

**TERMS & CONDITIONS OF EMPLOYMENT FOR UNAFFILIATED
SCHOOL DISTRICT PERSONNEL**

COMMUNITY EDUCATION

INDEPENDENT SCHOOL DISTRICT NO. 206
Alexandria, Minnesota
2021-2023

DURATION:

These terms and conditions are for the period July 1, 2021 through June 30, 2023 and applies to employees that are not covered by a Collective Bargaining Agreement. A contract year is July 1 – June 30.

WORK SCHEDULES:

- An employee's work schedule (duty year and duty day) shall be determined by the supervising administrator.
- A full-time employee is defined as one who is assigned to work in a position eight (8) hours per day, five (5) days per week, and twelve (12) months per year.
 - Additionally, full-time employees may be required to work an alternative schedule totaling 40 hours per week. Such employees will be classified as salaried non-exempt.
- Non-exempt employees, paid on an hourly basis, shall submit their time records via the electronic time clock for approval by his/her supervising administrator.
- Salaried non-exempt employees, will be paid a regular salary and work hours shall be determined by his/her supervising administrator. In the event an employee exceeds 40 hours in one workweek, a timecard shall be submitted for additional hours.
- Salaried exempt employees shall report their work time as determined by the School District and applicable School District policy.

OVERTIME:

In compliance with the federal Fair Labor Standards Act, employees in non-exempt positions who work more than 40 hours in a work week shall be eligible for overtime pay at the rate of one and one-half (1-1/2) times their hourly rate of pay. Overtime pay is based on actual hours worked. Vacation, holiday, or any other paid leave will not be considered hours worked for purposes of performing overtime calculations.

Prior approval for overtime must be obtained from the employee's immediate supervisor.

In the event a work week needs to include flexible working hours, to accommodate the School District or employee, the employee and supervisor should work together to adjust his/her schedule for the week impacted.

HOLIDAYS:

Employees that work 30 or more hours and are employed for a 12-month duty year shall be paid the following observed holidays, provided that the employee is regularly scheduled to work on the day the School District observes the holiday.

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

VACATION:

Employees that work 30 or more hours and are employed for a 12-month duty year shall accrue vacation according to the schedule below :

Years of Service	Monthly Accrual Rate (Hours)	Total Days	Maximum Accrual (July 1)
0-3	.8334	10	120 hours (15 days)
4-9	1.25	15	
10-14	1.667	20	
15+	2.0834	25	

[Example: 8 hours/day x .8334 hours = 6.672 hours/month x 12 months x 1.0 FTE = 80 hours]

Employees working less than 12 months will accrue vacation on a pro rata basis according to their assigned work hours and duty days.

Employees eligible for vacation time will not be allowed to use unpaid days off until all vacation days have been exhausted. Requests to use unpaid leave is subject to approval by the employee’s supervisor or designee.

Accrued unused vacation leave may not exceed the maximum set forth in the table above, nor may it be carried over to a subsequent contract year.

LEAVES:

Sick Leave

- Full-time employees shall accrue sick leave at the rate of 1.083 days per month (1.083days x hours per day x 12 months). Part-time employees will accrue sick leave on a pro rata basis according to their assigned work hours and duty days.

[Example: 8 hours per day x 1.083 days = 8.664 days * 12 months x 1.0 FTE = 104 hours]

- Employees may accumulate a maximum of 120 days during their employment with the School District. All sick leave used during the year will be deducted from the accumulated sick leave hours.
- Employees who reach the maximum hours (120 days’ x daily hours worked) accrual of sick leave, will be eligible to receive compensation. Employees will be compensated 50% for each day in excess of maximum hours as of June 30 of each contract year payable in July of the following year.

Employees are not paid for any accrued, unused sick leave at termination of employment, whether voluntary or involuntary.

- Employees may use personal sick leave benefits provided by the school District for absences due to an illness of the employee's child for such reasonable period as the employee's attendance with the child may be necessary; on the same terms the employee is able to use sick leave benefits for the employee's own illness.
- Employees may use accrued sick leave to care for certain relatives pursuant to Minnesota Statutes, Section 181.9413.
- Certificates of illness by the attending physician may be required of all absences of more than three days duration.
- Any employee who is unable to perform his or her duties because of personal illness or disability and who has exhausted all accumulated paid sick leave available or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence of up to one-year duration without pay. The School Board may, at its discretion, extend such leave upon written request. A request for medical leave of absence or extension thereof shall be accompanied by a written doctor's statement outlining the condition of health and estimated time expected for the individual to be able to resume normal activities.

Emergency Leave

Up to three days of emergency leave, charged to sick leave, with full salary, may be used in each year in case an employee is absent in an emergency situation for serious illness or death in the immediate family. The immediate family includes spouse, domestic partner, child, parent, grandparent, grandchild or sibling. The aforementioned relationships include step and in-law family members. Special consideration may also be given for any other person whose association with the employee was similar to any of the above relationships.

The employee, with the consent of the Human Resource Director, may be granted an extension of emergency leave. The emergency request must be serious enough to warrant hospitalization and/or treatment/consultation with a medical specialist (i.e. Emergency room visit, hospitalization, outpatient surgery, or clinical visit with a specialist).

Bereavement Leave

In the case of a death of anyone not specifically addressed by Emergency Leave, the school District will provide an employee one day of bereavement leave each school year to attend a funeral or memorial service.

This additional day shall not be accumulative from year to year and will be deducted from the employee's accumulated sick leave. An employee scheduled less-than-fulltime shall receive proportionate bereavement leave consistent with their scheduled day. In addition, internal employee coverage will be provided when possible for funerals or services that do not require substitute coverage for an entire school day. Bereavement leave may be taken in ½ day increments or full days only.

INSURANCE BENEFITS:

Eligibility

An employee whose regular work schedule is 30 hours or more per week in a regularly established position will be eligible for insurance benefits for the period of time worked.

If the combination of community education hours and hours worked in another work group for the School District are equal to 30 or more hours per week, the employee will be eligible for insurance benefits for the period of time worked.

Health Insurance

The Employer shall contribute a sum of up to \$645.50 per month toward the premium for individual or family group health insurance. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Eligible insurance benefits will be pro-rated over 12 months for those employees working less than 12 months.

Effective July 1, 2022, if the employee elects a high deductible health plan that is compatible with a Health Savings Account (H.S.A.) and the cost of the plan is less than the School District contribution, the difference will be deposited into an H.S.A. or VEBA account.

Dental Insurance

The School District shall pay up to, but not to exceed, \$40.00 per month toward the premium for dental insurance.

Eligible insurance benefits will be pro-rated over 12 months for those employees working less than 12 months.

Life Insurance

The School District will pay up to \$8.50 per month for a \$50,000 group term life insurance policy. If the employee is employed beyond age 65, the face amount of insurance will reduce by 8% each year thereafter.

Eligible insurance benefits will be pro-rated over 12 months for those employees working less than 12 months.

Long Term Disability

Employees will pay the full premium for long term disability coverage.

EARLY RETIREMENT:

Employees hired prior to July 1, 2014 who are eligible for retirement under the Public Employees' Retirement Association (PERA) and have at least 10 years of continuous employment with the School District shall be eligible to remain in the existing group health plan. The amount of the School District's contribution will be equal to the School District contribution for active employees covered by these terms and conditions. The School District's insurance contribution will end when the former employee reaches age 65 or is eligible for Medicare or Medicaid benefits, whichever occurs first.

POST-RETIREMENT BENEFITS:

Employees hired after July 1, 2014, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Employees hired after July 1, 2014, will receive a defined contribution from the School District as follows:

The School District will contribute \$500.00 per year for years four (4) through seven (7); a contribution of \$1,000.00 per year for years eight (8) through ten (10); a contribution of \$1,500.00 per year for years eleven (11) through twenty (20) and a contribution of \$2,000.00 per year for years twenty-one (21) through twenty-five (25).

School District contributions will not exceed \$30,000.00 per employee. Contributions will be made for eligible, active employees at a pro-rated amount upon completion of each contract year and contributed to the vested

School District sponsored Health Reimbursement Account (HRA) in June of each year.

The School District contribution and accrued interest earnings will be available to the employee after successful completion of a minimum of 4 years of service and the employee meets the retirement guidelines. Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the employee's 4th year of service, the School District's contribution and accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future teachers. At the completion of 4 years of service the employee is considered fully vested (own all funds outright) and the employee, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

SEVERANCE:

An employee who has at least twenty-five (25) years of continuous employment with the School District and is eligible for retirement benefits under the Public Employees' Retirement Association (PERA), shall be paid severance pay in the amount of 40% of the employee's annual salary at the time of his/her retirement. Such payment shall be made in a lump sum, subject to applicable payroll withholdings and deductions, in January of the year following the employee's retirement. If the employee dies prior to payment of the severance pay pursuant to this Article, the payment shall be made to the employee's beneficiary or estate.

Upon separation of employment, accrued vacation balances will be paid out on the final paycheck. Sick leave balances will be forfeited.

COMPENSATION:

The salary and rates of pay for employees covered under these terms and conditions shall be pursuant to the salary schedule.

Placement for new positions created during or subsequent to these terms and conditions shall be determined solely by the School District. In the event there is any retroactive pay or benefit increases to employees covered by these terms and conditions, such payments shall be made only to employees employed in the School District at the time of the retroactive pay/benefit determination. Under no circumstances are retroactive payments made to former employees.

AT-WILL EMPLOYMENT:

Employees covered by this Work Agreement are "at-will" which means that the employee's employment may be terminated by either the School District or the employee at any time, with or without cause. An employee who does not provide at least a fourteen (14) calendar day resignation notice shall forfeit any payments or payouts pursuant to this Agreement, unless notice is waived by the School District. The employee's at-will employment status may not be modified, except by express written agreement.

COMMUNITY EDUCATION SALARY SCHEDULE

Salaried Non-Exempt Positions:

2021-2022			
Position	Duty Days	Step 1	Step 2
Assistant Gymnastics Coach	12 Months	\$19.00	\$19.50
Coordinator I	12 Months	\$22.60	\$23.10
Coordinator II	12 Months	\$23.19	\$23.69

2022-2023			
Position	Duty Days	Step 1	Step 2
Assistant Gymnastics Coach	12 Months	\$19.67	\$20.18
Coordinator I	12 Months	\$23.39	\$23.89
Coordinator II	12 Months	\$24.00	\$24.50

Upon completion of step 2, employees will begin to receive steps per the schedule below. The employee will receive one additional step for each subsequent year of employment. If a new employee works six (6) or more months prior to June 30, he/she will move to the next step on the salary schedule on July 1.

Step	Additional Amount
3-6	\$0.45
7-10	\$0.90
11-14	\$1.35
15-18	\$1.80
19-22	\$2.25
23-26	\$2.70
27-30	\$3.15
31-34	\$3.60
35-38	\$4.05
39-42	\$4.50
43-46	\$4.95
47-50	\$5.40
51-54	\$5.85

Exempt Positions:

2021-2022					
Position	Duty Days	Step 1	Step 2	Step 3	Step 4
Technical Manager	195	\$35,284.50	\$36,696.00	\$37,833.75	\$38,968.50

2022-2023					
Position	Duty Days	Step 1	Step 2	Step 3	Step 4
Technical Manager	195	\$36,519.75	\$37,980.75	\$39,158.25	\$40,332.75

*If an employee is working a different number of duty days than what is noted in the table, the salary will be prorated accordingly.

COMPASS, SCHOOL AGE CHILDCARE

Compass Site Leaders and Compass Group Leaders hired prior to July 1, 2015 and working 30 hours or more a week, shall be eligible for the following:

- Insurance benefits as outlined in the employee’s primary work agreement.
- Accrued sick leave as outlined below:
 - Full-time employees shall accrue sick leave at the rate of 1.083 days per month. Part-time employees will accrue sick leave on a pro rata basis according to their assigned work hours and duty days.
 - Part-time employees will accrue sick leave on a pro rata basis according to their assigned work year and duty day.

[Example: 2 hours per day x 1.083 days = 2.166 hours per working month]

- Accrued personal leave as outlined below:
 - Two (2) paid personal leave days (x) daily hours worked per year in one of the positions listed below.
 - Unused paid personal leave days shall be paid to employee at the end of each contract year at 100% of their daily rate of pay.

As of July 1, 2019, if the combination of Community Education hours and hours worked in another Alexandria Public School’s work group are equal to 30 or more hours per week, the employee will only be eligible for insurance benefits for the period of time worked (refer to employee’s primary work agreement for more details).

Compass Site Leaders and Compass Group Leaders working less than 30 hours are not eligible for leaves.

Non-Exempt Positions:

2021-2022		
Position	Step 1	Step 2
Compass Group Leader	\$15.80	\$16.05
Compass Site Leader	\$17.61	\$18.11

2022-2023		
Position	Step 1	Step 2
Compass Group Leader	\$16.35	\$16.60
Compass Site Leader	\$18.23	\$18.73

Upon completion of step 2, employees will begin to receive steps per the schedule below. The employee will receive one additional step for each subsequent year of employment. If a new employee works six (6) or more months prior to June 30, he/she will move to the next step on the salary schedule on July 1.

Steps	Additional Amount
3-6	\$0.45
7-10	\$0.90
11-14	\$1.35
15-18	\$1.80
19-22	\$2.25
23-26	\$2.70
27-30	\$3.15
31-34	\$3.60

35-38	\$4.05
39-42	\$4.50
43-46	\$4.95
47-50	\$5.40
51-54	\$5.85

There is no contractual obligation to provide retroactive pay/benefit increases to former employees who have resigned their position prior to the settlement of this contract. If a member of this group retires their position prior to the settlement of the contract, retro pay/benefits will be provided to the employee.

Last Revision: 07/22/2022