to ten paid holidays each year, as defined by the district. Employees working at least 172 days but less than 52 weeks shall receive five paid holidays each year, including Labor Day, Thanksgiving Day, Christmas Day, New Years' Day, and Memorial Day. Employees who work less than a full year will receive holiday pay on a pro-rata basis.

ARTICLE IV – SUPPLEMENTAL BENEFIT PROGRAMS

The selection of the insurance carrier shall be made by the school district as provided by law. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be against the school district as a result of a denial of insurance benefits by the insurance carrier. For all insurance programs, the board will make payment of its share of insurance premiums for each employee to provide insurance coverage for the full 12 month period commencing on July 1 and ending on June 30. Upon termination of employment, all board participation and contribution shall cease effective on the last working day.

Section 1 – Eligibility For Benefits

Subd. 1 – Employees who work regularly at least four hours per day for 172 days per year, or 20 hours per week for at least 35 weeks, shall be eligible for benefits as described in this Article.

Subd. 2 – Effective July 1, 2016, each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental. Employees eligible for coverage but covered as a spouse under a Stillwater School District employee's plan shall be eligible for a VEBA contribution as defined in this Article, until such time as they retire.

Subd. 3 – Employees hired on or after July 1, 2016, shall not be eligible to participate in the non-high deductible plan and shall be eligible to participate in the high deductible plan only.

Section 2 – Health And Hospitalization Insurance

Subd. 1 – The district shall provide a monthly contribution toward the premium for single or family insurance coverage for full time employees, as defined in Article I, Section 4, who qualify for and are enrolled in the district's group health and hospitalization plan for community ed leads and assistants. The amount provided by the district shall be as follows; however, this amount shall not exceed the actual cost of the insurance premium:

Employees participating in the non-high deductible insurance plan:

Effective July 1, 2020: Up to \$1,874

Effective July 1, 2021: Up to \$1,931

Employees participating in the high deductible/HRA/VEBA insurance plan:

Effective July 1, 2020: Up to \$1,518

Effective July 1, 2021: Up to \$1,564

For employees participating in the high deductible/HRA/VEBA insurance plan, the monthly contribution to a VEBA shall be as follows:

Effective July 1, 2020:

Single Coverage: \$125

Family Coverage: \$250

Subd. 2 – For full time employees provided a VEBA contribution due to coverage under another Stillwater School District employee's insurance policy, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2020: \$189.58

Subd. 3 – The cost of any premium that exceeds the district's monthly contribution shall be paid by the employee through payroll deduction.

Subd. 4 – The health and hospitalization program will be coordinated with Medicare in accordance with Minnesota Statutes.

Section 3 – Dental Insurance

The district shall provide a monthly contribution toward the premium for dental coverage, including dependent coverage, for full time employees who qualify for and are enrolled in the district's dental insurance plan. The amount provided shall be as follows; however, this amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 2020: Up to \$97

Effective July 1, 2021: Up to \$97

Subd. 1 – The cost of any premium that exceeds the district's monthly contribution shall be paid by the employee by payroll deduction.

Section 4 – Life Insurance

Subd. 1 – The district shall contribute the full premium necessary to purchase group term life insurance for each full time employee, in an amount equal to two times the employee's annual base salary, calculated to the nearest \$1,000. The policy shall contain a provision for double indemnity in case of accidental death, benefits in case of dismemberment, and waiver of premiums when totally disabled, in accordance with plan provisions.

Subd. 2 – Employees will have the option of paying the premium for group term life insurance in excess of \$50,000, consistent with the provisions of Subd. 1 of this Section, or elect to reduce such coverage to \$50,000.

Section 5 – Short Term Disability Income Protection

Subd. 1 – Employees employed at least four hours per day for 172 days or 20 hours per

week for at least 35 weeks shall be eligible for short term disability income protection, upon completion of one full day of employment, in accordance with plan provisions.

Subd. 2 – Short term disability income protection shall be available, upon receipt of medical certification, when sick leave benefits have been exhausted, but not before the tenth consecutive day of total disability. Short term disability income protection shall cease when the combination of sick leave and short term disability totals 120 days.

Subd. 3 – The school district shall provide eligible employees with short-term disability income protection equal to 70% of the employee's base daily rate of pay for each working day of disability.

Subd. 4 – Employees on pre-approved unpaid leaves of absence are ineligible to participate in this benefit during the period of such leave. Eligibility for short term leave shall resume on the anticipated return to work date.

Subd. 5 – This plan terminates upon termination of employment.

Section 6 – Long Term Disability Insurance

Subd. 1 – Full time employees shall be eligible for long term disability income protection, upon completion of one full day of employment, in accordance with plan provisions.

Subd. 2 – Employees are eligible for long term disability income protection after 120 consecutive working days of disability.

Subd. 3 – The school district shall provide eligible employees with long term disability income protection equal to 70% of one-twelfth (1/12) of the employee's basic annual earnings in effect prior to the date of disability.

ARTICLE V – LEAVES OF ABSENCE

Section 1 – Sick Leave

Subd. 1 – Employees will be credited with an annual accrual of 12 days per year. Employees working less than the full year will be credited with sick leave on a pro-rata basis. Employees in temporary positions of less than 67 working days shall not be eligible to earn sick leave.

Subd. 2 – The total sick leave to be earned during a service year shall be available to the employee at the beginning of the year, except that during the initial year of employment only, the total sick leave allowable will be available to the employee after working a minimum of one day.

Subd. 3 – Upon termination of employment, the employee's last check will be adjusted for any sick leave used in excess of what has been earned.

Subd. 4 – Unused sick leave may accumulate without limit except that not more than 120 days may be utilized for any single disability. Additional days may be used on a pro-rated basis to supplement LTD coverage.

Subd. 5 – The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 6 – An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available may be granted a medical leave of absence for the duration of the year during such illness or disability. Upon Board approval, this leave may be extended a maximum of one additional year, upon written request by the employee, on the basis of medical certification.

Subd. 7 – Sick leave is to be utilized for all absences resulting from an employee's physical and mental illnesses, therapy, examinations, and consultations, or that of a minor child. Sick leave may be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, grandparent, or stepparent, up to 160 hours per 12 month period, beginning July 1 of each year, pursuant to M.S. 181.9413.

Subd. 8 – Sick leave may be utilized for absences due to illness or injury of the employee's adult child, sibling, parent, grandparent, or stepparent, up to 160 hours per 12 month period, beginning July 1 of each year.

Subd. 9 – Sick leave pay shall be paid only upon submission and approval of request by appropriate building administrator.

Subd. 10 – Falsification of sick leave shall be grounds for immediate dismissal.

Subd. 11 – Up to ten days of sick leave may be utilized for adoption of a child or for paternal leave upon the birth of a newborn child.

Section 2 – Sick Leave Bank

Subd. 1 – Employees may participate in the District Sick Leave Bank, under the terms provided to other employee groups, to the extent that the sick leave bank continues to be offered by the District.

Section 3 – Emergency Leave

Subd. 1 – An employee may be granted up to two days of emergency leave per year. For purposes of this Section, emergency leave is defined as compelling business that cannot be conducted outside the work day. Reasons for such absences may include, but are not limited to, funerals not covered by bereavement leave, required attendance in the court of law, legal consultations, required academic situations, and leave the employee is eligible to use under school conference leave.

Subd. 2 – Emergency leave may never be used to extend a vacation, for business trips with spouse, to get married, for a honeymoon, for hunting or fishing trips, or in lieu of sick leave.

Subd. 3 – Falsifying an emergency leave request is grounds for dismissal.

Subd. 4 – The Superintendent is authorized to grant additional paid emergency leave, when, in the Superintendent's judgment, circumstances warrant it.

Section 4 – Bereavement Leave

Subd. 1 – Up to five days per occurrence of paid leave shall be granted for death in the immediate family. For purposes of this section, immediate family is defined as spouse, children, stepchildren, parents, spouse’s parents, stepparents, brothers, sisters, aunts, uncles, grandparents, and grandchildren.

Subd. 2 – The Superintendent is authorized to grant additional paid bereavement leave days, when, in the Superintendent’s judgment, circumstances warrant it.

Section 5 – Parental Leave

Subd. 1 – A parental leave without pay may be granted by the school district subject to the provisions of this section. Parental leave may be requested because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2 – An employee shall request parental leave in writing at least three calendar months in advance of the intended leave.

Subd. 3 – The school district may adjust the proposed beginning or ending date of a parental leave so that the dates coincide with some natural break in the school calendar.

Subd. 4 – Parental leaves may be granted up to one school year following the year in which the birth or adoption occurred.

Subd. 5 – An employee returning from parental leave shall be re-employed in the previously held or a position equivalent to the position held prior to taking the leave.

Subd. 6 – An employee returning from parental leave will be placed on the next higher step on the salary schedule only if the employee has worked at least one-half of the prior year.

Subd. 7 – During the period of parental leave, unused accrued sick leave will be held in credit.

Subd. 8 – Whenever parental leave extends to the end of a school year, the employee must notify the Community Education Director and Human Resources in writing by March 1 of intent to return or not return to the district the following year. Whenever possible, the administrator, if requested, will meet with the employee returning from leave to determine building assignment.

Subd. 9 – If an employee chooses to utilize disability leave, the employee must continue to work until a doctor certifies that she can no longer fulfill the requirements for the position. The employee is required to return to work or take parental leave as soon as she is physically able to do so. After the birth of a child, a certificate of disability from the doctor is required. During the period of disability only, the employee is eligible to receive sick leave and disability leave benefits. An employee may request a parental leave at the conclusion of this disability.

Subd. 10 – If the reason for parental leave is occasioned by pregnancy and the period of confinement is interrupted, the employee may return to work prior to the ending date of the

leave only if she is physically able and a suitable opening is available.

Subd. 11 – Periods of time when an employee is on parental leave may not be used to satisfy probationary time requirements.

Section 6 – Worker's Compensation

An employee who is injured shall receive such compensation and expenses as prescribed by the Worker's Compensation law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain regular salary for a period not to exceed sick leave reserve.

Section 7 – Jury Duty

Subd. 1 – An employee who is called to jury duty shall notify the Human Resources Department immediately upon receipt of notice so that arrangements to excuse the employee to serve may be made, if necessary.

Subd. 2 – An employee who is absent because of jury duty service will receive their regular salary from the district during the period of service, provided the employee submits pay received for the jury service, less any reimbursements for mileage and/or parking, in accordance with state laws.

Section 8 – Short Term Leave Without Pay

Short term leave without pay shall be available to employees according to the following provisions:

Subd. 1 – Employees working less than 172 days per year, may request up to five days of short term leave without pay per year.

Subd. 2 – Employees working 172 days or more per year, who are not eligible for vacation leave, may request up to ten days of short term leave without pay per year.

Subd. 3 – Employees eligible for vacation may request up to ten days of short term leave without pay during any two year period of time. The two year period will be determined by looking back two years from the date of the request.

Subd. 4 – An employee desiring a short term leave without pay shall present a written request to the immediate supervisor at least 15 days prior to the beginning date of the leave.

Subd. 5 – Granting of short term leave without pay is at the discretion of the authorizing administrator, and subject to final approval of the Human Resources Supervisor.

Section 9 – Special Leave

Subd. 1 – Employees are eligible to apply for a school year leave of absence without pay after two full years of experience in the district. Applications for such leave must be made no later than March 1 previous to the year of requested leave.

Subd. 2 – Special leave shall be available to an employee only once in each three year period of service.

Subd. 3 – An employee on leave will not receive advancement on the salary schedule during the leave. Sick leave will be frozen during the leave.

Subd. 4 – An employee returning from leave will be reassigned to the same or a comparable position, if available.

Section 10 – School Conference Leave

In accordance with Minnesota Statute 181.9412, the employer will grant an employee leave up to a total of 16 hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-working hours. School conference and classroom activities will apply only to students in grades kindergarten through 12. Such leave is unpaid unless the employee has Emergency Leave, or other applicable paid leave, available to them.

ARTICLE VI – MATCHING DEFERRED COMPENSATION PLAN

Section 1 – Eligibility

Full time employees shall be entitled to a matching school district contribution of up to 3% of their current annual salary, not to exceed \$2,000 per year, to a tax deferred account subject to Minnesota Statutes.

Subd. 1 – The district contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The district match cannot be accumulated on a retroactive basis if an employee elects to begin participation after the first year of eligibility.

Subd. 2 – Changes to or initial entry into the plan shall occur on the first pay day following the date information is received by the Human Resources Department.

ARTICLE VII – EMPLOYMENT PRACTICES

Section 1 – Non-Discrimination

All employees shall be employed, transferred and promoted without regard to race, creed, national origin, union membership, marital status or sex.

Section 2 – Filling Of Vacancies

Whenever possible, vacant positions shall be posted for five days.

Subd. 1 – Vacant positions shall be filled by the school district with the best qualified candidate, as determined by the school district. In making its determination, the administration shall give strong consideration to the qualifications of internal applicant's, as well as their aptitude for the position, length of service with the school district, and other relevant factors.

Subd. 2 – Employees transferred/promoted to new positions shall serve a 60 working day probation period.

Section 3 – In-Service Training

The school district will pay the cost for job related workshops with prior approval of the appropriate administrator.

Section 4 – Development/Tuition Reimbursement

Upon pre-approval by the appropriate administrator, full-time employees enrolled in coursework to obtain an Associates of Arts degree, may be eligible for reimbursement of tuition and materials (including software), up to a maximum of \$5200 per year for coursework completed at an accredited college that is directly related to an employee's position or may lead to promotional opportunities. To be eligible for reimbursement, the employee must submit receipts for payment as well as grade slips indicating a grade of "C" or higher, or "Pass" if a pass/fail course, within 30 days of completion of the course. If an employee receives financial support in the form of grants or aid (other than loans requiring repayment) toward their educational expenses, reimbursement will be reduced by such amounts. Employees working less than one year following the reimbursement of tuition will be required to repay a pro-rated amount of the reimbursement received during their last year of employment.

Section 5 – Emergency School Closings

On a day when school is canceled for students all Community Ed Assistants and Aides are excused from work on that day. Employees shall receive their normal daily rate of pay for the first two emergency closings due to weather each year. When Flex/eLearning days are implemented, generally starting the third day of school closure, employees will be provided opportunities to make up time missed through online professional development and/or additional work days scheduled at the end of the school year, as arranged by the Director of Community Ed and Community Engagement. Site Leads may choose to report to work or, work remotely, with supervisor approval.

Section 6 – Work Stoppage

In the event of a strike or work stoppage by other employees, it is mutually agreed that employees covered by this agreement shall be on duty and carry out policy, rules and assignments as may be directed by the employer. The employer reserves the right to make whatever directives deemed appropriate for the operation or protection of district programs and facilities.

Section 7 – Retirement And Resignations

Subd. 1 – An employee who wishes to resign/retire shall notify their immediate supervisor in writing at least ten working days prior to the effective date of the resignation or retirement.

Subd. 2 – The age at which an employee must retire shall be governed by applicable state and federal statutes.

Section 8 – Physical Examination

To be eligible for employment, new employees shall be required to complete a health examination. The exam must be completed at a clinic determined by the district, and will be paid for by the school district.

Section 9 – Right To Personnel File

Any employee shall have the right to inspect his/her personnel file during regular business hours. The employee may be accompanied by a representative of his/her choice, may reproduce contents of the file, and may attach a statement of explanation or rebuttal to any information contained in the file. No new evaluation material shall be placed in the file without the employee's awareness and receipt of a copy thereof.

APPENDIX A – SALARY SCHEDULES

2020 - 2021 School Year		
Step	Site Leader	ABE/ ECFE/ SAC Program Asst.
1	\$19.39	\$15.00
2	\$19.73	\$15.20
3	\$19.98	\$15.75
4	\$20.26	\$16.29
5	\$20.80	\$16.83
6	\$21.97	\$17.26
7	\$21.97	\$17.69
8	\$21.97	\$18.12
9	\$23.15	\$18.55
10		\$19.00

2021 - 2022 School Year		
Step	Site Leader	ABE/ ECFE/ SAC Program Asst.
1	\$19.68	\$15.23
2	\$20.03	\$15.43
3	\$20.28	\$15.99
4	\$20.56	\$16.53
5	\$21.11	\$17.08
6	\$22.30	\$17.52
7	\$22.30	\$17.96
8	\$22.30	\$18.39
9	\$23.50	\$18.83
10		\$19.29

Footnote: Community Ed Building Aides shall be compensated at the minimum wage applicable to individuals 18 years of age and older.