

Terms and Conditions of Employment

**2019-2020
2020-2021**

**District Directors, Managers, and
Program Administrators**

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ARTICLE I – DEFINITIONS

Section 1 – Definition Of Unit

Subd. 1 – All positions listed in Salary Appendix A shall be considered a part of the District Directors salary program and covered under its terms and conditions.

Subd. 2 – Salary Appendices are for reference only and may be updated periodically. This is a meet and confer group, and unless an employment contract exists, employment is at-will.

Section 2 – Working Day

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

Section 3 – Full-Time Employee

Employees regularly scheduled to work six or more hours per day shall be considered full-time.

Section 4 – Part-Time Employee

Employees regularly scheduled to work less than six hours per day shall be considered part-time.

ARTICLE II – REIMBURSEMENTS, DUES AND ALLOWANCES

Section 1 – Professional Development

A professional development fund of \$1,200 per year shall be provided to each employee. The expense must be pre-approved by the supervisor and may be used for:

1. Pre-approved conventions, seminars, and workshops.
2. Pre-approved dues not paid by the district.
3. Purchase of technological support devices. (The devices remain the property of the school district, or employees may purchase such devices at current market price, as determined by the Director of Technology.)
4. Other pre-approved professional development opportunities deemed appropriate by the employee's supervisor.

Section 2 – Development/Tuition Reimbursement

Upon pre-approval by the appropriate administrator, an employee may be eligible for reimbursement of tuition and materials (including software), up to a maximum of \$5,200 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 the 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 3 – Mileage Reimbursement

Employees who are required to use their personal cars in the performance of their duties, shall be reimbursed at the rate allowed by the Internal Revenue Service.

ARTICLE III – COMPENSATION

Section 1 – Initial Compensation

At the time of hiring, initial placement on the salary schedule shall be determined by mutual agreement between the individual employee and the employer.

Section 2 – Pay Schedule

Employees shall be paid twice per month. If a pay date falls on a Saturday, Sunday or a holiday, employees will be paid on the last working day immediately preceding. Regular paychecks shall be delivered by electronic deposit.

Subd. 1 – Payment for wages earned will be paid in equal installments over the number of months actually worked by the employee.

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

Section 4 – Tax Sheltered Annuity Contribution

Subd. 1 – The district will provide an additional \$2,500 in salary, which the employee may utilize through payroll deduction for an additional tax sheltered contribution. Contributions as provided in this Article shall be in addition to the annual base salary of the employee.

Section 5 – Adjustment To Wages

The wages provided herein may, at the sole discretion of the District, be increased during the duration of this salary program for purposes of complying with applicable state and federal laws.

ARTICLE IV – NON-DUTY DAYS AND HOLIDAYS

Section 1 – Non-Duty Days

Subd. 1 – Employees shall be granted unpaid non-duty days. The number of non-duty days granted shall be equal to the difference between 52 weeks and the number of weeks for which they are scheduled to work.

Subd. 2 – Up to ten non-duty days accrued during a fiscal year may be carried over into the next fiscal year. An employee may request Superintendent approval to carry over additional non-duty days due to unique or unanticipated events which prevented the employee from using such days. Requests must be submitted to the Superintendent prior to June 1 of each year.

Subd. 3 – Employees shall be eligible to receive payment for up to ten unused non-duty days upon separation of employment from the District.

Section 2 – Holidays

Employees working a full year shall be entitled to ten district established paid holidays each year. Employees working less than a full year shall be eligible for the paid holidays on a pro-rata basis.

ARTICLE V – SUPPLEMENTAL BENEFIT PROGRAMS

Section 1 – Eligibility For Benefits

Subd. 1 – Full-time employees working 172 days or more per year shall be eligible to receive all health and welfare benefits as provided in this Article. Part-time employees are not eligible for health and welfare benefits.

Subd. 2 – 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 who qualify for, and are enrolled in the district's group health and hospitalization plan.

For full-time employees participating in the non-high deductible insurance plan, the amount provided by the district shall be as follows: however, the amount shall not exceed the actual cost of insurance premium:

July 1, 2019 through June 30, 2020: Up to \$1,736 per month

July 1, 2020 through June 30, 2021: Up to \$1,874 per month

For full-time employees enrolled in the high deductible/HRA/VEBA insurance plan, the amount provided by the district shall be as follows: however, the amount shall not exceed the actual cost of insurance premium:

July 1, 2019 through June 30, 2020: Up to \$1,405 per month

July 1, 2020 through June 30, 2021: Up to \$1,518 per month

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

July 1, 2019 to June 30, 2021:

Family Coverage: Up to \$250.00 per month

Single Coverage: Up to \$125.00 per month

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, 2019: \$189.58 per month

Subd. 2 – The District's HRA/VEBA contributions shall be made in conjunction with regularly scheduled salary payments.

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

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

Section 3 – Dental Insurance

The Board of Education 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:

July 1, 2019 through June 30, 2020: Up to \$94.06 per month

July 1, 2020 through June 30, 2021: Up to \$97.00 per month

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

Section 4 – Survivors Benefits

If an employee who is enrolled in the districts group health and hospitalization and/or dental plan, dies while actively employed by District 834, the District shall continue to pay premiums for all eligible surviving dependents, in the same manner as was provided prior to the death of the employee. The district will continue to provide such paid benefit for a period of up to one calendar year from the date of the employee's death. If a survivor obtains employment with an employer other than the school district, and such survivor is covered by a group

medical hospital insurance plan or HMO or dental plan, such coverage shall be considered primary.

Section 5 – Life Insurance

Subd. 1 – The school district shall contribute the full premium necessary to purchase group term life insurance equal to three times the employee's annual 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 premium when totally disabled.

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.

Subd. 3 – So long as permitted by the school district's group insurance carrier, employees may purchase additional life insurance coverage on their own lives or on the lives of their spouse and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction.

Section 6 – Short Term Disability Income Protection

Subd. 1 – Full-time employees become eligible for coverage upon completion of one full day of employment. To be eligible for short term disability, an employee must be actively at work, which is defined as being present and employed for at least six hours per day, working at least 30 hours per week, in a regular capacity.

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

Subd. 3 – 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. 4 – The school district shall provide eligible employees with short-term salary protection equal to 70% of the employee's base daily rate of pay for each working day of disability.

Section 7 – Long Term Disability Insurance

Subd. 1 – Full-time employees become eligible for coverage upon completion of one full day of employment. To be eligible for long term disability, an employee must be actively at work, which is defined as being present and employed for at least six hours per day, working at least 30 hours per week, in a regular capacity.

Subd. 2 – The school district shall provide eligible employees with long term disability insurance equal to 70% of one-twelfth (1/12) of the employee's basic annual earnings in effect prior to the date of the disability, after fulfilling the plan waiting period.

Subd. 3 – Employees will have the option of paying the entire premium for LTD coverage on a payroll deduction basis.

Section 8 – Insurance Review Committee

The District will establish an Insurance Review Committee that will be advisory to the board. The committee will be composed of three representatives designated by the district, three representatives selected from the teacher's association, and one representative selected by each of the remaining employee groups in the district. The committee shall review the operation of current insurance programs including benefit and claim payments, study and recommend changes in coverage, and review specifications prior to bidding. The District shall prepare documentation summarizing insurance benefits. The document shall be provided in writing to insurance committee members and newly hired employees, and shall be posted on the web.

ARTICLE VI – LEAVES

Section 1 – Sick Leave

Subd. 1 – Employees will be credited with an annual accrual of 14 days per year. 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. Upon termination of employment, an employee's last check will be deducted for any sick leave used in excess of that earned.

Subd. 2 – Unused sick leave days 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 long term disability coverage.

Subd. 3 – The 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.

Subd. 4 – 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 contract 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. 5 – 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 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. 6 – 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.

Subd. 7 – An employee who is injured on the job shall receive such compensation as prescribed by the Worker's Compensation Law of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed the employee's sick leave reserve.

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 workday. Reasons for such absences may include, but are not limited to, funerals not covered by bereavement leave, required attendance in a 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.

Section 4 – Bereavement Leave

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, brothers-in-law, sisters-in-law, aunts, uncles, grandparents, and grandchildren.

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 parental leave so that the dates are coincident with some natural break in the school year.

Subd. 4 – Parental leave may be extended up to one full year following the school year in which the leave was granted.

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

Subd. 6 – Whenever parental leave extends to the end of a school year, the employee must notify the Human Resources Department in writing by April 1 of intent to return or not return to the district the following year.

Subd. 7 – An employee who is pregnant may elect to utilize a disability leave followed by a parental leave. When disability leave is utilized, the employee shall continue working until a doctor certifies that she can no longer fulfill the requirements of the position. During the period of disability only, the employee is eligible to receive sick leave and disability leave benefits. The employee is required to return to work as soon as she is physically able unless an unpaid parental leave is granted.

Subd. 8 – 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. 9 – Periods of time when an employee is on parental leave may not be used to satisfy probationary time requirements, when applicable.

Section 6 – Military Leave

Conditions for military leave shall comply with all applicable laws.

Section 7 – Short Term Leave

Short term leave without pay may be granted according to the following provisions:

Subd. 1 – An employee desiring a short term leave without pay shall present a written request to his/her supervisor at least 15 days prior to the beginning date of the leave.

Subd. 2 – During the first two years of employment, the Human Resources Supervisor, after consulting with the immediate supervisor, may grant up to five days of leave.

Subd. 3 – After two full years of employment, the Human Resources Supervisor, after consulting with the immediate supervisor, may approve up to ten days of leave during any two year period of time.

Section 8 – Sabbatical Leave

Subd. 1 – A sabbatical leave of absence for one year may be granted to employees for the purpose of professional advancement. To be eligible for a sabbatical leave, the employee must have been employed for at least six years in District 834. After taking a sabbatical leave, an employee may again be eligible after six more years of employment in District 834.

Subd. 2 – Applicants for sabbatical leave must submit an application to the Superintendent no later than the first working day following January 1, for leaves to be granted for the following fiscal year.

Subd. 3 – The allowance granted to an employee on sabbatical leave shall be based on one-half of the contract salary for the school year during which the leave takes place or three-fourths salary if the employee works half-time.

Subd. 4 – Upon the request of the employee, the district will pay 75% of the employee's regular salary during the sabbatical year. The following year, 25% of the previous year's salary will be deducted from the employee's salary to determine the annual salary.

Subd. 5 – Upon expiration of the sabbatical leave, the employee shall be restored to his/her former position or one comparable to it with credit for the year's service under existing salary schedules.

Subd. 6 – An employee who is granted a sabbatical leave will be required to work in District 834 for one year following the termination of the leave. If the employee's service is voluntarily discontinued, he/she shall pay back to the District a pro-rated part of the sabbatical leave allowance.

Subd. 7 – With the exception of sick leave, an employee is entitled to all benefits during the sabbatical year that are received by other staff members during the year.

Subd. 8 – Sabbatical leaves may be granted for less than one full year. The terms and conditions shall be mutually agreed to and shall be in accordance with the current applicable criteria.

Section 9 – Administrative Exchanges

Subd. 1 – The Board of Education, upon the recommendation of the Superintendent, may grant a leave of absence of not more than two years for the purpose of administrative exchanges. Exchanges, which are usually arranged through an agency of the federal government, shall be subject to the rules and regulations of such agency with regard to wages, etc.

Subd. 2 – The employee shall retain status as to sick leave reserve, position on the salary schedule, retirement fund, and other privileges as though he/she were still working in the local system. An employee upon returning from an administrative exchange, shall be assigned to his/her former position or to one of comparable status.

Section 10 – Jury Duty

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

Subd. 2 – An employee who is absent because of jury 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 reimbursement for mileage or parking, in accordance with state laws.

Section 11 – 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 VII – EMPLOYMENT PRACTICES

Section 1 – Emergency School Closings

If school is cancelled for students by the Superintendent, or designee, because of weather conditions, employees may choose to report to work, or work remotely, with supervisor approval.

Section 2 – 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 3 – In-Service

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

ARTICLE VIII – RETIREMENT PAY

Section 1 – Retirement Eligibility

An employee may elect retirement from District 834 effective at the conclusion of the school year during which they reach the age of TRA/PERA eligibility or any of the succeeding school years, or to meet opportunities, or at such other times as may be approved by the School District.

ARTICLE IX – MATCHING DEFERRED COMPENSATION PLAN

Section 1 – Eligibility

Full-time employees shall be entitled to a matching school district contribution of up to \$3,000 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 X – RETIREMENT INSURANCE

Section 1 – Employees Hired Prior To July 1, 2000

Subd. 1 – Employees hired prior to July 1, 2000, who have ten consecutive years of employment in the school district, immediately preceding their retirement, may continue as a member of the insurance group until eligible for Medicare, provided they are between the

ages of eligibility for TRA/PERA (based on the 1997 definitions of eligibility) and Medicare. Employees shall be eligible to continue single or dependent coverage, provided they maintained such coverage prior to retirement and elect such coverage. Employees electing dependent coverage shall make a monthly contribution equal to the amount they paid at the time of their retirement.

Subd. 2 – For employees electing to participate in the high deductible/HRA/VEBA option upon retirement, the District shall contribute to an HRA/VEBA account for the employee an amount equal to the amount they were eligible for at the time of their retirement, based on the level of coverage elected, i.e. single or dependent.

Subd. 3 – Such benefits shall cease when the retiree becomes eligible for Medicare, however, in no event shall such coverage extend beyond 15 consecutive years.

Subd. 4 – When a retiree reaches Medicare eligibility, the District shall provide a Medicare supplement as a conversion plan to the retiree at the retiree's expense.

Subd. 5 – In circumstances where an employee is ineligible to continue insurance coverage due to their eligibility for Medicare, the employee's spouse under the age of Medicare eligibility may purchase single coverage at the group rate for up to five years (inclusive of COBRA requirements) or until such time as they reach Medicare eligibility, whichever occurs first, provided such spouse had been covered under the plan prior to such date.

Subd. 6 – At the time of retirement, an employee may continue life insurance coverage at his/her expense under the group plan to the extent such employee has maintained coverage prior to retirement.

Section 2 – Employees Hired On Or After July 1, 2000 and Prior To July 1, 2006

Subd. 1 – For employees hired on or after July 1, 2000, who have worked in District 834 for at least ten consecutive years immediately preceding such retirement and are between the ages of eligibility for TRA/PERA (based on the 1997 definitions of eligibility) and Medicare, the district's post-retirement insurance contribution shall be equal to the single health insurance premium. An employee may elect to continue dependent coverage (within the eligibility requirements) by paying the difference between the amount provided by the district and the full premium amount, provided they maintained such coverage prior to retirement.

Subd. 2 – For employees electing to participate in the high deductible/HRA/VEBA option upon retirement, the District shall contribute to an HRA/VEBA account for the employee an amount equal to the amount they were eligible for under single coverage at the time of their retirement, provided they were enrolled in the district's insurance plan prior to retirement and elect such coverage.

Subd. 3 – Such benefits shall cease when the retiree becomes eligible for Medicare, however, in no event shall such coverage extend beyond 15 consecutive years.

Section 3 – Employees Hired On Or After July 1, 2006 and Irrevocable Election To Participate

Subd. 1 – Employees hired on or after July 1, 2006, and those who made an irrevocable election to participate in an HRA by April 15, 2006, will be ineligible for district paid retiree insurance. Employees eligible for district paid insurance, will receive a district contribution of

\$1,000 to be deposited into the district designated Health Reimbursement Account (HRA) and \$1,500 to be deposited into a premium-only HRA at the conclusion of each school year, and no later than June 30.

APPENDIX A – SALARY PROGRAM

Assistant Superintendent
Executive Director of Administrative Services
Executive Director of Finance and Operations
Executive Director of Learning and Innovation

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2019-2020	\$133,729	\$139,302	\$145,106	\$151,152	\$157,450
2020-2021	\$139,346	\$145,153	\$151,200	\$157,500	\$164,063

Director of Community Ed & Community Relations
Director of Learning and Student Engagement
Director of Learning, Technology and Design Systems
Director of Student Support Services
Director of Finance
Director of Operations
Director of Human Resources

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2019-2020	\$123,739	\$128,891	\$134,261	\$139,856	\$145,683
2020-2021	\$128,936	\$134,304	\$139,900	\$145,730	\$151,802

Assistant Director of Student Support Services

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2019-2020	\$108,487	\$113,943	\$118,691	\$123,637	\$128,788
2020-2021	\$113,043	\$118,729	\$123,676	\$128,830	\$134,197

Early Childhood and Family Programs Administrator
Manager - Facilities and Site Operations
Student Support Services Elementary and Early Childhood Program Administrator
Manager - Community Engagement

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2019-2020	\$96,161	\$98,995	\$103,121	\$107,417	\$111,893
2020-2021	\$100,200	\$103,153	\$107,452	\$111,929	\$116,593

Note: Work year for all positions is 47 weeks.