

# **NON-REPRESENTED EXEMPT EMPLOYEES**

**2023-2025**

**GUIDELINES FOR WAGES, BENEFITS**

**AND**

**WORKING CONDITIONS**

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

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## **ARTICLE I – HOURS OF SERVICE**

**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.

**Section 2. Part-Time Employees.** The School District may employ such personnel as it deems desirable or necessary on a part-time or temporary basis to meet district needs.

**Section 3. Daily Work Schedule.** All employees shall be assigned a daily work schedule as determined by the School District.

**Section 4. 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. However, Department and District Supervisors and the Controller are considered essential employees and are expected to be in service during emergency closing days as needed.

**Subd. 6.** An employee scheduled for a pre-approved non-duty day on a day of school closing, shall not be charged with the use of a non-duty 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 5. 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. Pay Range.** The following pay ranges shall be established by the School District for each classification listed below:

JOB TITLE	DUTY DAYS	2023-2025 PAY RANGES
<b>School Year Positions</b>		
Educational Equity Outreach Coordinator	195	45,000-60,000
Board Certified Behavior Analyst Activities Coordinator Dean of Students Early Childhood Mental Health Specialist Mental Health Advocate	195	50,000-75,000
<b>LICENSED COORDINATORS</b> Career & College Coordinator Conscious Discipline Coordinator EL Coordinator Family Access and Community Liaison Immersion Coordinator Literacy Coordinator REA Coordinator SEL Coordinator Student Services Coordinator Title Programs Coordinator	200	75,000-90,000
Administrative Dean	200	85,000
<b>12 Month Positions</b>		
<b>COORDINATORS</b> Accounting Coordinator Information Systems Coordinator Network Administrator and IT Coordinator	240	Year 1 60,000-85,000 Year 2 65,000-85,000

Payroll and Benefits Coordinator Recruitment and Retention Coordinator Third Party Billing Coordinator Transitional Services Coordinator Transportation Coordinator		
<b>PROGRAM SUPERVISORS</b> Adult Basic Education Program Supervisor Community Education Programs Supervisor Equity Programs Supervisor Health Services Supervisor Teacher Development, Support & Retention Supervisor Welcome Center & Community Partnerships Supervisor	240	75,000-90,000
<b>DEPARTMENT SUPERVISORS</b> Custodial and Maintenance Supervisor Facilities and Projects Supervisor Nutritional Services Supervisor Transportation Supervisor	240	80,000-95,000
<b>DISTRICT SUPERVISORS</b> Controller Human Resources Supervisor	230	90,000-110,000

**Section 2. Longevity Pay.** Effective July 1, 2023, in addition to an employee's pay on the regular salary schedule, employees will earn longevity pay based on his or her current year of continuous service in the non-represented exempt employee group as follows:

<u>Current Year of Service</u>	<u>Longevity Pay</u>
5 - 9	\$1,500
10 - 14	\$2,500
15 - 19	\$3,500
20+	\$5,000

Longevity pay shall be effective on July 1 for employees with a start date prior to January 1 of their longevity year. Longevity will be paid separately in two (2) equal payments with the November 15 payroll and the March 31 payroll. Employees must be in payroll status on those dates to be eligible for payment.

**Section 3. Initial Salary Placement.** Initial salary placement for a new employee in this employee group will be determined by the School District. The criteria used for salary placement within the ranges established above may include:

- a. Previous Experience
- b. Educational and Licensing Requirements
- c. Duties and Responsibilities of the Position and
- d. Number of duty days required
- e. Such other criteria as determined by the School District

**Section 4. Daily Rate of Pay.** Employees daily rate of pay shall be based on their annual salary divided by the number of duty days as set forth above.

**Section 5. Pay Schedule.** Employees will be paid their annual salary over 24 pay periods to be paid on the 15th and the last day of each month. School Year employees will be paid their annual salary from September 15 through August 30. Twelve Month employees will be paid their annual salary from July 15 through June 30.

**Section 6. Salary Advancement.** An employee shall be eligible for salary advancement on July 1 if employed prior to July 1 of that year. An employee hired after July 1 shall not be eligible for salary advancement until the following July 1. 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.

For 2023-2024, eligible employees shall receive a salary increase of 4.25%. For 2024-2025, eligible employees shall receive a salary increase of 2.50%.

## **ARTICLE III – HOLIDAYS**

### **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 20 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 MEA
3. Thanksgiving Day
4. December 24
5. New Year's Eve Day
6. Martin Luther King Day
7. Spring Break Friday
8. 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 consultation with human resources. Floating holidays may not be carried from year to year and will be prorated one (1) floating holiday for the first year of employment for employees hired after January 1<sup>st</sup>.

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

11. Day After Thanksgiving
12. December 25
13. New Year's Day
14. Juneteenth Day
15. Independence 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.

**Subd. 5. Holidays during Leave.** A holiday that falls within a period of approved leave shall not be counted as an 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.

## **ARTICLE IV – DUTY YEAR**

**Section 1. Duty Year.** The duty year for School Year employees will be prescribed by the School District based on the annual school calendar. The Duty Year for twelve month employees will run from July 1 to June 30 of each year, pursuant to the duty day provisions set forth below.

**Section 2. Duty Days.** Employees shall serve the minimum number of duty days required for their position less any paid holidays as provided in Article III.

**Section 3. Compensatory Flex Days for School Year Employees.** Effective July 1, 2020, at the request of their supervisor, School Year employees may work up to ten (10) days per year on days outside the established calendar for their position (e.g. on non-calendar days in June, July or August) and shall be granted a compensatory flex day for each day worked that can be used for paid time off during the regular school year schedule. Compensatory flex days may be scheduled with the approval of the Supervisor so as to minimize disruptions of services for students and staff.

**Section 4. Discretionary Days for School Year Employees.** Effective July 1, 2020, School year employees will be eligible to use up to five (5) discretionary days per contract year for personal leave so long as the employee has accrued accumulative leave available. The use of discretionary days shall result in a corresponding reduction in an employee's accumulative leave balance. Discretionary leave shall not carry over from year to year.

**Section 5. Non-Duty Days for Twelve Month Employees.** Twelve Month Coordinators, Program Supervisors and Department Supervisors will be allocated twenty (20) non-duty days at the start of each year. District Supervisors will be allocated thirty (30) non-duty days at the start of each year. Non-duty days may be used flexibly throughout the duty year, subject to the needs of the School District, provided they are scheduled in advance and approved by the Employee's supervisor. Employees are encouraged to schedule non-duty days when school is not in session. Generally, employees may schedule no more than ten (10) non-duty days during days that teachers are in service. No more than five (5) consecutive non-duty days may be scheduled at one time during days that

teachers are in service. Up to five (5) non-duty days may be carried over from year-to-year. Changes to these limits may be approved at the discretion of the Superintendent or his/her designee.

## **ARTICLE V – LEAVES OF ABSENCE**

**Section 1. Approval.** Approval for the use of accumulative leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures 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 twenty (20) 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.** School Year employees shall receive annual accumulative leave of ten (10) days per year and Twelve Month employees shall receive twelve (12) days of accumulative leave at the start of each year. Employees working a partial year will receive a prorated number of accumulative leave days. 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 for school year employees, 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 additional time off without pay with approval from the employee’s supervisor and the Executive Director of Human Resources or designee.

### **Section 3. 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 4. 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. Employees requesting bereavement leave for persons outside the immediate family may use non-duty days.

**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 5. Special Leave.**

**Subd. 1.** Special leave, not to exceed two days per year, may be granted to 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 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 6. Child Care Leave.**

**Subd. 1.** A childcare leave may be granted by the School District, subject to the provisions of this section. Childcare 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 childcare leave should be submitted in writing sixty (60) 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 childcare 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 7. 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 8. 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.

**Subd. 2.** A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro rata portions of days of sick leave 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 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 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 9. 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 10. 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 11. 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 these guidelines 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 12. 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 VI – 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.** Effective October 1, 2023, the School District shall contribute a sum of not to exceed \$615.00 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.

**Subd. 5. Family Coverage.** 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.

**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.** 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 \$800.00 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.** Insurance contributions for employees eligible for benefits under this article shall be paid monthly for twelve months of the year.

**Subd. 1. School Year Employees.** Insurance contributions for School Year employees eligible for benefits under this article shall be paid from September through August of each year

**Subd. 2. Twelve Month Employees.** Insurance contributions for Twelve Month employees eligible for benefits under this article shall be paid from July through June of each year.

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. 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 9. 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 VII – EVALUATION PERIOD**

Employees in this work group are employees-at-will. The first year following an employee's initial employment with the School District or the first year following promotion will be a special evaluation period during which the School District will evaluate whether the employee's skills and abilities are a good match with the requirements and responsibilities of the position. This evaluation period does not alter the employee-at-will relationship with the School District, and the School District retains the discretion to terminate an employment relationship at any time when the employee does not appear to be a good fit for the job.

## **ARTICLE VIII – WELLNESS PAY / 403B**

**Section 1. Wellness Pay.** 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).

### **Section 2. 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.** For employees who are eligible for benefits under Article VI, Section 2, the School District will match benefit eligible employees' annual contributions 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:

<b><u>Years of Service</u></b>	<b><u>Maximum Match Amount</u></b>	
	<b><u>Annual</u></b>	<b><u>Cumulative</u></b>
One years to Three (3) years	\$1,000	\$ 3,000
Four (4) – Eight (8) years	\$1,500	\$ 7,500
Nine (9) – Thirteen (13) years	\$2,000	\$ 10,000
Fourteen (14) plus years	\$2,500	<u>\$ 29,500</u>
		\$ 50,000

**Subd. 3.** The maximum career matching contribution by the School District shall be \$50,000.

**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 IX – 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 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. Professional Dues.** The School District may pay the annual dues for an employee's state professional organization as recommended and approved by the employee's supervisor and the Executive Director of Human Resources.

## **APPENDIX A**

### **School Closing Plan • Flexible Learning Days • 2023-2024**

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 2023-2024 school year for inclement weather day closings pursuant to Minn. Stat. §120A.414 as follows:

#### **Make-Up Plan:**

- The first five weather related closings will generally 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. At the discretion of the Superintendent, a full school closing day may be called instead if the timing or circumstances surrounding the weather event compromises the ability to deliver effective instruction as a Flexible Learning Day.
- 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.

During a Flexible Learning Day, students and licensed staff will have the following expectations:

#### **Student Expectations**

In the event of a cancelled school day that requires a Flexible Learning Day, families will be informed by an automated message that St. Cloud School District 742 is activating a Flexible Learning Day at least two hours prior to the start of the regular school day.

##### **Pre-School**

Pre-school students will access and complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website when predicted weather conditions make school closing likely.

##### **K-5 Students**

Students in grades K-5 will access assignments on student devices via the Learning Management System (LMS) or complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website if devices were not sent home with students. Licensed staff will post learning activities to LMS by 9:00 AM on the day of a Flexible Learning Day.

##### **Secondary Students**

Students in grades 6 -12 will access assignments on student devices via the Learning Management System (LMS). Licensed staff will post learning activities on LMS by 10:00 AM on the day of a Flexible Learning Day.

Licensed staff members will be available during student contact hours to answer student questions and provide guidance via email and the LMS. Accommodations for students who receive special education and EL services will be provided. If additional accommodations are needed, they can be addressed by teaching staff when the student returns to school.

### **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 the Learning Management System (LMS) in lieu of posting sub plans. In addition, staff should email the principal and lead secretary so they are aware the employee will not be 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:

#### **Early Childhood Staff**

Early Childhood staff will make a plan for their work on a Flexible Learning Day with their administrator/supervisor.

#### **K-5 Staff**

Licensed staff of students in grades K-5 will post learning activities on LMS by 9:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS 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. Each classroom teacher who serves students is responsible for posting lessons, grading, and completing attendance on Flexible Learning Days.

#### **Secondary Staff**

Licensed staff of students in grades 6 -12 will post learning activities on LMS by 10:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS 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, grade level leads, math and literacy specialists, 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.

All licensed staff are encouraged to also use the work day to make contact home to update families on positive student performance and progress.

## **Non-Licensed Staff Expectations**

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

In the event of a Flexible Learning Day, 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, BCSS, BTIs, interpreters, instructional paras, clerical paras LPNs, mental health support staff, EEOCs, family advocates and deans).
2. Non-licensed staff who do not support instruction, whose regular work cannot be performed at home (e.g. bus drivers, nutritional services, transportation paraeducators, door monitors, CSO's), shall receive full pay for the Flexible Learning Day.

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

In the event of a Flexible Learning Day, 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). Staff who cannot report and whose work cannot be performed at home, shall receive full pay for the Flexible Learning Day. Employees who choose not to work from home on a snow or ice closing Flexible Learning Day, may use accumulative or other paid leave time to make up for any hours lost.

Minnesota Statute For Reference:

## **120A.414 E-LEARNING DAYS.**

### **Subd. 1.Days.**

"E-learning day" means a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. A school district or charter school that chooses to have e-learning days may have up to five e-learning days in one school year. An e-learning day is counted as a day of instruction and included in the hours of instruction under section [120A.41](#).

### **Subd. 2.Plan.**

A school board, including the board of a charter school, may adopt an e-learning day plan after consulting meeting and negotiating with the exclusive representative of the teachers. A If a charter school's teachers are not represented by an exclusive representative, the charter school may adopt an e- learning day plan after consulting with its teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A.

### **Subd. 3.Annual notice.**

A school district or charter school must notify parents and students of the e-learning day plan at the beginning of the school year.

### **Subd. 4.Daily notice.**

On an e-learning day declared by the school, a school district or charter school must notify parents and students at least two hours prior to the normal school start time that students need to follow the e-learning day plan for that day.

### **Subd. 5.Teacher access.**

Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.

### **Subd. 6 Other school personnel.**

A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e- learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

# MEMORANDUM OF UNDERSTANDING

*Between*

Non-Represented Hourly Employees

and

St. Cloud School District No. 742

WHEREAS, Independent School District 742, St. Cloud (“District”) and the Union have negotiated collective bargaining agreements (“CBA”) for 2023-2025 contract period with groups and has made recommendations to the school board regarding wages and benefit guidelines for Non-Represented Employees; and

WHEREAS, the 2023-2025 Non-Represented Employee Guidelines increased the single health insurance contribution to \$615.00 per month to match the contribution to the teachers per the collective bargaining agreement between the SCEA and the District, and made no increases to the family health insurance contribution which already matched the teacher contribution; and

WHEREAS, the District is committed to maintaining health insurance contributions for all employees that match the contributions to the teachers under the CBA between the District and the SCEA.

WHEREAS, the District and the SCEA have not yet negotiated a CBA for 2023-2025.

NOW, THEREFORE, the District and the Union agree as follows:

Should the settlement of the 2023-2025 CBA between the SCEA and the District include an increase in health insurance contributions for family coverage, the District shall match those increases for this employee group effective with the date of those changes for the SCEA, and the CBA shall be revised accordingly.

INDEPENDENT SCHOOL DISTRICT  
NO. 742, ST. CLOUD

Date: \_\_\_\_\_

by \_\_\_\_\_  
Its Board Chair