

# **NON-REPRESENTED HOURLY EMPLOYEES**

**2021-2023**

**GUIDELINES FOR WAGES, BENEFITS**

**AND**

**WORKING CONDITIONS**

**St. Cloud Area School District 742  
St. Cloud, Minnesota**

**NON-REPRESENTED HOURLY EMPLOYEES**

**2021-2023**

**St. Cloud Area School District 742  
St. Cloud, Minnesota**

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**ARTICLE I  
HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Basic Work Week.** The regular work week shall be five consecutive days, Monday through Friday, for eight hours per day exclusive of lunch, or such other schedule as the District may designate to meet business needs.

**Section 2. Basic Work Year.** The regular work year for each employee shall be prescribed by the School District. Employees in this unit shall be designated as twelve month or school year employees. School year employees are those scheduled to work at least nine months each school year but less than twelve months.

**Section 3. Part-Time Employees.** The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or temporary basis.

**Section 4. Daily Work Schedule.** All employees shall be assigned a daily work schedule as determined by the School District. Employees shall work the same schedule as the previous year unless otherwise notified. Except in the case of an emergency, employees shall be notified in writing five (5) days in advance of a change in schedule if the change results in a reduction of hours.

**Section 5. Rest Breaks and Lunch Period.** Employees working eight (8) hours per day shall be provided an unpaid duty-free lunch period of at least 30 minutes, and two fifteen (15) minute breaks during each four (4) hour period of service. Employees working less than eight (8) hours per day shall be provided with reasonable break periods during every four (4) hours of service, which may include an unpaid duty-free lunch period of at least 30 minutes.

**Section 6. School Closing.** In the event that school is closed for any reason and the School District does not require employees to perform services, employees shall be compensated as follows:

**Subd. 1.** Twelve Month Employees: In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board, employees who did not work on the closed day shall have their pay reduced accordingly. If make-up time is not required by the School Board, there shall be no reduction in pay for the day that school was closed.

**Subd. 2.** School Year Employees: In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board but is not completed by the employee, the employee's compensation shall be reduced by the number of hours the employee was paid for the closed day. If the School Board does not require make-up time, there shall be no reduction in pay for the day that school was closed.

**Subd. 3.** If any employee reports to work prior to a full day closing announcement, the employee shall be paid for time worked or two hours of compensation, whichever is greater.

**Subd. 4.** In the event of a late start, employees are expected to report at the regular time or when conditions permit. Employees may report up to two hours later than their regular report time as needed to accommodate safety or child-care concerns without any accumulative leave or pay deduction. Employees who report after the two-hour late start time will receive the appropriate accumulative leave or pay deduction for time missed.

**Subd. 5.** If school is closed early and employees are sent home, employees will receive pay for their regularly scheduled shift on that day.

**Subd. 6.** An employee scheduled for a pre-approved vacation or discretionary day on a day of school closing, shall not be charged with the use of a vacation or discretionary day.

**Subd. 7.** In the event that the School District is closed for a full or partial day, Employees may use accumulative or other paid leave time to make up for any hours lost under this section. If an employee does not have paid leave time available, the employee will receive a pay deduction for the hours lost.

Note: See Memorandum of Understanding Regarding Flexible Learning Days Pursuant to Minn. Stat. §120A.414.

**Section 7. Emergency Schedule.** In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the length of the school day, employee schedules and/or building assignments as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased or decreased for employees available and reporting for work.

## **ARTICLE II COMPENSATION**

**Section 1. Rates of Pay.** Employees shall be compensated for the 2021-2023 fiscal year period pursuant to the schedules found at Appendix B. The wages ranges reflected in the schedule shall be a part of the salary and benefits for the period commencing July 1, 2021 to June 30, 2023. A salary increase is not automatic and is effective only upon affirmative action of the school board. The District reserves the right to withhold a salary increase in individual cases for good and sufficient reasons. The superintendent shall give written notice and the reason for such action.

**Section 2. Hourly Wage Advancement.** Employees whose start date is prior to July 1, 2021, shall receive a 2.50% increase in their hourly rate for 2021-2022, and employees whose start date is prior to July 1, 2022, shall receive a 2.75% increase in their hourly rate for 2022-2023.

**Section 3. Initial Placement on Salary Schedule.** Placement of positions in the pay ranges on the salary schedule will be determined by the administration upon approval from the Executive Director of Human Resources or his/her designee. The criteria used for placement on the schedule may include:

- a. Previous experience
- b. Educational requirements
- c. Duties and responsibilities of the position; and
- d. Such other criteria as determined by the board

**Section 4. Change in Classification.** Employees who change positions, upon approval of the School District, resulting in a change in classification, shall have the difference between the starting pay rate of the existing classification and the starting pay rate of the new classification (as found in New Employee Pay Levels in Appendix A) added to or subtracted from their hourly pay rate.

**Section 5. Time Records.** Employees are responsible to submit accurate time records to the appropriate unit administrator for all hours worked during a pay period according to the required schedule in order to receive pay on scheduled pay dates. Falsification of time records may be cause for discipline up to and including termination.

**Section 6. Longevity Pay.** Longevity pay shall be per hour and added to the top step of the appropriate schedule as follows:

<u>Additional Amount Per Hour</u>	<u>2021-2022</u>	<u>2022-2023</u>
After 5 years of continuous service	\$ .60	.65
After 10 years of continuous service	\$ 1.10	1.15
After 15 years of continuous service	\$ 1.50	1.55
After 20 years of continuous service	\$ 1.90	1.95
After 25 years of continuous service	\$ 2.30	2.35

Longevity pay shall be effective on July 1 or January 1 of each year following completion of the prescribed years of continuous service.

**Section 7. Overtime.**

**Subd. 1.** Employees shall be compensated at the overtime rate of time and one-half for all hours worked over 40 hours during the calendar week. For purposes of this paragraph, paid holiday hours will be included in the calculation of hours worked for the week.

**Subd. 2.** The School District reserves the right to assign overtime in the event no qualified volunteer is available.

## ARTICLE III HOLIDAYS AND VACATIONS

### **Section 1. Paid Holidays.**

**Subd. 1. Eligibility.** Benefits defined in this Article shall apply to all full-time and part-time employees regularly employed at least 10 hours per week and at least nine months per contract year. Substitute or temporary employees shall not be eligible for any benefits under this Article.

**Subd. 2. Paid Holidays.** Eligible school year employees shall be granted the following paid holidays that occur during their duty year:

1. Labor Day
2. Friday of the MEA
3. Thanksgiving Day
4. Martin Luther King Day
5. Spring Break Friday
6. Memorial Day

In addition, employees are entitled to two (2) floating holidays per year which are to be used on non-student contact days unless otherwise approved by the employee's Supervisor, Principal or Director.

In addition to these holidays, twelve-month employees shall be granted the following additional holidays:

9. Independence Day
10. Day After Thanksgiving
11. December 24
12. December 25
13. New Year's Eve Day
14. New Year's Day

**Subd. 3. Weekends.** Any holiday that falls during a weekend shall be observed on a day established by the School District.

**Subd. 4. School in Session.** The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Employees will be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for work performed on any designated holiday.

**Subd. 5. Holidays during Leave.** A holiday that falls within a period of approved leave shall not be counted as a vacation, discretionary or accumulative leave day.

**Subd. 6. Application.** In order to be eligible for holiday pay, an employee must have worked the regular work day before and the day after the holiday unless on an excused illness or an approved paid leave.

**Section 2. Vacation for Twelve Month Employees.**

**Subd. 1. Eligibility.** This section shall apply to full-time, twelve-month employees. Part-time twelve-month employees working at least 30 hours per week shall earn pro-rata vacation pay. Part-time employees working less than 30 hours per week shall not be eligible for benefits under this section. Vacation benefits shall not apply to substitute or temporary employees.

**Subd. 2. Earning of Vacation.** Vacation time shall be earned by full time employees as follows:

First five years of service	11 days per year (7.33 hours per month)
6 through 15 years of service	16 days per year (10.66 hours per month)
16 year of service and thereafter	22 days per year (14.66 hours per month)

**Subd. 3. Accrual.** Vacation time begins to accrue as of the first date of employment and is posted in hours each pay period. Vacation time is accrued based on the schedule above for employees working eight (8) hours per day and is prorated for part-time employees based on their regular hours per day. Earned vacation time is not available for use until posted. Employees may accrue and carry over up to 120 hours of vacation time from year to year. Unused vacation time over 120 hours is lost.

**Subd. 4. Scheduling.** Vacations may be taken at any time during the contract year, subject to the needs of the School District, provided they are scheduled in advance and approved by the building or department supervisor. Employees are encouraged to schedule vacation time when school is not in session. Employees eligible for 15 or more days of vacation may be required to take vacation in two or more non-consecutive periods.

**Subd. 5. Termination of Employment.** An employee who has completed at least one (1) full year of service and who voluntarily terminates employment with at least two weeks written notice, or whose employment is terminated due to death or disability, shall receive payment for unused vacation time. An employee who is terminated for cause shall not be eligible for vacation payout.

**ARTICLE IV  
LEAVES OF ABSENCE**

**Section 1. Approval.** Approval for the use of discretionary or accumulative leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures of the School District. For the use of discretionary leave, it is the

responsibility of the employee to notify her/his supervisor of a requested absence at least three days in advance by submitting a written request on the authorized form of the School District. In the case of absence due to illness or emergency, an employee shall contact her/his supervisor as soon as possible to report the reason for her/his absence. An employee who is absent for three continuous days without notice and approval, shall be considered to have voluntarily terminated her/his employment with the School District.

## **Section 2. Accumulative Leave.**

**Subd. 1. Eligibility.** Benefits defined in this Article shall apply to all full-time and part-time employees regularly employed at least fourteen (14) hours per week and at least nine months per contract year. Substitute or temporary employees shall not be eligible for any benefits under this Article.

**Subd. 2. Accrual.** Eligible twelve-month employees shall earn annual accumulative leave of twelve (12) days per year at the rate of one (1) day per month of service. School year employees shall earn annual accumulative leave of eleven (11) days per year at the rate of one (1) day per month of service for the months of September through July. Accrual of accumulative leave shall be carried over from year to year up to sixty (60) days, and shall be available for leaves under this Article.

**Subd. 3. Calculation.** A “day” shall be calculated and accrued in hours based on the employee’s regular daily assignment. For employees with variable daily schedules, their monthly hours of accrual shall be based on the average number of hours worked per day based on their regular assignment. Additional hours of work that are not part of an employee’s regular assignment, or hours worked for summer school or outside of the regular school year, shall not affect the accrual of accumulative leave.

**Subd. 4. Deduction.** Approved absences under this Article shall be deducted from accrued accumulative leave when available or by pay deduction when accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen (15) minute increment.

**Subd. 5. Restricted Unpaid Time-Off.** Employees who have exhausted their accrued accumulative leave may be approved for up to two (2) days of time-off without pay by their supervisor. No more than one (1) employee per building shall be granted time-off without pay for the same work day(s), and no employee shall be granted more than two (2) days of time-off without pay per year, except in unusual or emergency circumstances, and then only with approval from their supervisor and the Executive Director of Human Resources or designee. Use of restricted unpaid time off resulting in absenteeism may be grounds for discipline.



### **Section 3. Discretionary Leave for School Year Employees.**

**Subd. 1. Discretionary Leave.** School year employees in this unit who work less than 12 months shall earn seven (7) days of discretionary leave per contract year. Discretionary leave is available for short-term absences so long as the employee has accrued accumulative leave available. The use of discretionary day(s) shall result in a corresponding reduction in an employee's accumulative leave balance. Discretionary leave shall not carry over from year to year.

**Subd. 2. Limitations.** Discretionary leave during student contact days should be used in a manner that minimizes disruption to student services and programming. The following limitations shall apply to the use of discretionary leave:

- a) Employees may use up to five (5) consecutive discretionary days. The use of more than five (5) consecutive days will result in a 2-for-1 deduction from accumulative leave for each additional day (e.g. six consecutive discretionary leave days = 7 accumulative leave days).
- b) In order to support critical services to students and programs, the School District reserves the right to enforce building wide limits on the number of employees from this unit using discretionary leave per day as follows: 1 member or 20% of unit staff per building, whichever is greater.

### **Section 4. Sick Leave.**

**Subd. 1.** Sick Leave shall be allowed by the School District whenever an employee is absent due to illness or injury that prevented his/her attendance and performance of duties on that day.

**Subd. 2. Medical Certification.** The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or injury, indicating such absence was due to 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. 3. Illness of a Child.** Sick leave may be used for the illness of an employee's child (includes step-child), subject to the provisions of Minn. Stat. §181.9413.

**Subd. 4. Family Illness Leave.** Sick leave may be used for serious illness of an employee's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. Employees who exceed 5 days of absence for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

**Subd. 5. Long Term Disability.** Employees eligible for long-term disability will

not receive sick leave pay beyond 90 calendar days.

### **Section 5. Bereavement.**

**Subd. 1.** Up to five (5) days of bereavement leave per incident shall be allowed for death in the employee's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, uncles, aunts, nephews, nieces, corresponding step-persons, and persons for whom they are legally responsible to make decisions. All absences for bereavement of immediate family will be deducted from accrued accumulative leave. Twelve-month employees requesting bereavement leave for persons outside the immediate family may use vacation leave. School Year employees requesting bereavement for persons outside of the immediate family may use discretionary leave. Discretionary leave will be deducted from accrued accumulative leave.

**Subd. 2.** In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances.

### **Section 6. Special Leave.**

**Subd. 1.** Special leave, not to exceed two days per year, may be granted to twelve-month employees of this employee group. Special leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special leave is not granted for purposes of recreation, vacation or outside gainful employment except that which is incidental in the pursuit of a school related activity.

**Subd. 2.** All absences under this section must be approved in advance. Leave used shall be deducted from the employee's accumulative leave.

**Subd. 3.** Requests for Special Leave shall be made to the Supervisor or building administrator and to the Executive Director of Human Resources or designee with reasonable notice in advance of the anticipated absence.

**Subd. 4.** Examples of legitimate claims for special leave shall include, but are not limited to the following:

- a) Matters relating to settlement of an estate in which person has legal interest.
- b) Urgent legal matters of the employee or of a member of his/her immediate family that require the employee's attention.
- c) Pallbearer or attendance at funeral services for persons for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- d) Weddings in the family or an attendant at a wedding.

- e) Compelling reasons resulting from a natural disaster.
- f) Family crisis not covered by other leaves of absence.
- g) Other emergencies beyond the employee's control.

## **Section 7. Child Care Leave.**

**Subd. 1.** A child care leave may be granted by the School District, subject to the provisions of this section. Child care leave may be granted for the birth or adoption of a child or children, or because of the need to provide parental care for a child or children of the employee for an extended time.

**Subd. 2. Written Request.** All requests for child care leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

**Subd. 3. Commencement of Leave.** Leave under this section shall commence upon home placement of an adopted child or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the employee and the School District.

**Subd. 4. Duration of Leave.** In making a determination concerning the duration of a child care leave, the School District shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to his or her employment prior to the date designated in the request for child care leave except by mutual agreement.

**Subd. 5. Unpaid Leave.** Leave under this section shall be without pay, however, an employee may use any accrued accumulative leave that is available. Insurance benefits may be continued at the option and expense of the employee.

**Subd. 6. Return from Leave.** An employee returning from child care leave shall be returned to his/her previous position or to another comparable position for which he or she is qualified. An employee returning from a child-care leave of less than six months will be returned to his or her previous position.

**Section 8. Jury Duty Pay.** All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit any witness fees received to the School District less any mileage expenses. Absences under this section shall not be deducted from accumulated leave.

## **Section 9. Workers' Compensation.**

**Subd. 1.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District shall pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of sick leave and/or vacation pay.

**Subd. 2.** A deduction shall be made from the employee's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' compensation.

**Subd. 3.** Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 4.** In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

**Section 10. Unpaid Leave of Absence.** At the sole discretion of the School District, an employee may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent. The leave request shall include the proposed commencement and termination dates of the leave. An employee returning from a leave of absence under this section for less than ninety (90) days shall be returned to his or her previous position. An employee returning from a leave of absence after more than ninety (90) days shall be returned to his or her previous position or to another comparable position for which he or she is qualified.

**Section 11. Application.** The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on leave under this Article shall not be counted in determining the completion of the probationary period.

**Section 12. Retention of Earned Benefits.** An employee who returns to work from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not

accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

**Section 13. Insurance Participation.** An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, shall terminate if the employee does not return to the School District pursuant to this section.

## **ARTICLE V GROUP INSURANCE**

**Section 1. Selection of Carrier.** The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the insurance committee composed of employee group and other employee representatives.

### **Section 2. Eligibility.**

**Subd. 1.** To be eligible for benefits under this Article, an employee must be regularly employed at least 30 hours per week.

**Subd. 2. Determination of Eligibility.** An employee's eligibility for participation in insurance benefits under this Article will be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the school year. A reduction in hours resulting from a change in an employee's assignment by the School District based on shortage of work or funding, shall not affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

**Subd. 3. Ineligible Employees.** An employee who is regularly employed less than 30 hours per week shall not be eligible for the benefits of this Article. Upon termination of employment, an employee is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

### **Section 3. Medical Insurance Plan.**

**Subd. 1.** The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

**Subd. 2.** Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

**Subd. 3. HRA Contribution:** The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

- 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
- 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.
- 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of \$1,500 for each employee if in single coverage plans or \$3,000 to the employee carrying a dependent coverage plan.
- 4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.
- 5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

**Subd. 4. Single Coverage.**

- a. **Twelve Month Employees:** Effective October 1, 2021, the School District shall contribute a sum of not to exceed \$568.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. The district reserves the right to make additional premium contributions for any individual employee to meet the health care affordability requirements of state or federal law.
- b. **School Year Employees:** Effective October 1, 2021, the School District shall contribute a sum of not to exceed \$568.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization

plan. The district reserves the right to make additional premium contributions for any individual employee to meet the health care affordability requirements of state or federal law.

**Subd. 5. Family Coverage.**

- a. **Twelve Month Employees:** Effective October 1, 2021, the School District shall contribute a sum of not to exceed \$1,039.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan.
- b. **School Year Employees:** Effective October 1, 2021, the School District shall contribute a sum of not to exceed \$1,039.00 per month for employees working at least thirty (30) hours per week, toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan.

**Subd. 6. Employee Married to Employee.** For any member of this employee group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed the premium for two fully paid single insurance plans, or one fully paid dependent insurance plan for employees with eligible dependents, for the full contract year.

**Section 4. Dental Insurance.** Effective October 1, 2016, the School District shall contribute a sum of not to exceed \$23.85 per month toward the premium for single coverage, and \$66.70 per month toward the premium for dependent coverage, for each eligible employee who qualifies for and is enrolled in a single or family School District group dental plan.

**Section 5. Long Term Disability.** The School District shall provide a group long term disability insurance program and will pay the cost of the premium for each employee eligible for benefits under this Article. The School District will pay up to \$500.00 per month toward the health and hospitalization insurance premium for an employee qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

**Section 6. Life Insurance.** The School District shall provide \$50,000.00 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the terms of the School District insurance policy. Employees may purchase additional insurance in units of \$10,000 up to a maximum of \$100,000. Premium payments shall be the responsibility of the employee and made by salary reduction.

**Section 7. Insurance Work Year.**

**Subd. 1. Twelve Month Employees.** Insurance contributions for twelve (12)

month employees eligible for benefits under this article shall be paid monthly for twelve months of the year.

**Subd. 2. School Year Employees.** Employees working as School Year Employees as defined in Article I shall receive School District insurance contributions for medical insurance, life insurance, long-term disability insurance, and dental insurance from September 1st through August 31st of each year. Employee premium payments and School District premium contributions will be pro-rated over 17 pay periods during the employee's regular work year on a schedule to be determined by the School District.

Employees electing district insurance coverages will be eligible for insurance contributions from the District as follows:

**Subd 3. Starting Date of Insurance.** An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

**Subd. 4. Summer Insurance Contributions for School Year Employees.** A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e. their last scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

**Subd. 5. Insurance Contributions During Unpaid Leave.** Employees who are absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active status for at least ten (10) paid days. Employees that are absent for a qualifying



medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

**Subd. 6. Collection of Employee Share of Premium Contributions.** The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15<sup>th</sup> of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

**Subd. 7. Duration of Insurance Contribution.** An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

**Section 8. Retention of Benefits.** If after November 30<sup>th</sup> of any year an employee's position is reduced in hours by the School District below the number of hours required to be eligible for benefits under this Article, the employee shall continue to receive benefits based on their assignment prior to the reduction of hours for the remainder of the school year.

**Section 9. Claims Against the School District.** 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 made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 10. Medical Insurance for Retirees.** Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

## **ARTICLE VI PROBATION PERIOD**

**Section 1. Probationary Period.** Employees in this work group are employees-at-will,

however, each new employee shall serve a probationary period of sixty-seven (67) working days of continuous service in the School District, exclusive of leave days under Article IV. During the probationary period the School District shall have the unqualified right to discharge such employee.

**Section 2. Completion of Probationary Period.** Employees who complete a successful probationary period shall be regarded as regular employees, although nothing in these guidelines alters the employee-at-will relationship with the School District.

**Section 3. Probationary Period After Promotion.** An employee promoted to a higher classified position shall be on probation for thirty (30) work days during which period the School District shall have the right to return the employee to his/her former position at the discretion of the school district.

**ARTICLE VII  
SEVERANCE PAY / WELLNESS PAY / 403B**

**Section 1. Severance Pay.**

**Subd. 1. Eligibility.** Employees meeting the following requirements shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District:

- a. Employees who have completed at least ten (10) years of continuous service with the School District who are immediately eligible for a state retirement annuity benefit;
- b. Employees who become and remain totally and permanently disabled while employed by the School District;
- c. Employees whose death occurs while employed by the School District.

**Subd. 2. Calculation of Severance Pay.** An eligible employee shall receive as severance pay upon her/his retirement, the amount obtained by multiplying the number of his/her accrued accumulative leave days up to sixty (60) days, times her/his daily rate of pay at the time of retirement, disability or death, times the percentage determined by the employee's years of service on her/his last day of employment.

10 full years of service	40%
15 full years of service	50%
20+ full years of service	60%

**Subd 3.** Employees with more than 30 years of service as of January 1, 2020, or who retire prior to July 1, 2021, will be eligible for severance pay based on their accrued accumulative leave days up to one hundred (100) days.

**Subd. 3. Ineligibility.**

Severance pay under this section shall not be granted to any employee who is discharged for cause by the School District or who resigns while under investigation for misconduct.

**Subd. 4. Payment.**

- a. Severance Pay under this section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP) within sixty (60) days of retirement.
- b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the employee's retirement date, payment under this section shall be paid directly to the employee in one lump sum within sixty (60) days of retirement.
- c. If an employee who is eligible for severance pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated retirement date, severance pay will be paid to the employee via payroll or to the employee's estate and not to the MHCSP.

**Section 2. Wellness Pay.** Effective January 1, 2019, employees shall receive annual wellness pay for all accrued accumulative leave days in excess of sixty (60) days. The school district shall pay out an amount equal to the total number of excess days multiplied by the employee's daily rate times .6 by August 31<sup>st</sup> of each year, into the employee's Minnesota Health Care Savings Plan (MHCSP).

School Year employees that have accrued more than seventy (70) days or Twelve Month employees that have accrued more than seventy two (72) days as of June 30, 2020, will receive wellness pay for up to ten days for School Year Employees and up to twelve days for Twelve Month employees pursuant to this section, and any additional days will be placed in a sick leave bank that will be available to the employee for sick leave should their accrued balance of accumulative leave be exhausted. Days in the sick leave bank shall not be eligible for payout as severance or wellness pay, except as provided in Section 1, Subd. 3 of this Article.

**Section 3. 403b Plan.**

**Subd. 1. Participation.** Employees of this employee group shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24.

**Subd. 2. Matching Contribution Plan.** Beginning with open enrollment during the 2020-2021 school year, the School District will match employees' annual contributions for employees who are benefit eligible under Article VIII based on their current year of employment in the School District. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

**Maximum Match Amount**

<b><u>Years of Service</u></b>	<b><u>Annual</u></b>	<b><u>Cumulative</u></b>
0 years to three (3) years	\$ -0-	\$ -0-
Four (4) – Eight (8) years	\$500	\$ 2,500
Nine (9) – Thirteen (13) years	\$600	\$ 3,000
Fourteen (14) – Eighteen (18) years	\$700	\$ 3,500
Nineteen (19) plus years	\$900	<u>\$ 8,000</u>
		\$17,000

**Subd. 3.** The maximum career matching contribution by the School District shall be \$17,000.

**Subd. 4.** A salary reduction authorization agreement must be completed by the eligible employee by September 1 for the employee to participate in the 403b Matching Contribution Plan for that school year.

**Subd. 5.** The School District shall provide notice to employees when they become eligible for an increased level of matching contribution.

**Subd. 6.** Employees on unpaid leaves may not participate in the matching program while on leave.

**ARTICLE VIII  
MISCELLANEOUS**

**Section 1. Medical Examination.** An employee whose condition of physical or mental health is thought to be adverse to the welfare of students or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

**Section 2. Mileage Reimbursement.** Employees of this unit who are authorized to use their own automobile in the performance of their duties will be reimbursed for all authorized travel at the rate established by the School District.

**Section 3. Retiree Recognition.** The District will initiate an Employee Recognition program designed to acknowledge and commend service to District 742 schools.

Lane Position Title

61	Literacy Accountability Assistant
61	ABE Technology Specialist
61	Behavior Support Specialist
61	Security Officer
61	Early Childhood Outreach Specialist
65	Accessible Educational Materials Support Specialist
65	Technology & Accessibility Support Specialist
65	Community Ed Program Specialist
65	Human Resources Specialist
65	Printing Technician
65	Routing Specialist
65	Visual Communication Specialist
65	Vision Support Specialist
65	Web Technician
70	Bilingual Communication Support Specialist
70	Volunteer/Facilities Scheduling Specialist
70	District Support Technician Level 1
70	Executive Assistant
70	Intervener
74	Behavior Resource Specialist
74	Behavior Truancy Interventionist
74	Communications Coordinator
74	Community Ed Program Coordinator
74	Compliance Assistant
74	Computer Programmer
74	District Support Technician Level 2
74	Homeless Liaison
74	Human Resources Coordinator
74	Literacy Accountability Specialist
74	Outreach & Marketing Coordinator

## Hourly Wage Schedule 2021-2023

	D	E	F	G	I
	58	61	65	70	74
2021- 2023 Ranges	14.42- 18.46	16.48- 20.93	18.23- 23.42	21.54- 27.55	24.62- 31.60

\* Eliminate Lane 56

### 2021-2023

#### Recruitment and Retention Stipends

In addition to pay changes reflected in Article VII, Section 1, Subd 2., and this wage schedule, employees will be eligible for Recruitment and Retention Stipends in each year in the total amount of \$1,500 per contract year, prorated based on the employees regularly scheduled hours per day as follows:

- 6+ hours per day = \$1,500 each year
- 4.01-5.99 hours per day = \$1,100 each year
- 4 hours or less per day = \$700 each year

Stipends will be paid in three installments following the close of each trimester on the following payroll dates: 12/15 (25%), 3/31 (25%) and 6/15 (50%). Employees must have a start date prior to 9/18 to be eligible for the 12/15 stipend, by 12/6 to be eligible for the 3/31 stipend, and 1/3 to be eligible for the 6/15 stipend. Employees must be active employees and in paid status on the relevant pay dates in order to receive the stipend payment. These stipends are funded with one time money and will expire at the end of this contract period.

### Activity and Event Workers

These assignments are not eligible for any other benefits under these guidelines and will be compensated at the basic rate. Activities assignments will be compensated at the advanced rate, if an employee is working two or more activities or site supervising, upon recommendation by the Activities Director and with approval by the Executive Director of Human Resources or designee.

	Basic	Advanced
2021-2022	15.25	16.00
Sections	15.75	16.50
2022-2023	15.50	16.25
Sections	16.00	16.75

### COMMUNITY EDUCATION ASSIGNMENTS

These assignments are not eligible for any other benefits under these guidelines. Community education assignments will be compensated at the following rates.

(Rates under review)

	2021-2022	2022-2023
Building Attendant	15.25	15.50
Facilitator	15.25	15.50
Instructor	15.25	15.50
Lifeguard	15.25	15.50
Lead	16.25	16.50
Coordinator	18.25	18.50

# MEMORANDUM OF UNDERSTANDING

## School Closing Plan • Flexible Learning Days • 2021-2022

In an effort to continue student learning in the event of weather related school closings, St. Cloud Area Schools will continue using Flexible Learning Days during the 2021-2022 school year pursuant to Minn. Stat. §120A.414 as follows:

### Make-Up Plan:

- The first five weather related closings will be shifted to Flexible Learning Days as long as there is no interruption of power and/or internet service that would interfere with distance learning.
- Additional weather related school closing days will be determined by the Superintendent and make-up time for students and/or staff will be determined by the Superintendent in consultation with the School Board.

### Licensed Staff Expectations

Licensed staff who are unable to teach on a flexible learning day due to a discretionary day, illness or medical appointment for themselves or a family member, or other absence reason, must request time off in Skyward and post the learning activities for the day on SeeSaw or Schoology in lieu of posting sub plans. In addition, email your principal and lead secretary so they are aware you are not available for student or parent contact.

Licensed staff who are on duty during a flexible learning day must be in service during their regular teacher duty day and will complete the following:

#### PK-5 Staff

Licensed staff of students in grades PK-5 will post learning activities on SeeSaw by 9:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email/phone and/or SeeSaw to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on flexible learning days.

#### Secondary Staff

Licensed staff of students in grades 6 -12 will post learning activities on Schoology by 10:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email/phone and/or Schoology to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on flexible learning days.

#### Non-Instructional Licensed Staff

Non-Instructional licensed staff (e.g. counselors, school psychologists, social workers, nurses, SLPs, OT/PTs, autism specialists, media specialists, technology integrationists, SEL/Focus teachers, ADSIS teachers, academic coaches, EL coordinators, etc.) will make a plan for their work on a flexible learning day with their administrator/supervisor.

#### Part-Time Teaching Staff

Part-time contract teachers will be available during their regularly scheduled duty hours.

### Non-Licensed Staff Expectations



**10 Month Non-Licensed Staff Expectations:**

In the event of a flexible learning day due to snow or ice, 10-month non-licensed staff will not report to work on-site and will work as follows:

1. Staff who can work effectively from home may do so with the pre-approval of their supervisor (e.g. clerical, head cooks, BRS, BSS, BCSS, BTIs, interpreters, instructional paras, health paras, clerical paras).
2. Non-licensed staff who do not support instruction, whose regular work cannot be performed at home, (e.g. bus drivers, nutritional services, transportation paras, door monitors, CSO's) may use accumulative leave or other paid leave time to make up for any hours lost due to a school closing day. In the alternative, the school district will provide make-up days for these staff groups. Make-up days will be scheduled prior to June 15<sup>th</sup> to include staff training or other duties for non-licensed staff, and will be paid at the time the make-up time is served. Staff electing to make-up lost time will request "*Restricted Unpaid Time Off/Make-Up Time Request*" for the closed weather day.
3. Paid school closing days without make-up time may be authorized for 10-month non-licensed staff members at the direction of the superintendent in consultation with the school board, and in that case, staff would receive full pay for those school closing days. The superintendent will take into consideration the economic impact of multiple school closing days within a pay period when considering this option.

In the event of a flexible learning day due to a cold weather closing, 10-month non-licensed staff may report to work as usual. Employees who choose not to report to work on a cold weather closing day, may use accumulative or other paid leave time to make up for any hours lost.

**12 Month Non-Licensed Staff Expectations:**

In the event of a flexible learning day due to snow or ice, 12-month non-licensed staff who can report to work safely may do so (e.g. custodians and engineers). 12-month non-licensed staff who can work from home may do so with the approval of their supervisor (e.g. clerical, non-represented 12 month employees). For staff who cannot report and whose work cannot be performed at home, any lost time due to snow closing days may be flexed back into the same work week through extended work days or on Saturday of that week (provided Saturday building access is available) between the hours of 8:00 am and 6:00 pm. Employees who choose not to work from home or perform make-up time on a snow or ice closing day, may use accumulative or other paid leave time to make up for any hours lost.

In the event of a flexible learning day due to a cold weather closing, 12-month non-licensed staff may report as usual. Employees who choose not to report to work on a cold weather closing day, may use accumulative or other paid leave time to make up for any hours lost.