



Unaffiliated, 9-Month Employees

Terms and Conditions of Employment July 1, 2021 through June 30, 2023

Approved by ISD 110 School Board _____.

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INDEPENDENT SCHOOL DISTRICT NO. 110

Unaffiliated, 9-Month Employees Terms and Conditions of Employment

ARTICLE I Purpose

Section 1. Purpose: The purpose of this general at-will agreement is to provide salary and benefits information for employees serving the School District in the following unaffiliated positions:

Cued Speech Transliterator
Security Monitor
Sign Language Interpreter
Speech-Language Pathologist Assistant

Unaffiliated, 9-month employees are non-exempt, hourly employees who are entitled to overtime. Overtime is owed for all hours worked in excess of forty (40) hours in a work week.

ARTICLE II Definitions

Section 1. School Board or School District: School Board or School District shall mean the School Board of Independent School District No. 110 or its designated agents.

Section 2. Employees: Employees shall mean persons holding the positions specified in Article I, section 1 of this agreement.

Section 3. Full-time Employees: Employees regularly employed and scheduled to work one thousand twenty (1,020) hours or more (average of six (6) or more hours per day) during the school year are considered full-time employees.

Section 4. Part-time Employees: Employees regularly employed and scheduled to work more than seven hundred sixty-four (764) hours per school year but less than one thousand twenty (1,020) hours (average of 4.5 hours and less than 6 hours per day) during the school year are considered part-time employees.

Section 5. Part-time Employees II: Employees regularly employed and scheduled to work less than seven hundred sixty-five (765) hours per school year (average of less than 4.5 hours per day) during the school year are considered part-time personnel II.

Section 6. Terms and Conditions of Employment: Terms and Conditions of Employment means the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of the employees.

Section 7. Prior Agreements: Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions herein, are hereby rescinded.

Section 8. Anniversary Date: The anniversary date for each employee will be July 1. Employees hired between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

ARTICLE III Employee Duties and Responsibilities

Section 1. Basic Services: Employees shall faithfully perform the services prescribed by the School District, whether or not such services are specifically described in this document or in a general job description, in accordance with applicable state and federal laws and regulations, and abide by all rules, regulations and policies as established by the School District and the State Board of Education, and any additions or amendments thereto. The employee shall maintain a valid and appropriate license or certification, if a license or certification is required by the State of Minnesota or the School District.

Section 2. Duty Year: The duty year for employees is a determination by the School District based upon assignment of duties and responsibilities.

ARTICLE IV Leaves

Section 1. Personal Leave: All employees shall earn one (1) day of personal leave each year of service in the employ of the School District. After five years of continuous employment, employees will accrue an additional personal leave day for a total of two (2) personal leave days each year. Beginning with the eleventh year of continuous employment, employees will accrue a total of three (3) personal leave days each year. Days are non-accumulative. A maximum of two (2) personal leave days may be carried over to the next school year. The leave will be determined at an hourly rate based on the employee's regular daily work schedule. Personal leave days may not be used during the first week of the school year or during the last two weeks of the school year and are to be taken with the approval of the School District Administration. Part-time employees will receive a prorated amount of personal leave hours based on their average daily work schedule.

Section 2. Sick Leave: All employees shall earn ten (10) days of sick leave each year of service in the employ of the School District. The sick leave will be determined at an hourly rate based on the employee's regular daily work schedule. Unused sick leave may be accumulated to ninety (90) days, which will be determined at an hourly rate. Employees whose work schedule is reduced will not lose accrued hours, but further accrual will be limited as above. Part-time employees will receive a prorated amount of sick leave hours based on their average daily work schedule.

An employee may utilize sick leave for personal illness or injury of the employee's family members pursuant to the provisions of Minn. Stat. § 181.9413. A domestic partner living in the

home is considered family for the purposes of this Article. The School District may require the employee to provide a medical certification from a qualified physician indicating that an absence was necessary due to illness or injury.

Section 3. Religious Leave: Employees shall be granted one (1) day of religious leave each year with no loss of pay upon verification to the Superintendent, or his/her designee, that such time is necessary for religious observances. Additional religious leave with pay may be granted at the discretion of the Superintendent, or his/her designee.

Section 4. Bereavement Leave: Employees may be granted bereavement leave because of absence due to a death. The specific amount of time granted will be at the discretion of the Superintendent. Any leave time granted will be deducted from an employee's sick leave.

Section 5. Jury Duty Leave: Employees called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the Board for that purpose and for those days the employee is required to be in court. The employee shall receive all pay and other benefits that would have accrued had he/she been working during the period of absence for jury duty. The employee shall remit any compensation received for jury duty to the School District, less any mileage expenses paid by the court.

Section 6. Emergency Leave: Employees may be granted emergency leave at the discretion of the Superintendent. Any leave time granted will be deducted from an employee's sick leave.

Section 7. Family and Medical Leave Act: Family and medical leaves will be administered in accordance with the provisions of the Family and Medical Leave Act (Public Law 103-3; Enacted February 5, 1993) and Minnesota law.

Section 8. Medical Leave: Employees who are unable to perform their duties because of illness or disability and have exhausted all sick leave available or have become eligible for long-term disability compensation and have not been suspended or placed on leave of absence pursuant to Minnesota Statute section 125.12, subd. 7, shall, upon request, be granted a medical leave of absence for up to one (1) year in duration without pay. The School District may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

When on a medical leave of absence, an employee is eligible to participate in the School District's group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. If a leave is granted under the Family and Medical Leave Act (Public Law 103-3; Enacted February 5, 1993), the School District will continue to provide health insurance benefits during the Family and Medical Leave Act period on the same terms as if the employee had continued to work.

Section 9. Childcare/Adoption Leave: Child care/adoption leave shall be granted to employees in accordance with the current agreement between the School District and the Waconia Education Association.

Section 10. Military Leave: Employees shall be granted military leave pursuant to applicable law.

Section 11. Workers' Compensation: An employee receiving compensation pursuant to the Workers' Compensation law may elect to use sick leave in order to make up the difference between the workers' compensation payments and the employee's regular rate of pay. In no event shall the additional amount paid to the employee through the use of sick leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee's regular rate of pay.

Section 12. Holiday Pay: Employees shall receive four (4) paid holidays per school year, which will be observed on Thanksgiving, Friday after Thanksgiving Day, New Year's Day, and Memorial Day. An employee will receive pay for such holidays based upon his/her regularly scheduled work day.

Section 13. School Closings. When school is closed due to inclement weather conditions, emergencies, or other unforeseen events, employees shall not report to work unless directed by the School District. Employees will be paid for their regular daily work hours and will not be required to make-up the first two (2) school closings as called by the School District in a given school year. If the School District schedules a make-up day for a third or subsequent school closing day, then employees will work the rescheduled day without additional pay. If a school closing occurs during an employee's paid absence (i.e., personal or sick leave), then the employee will be paid for their regular daily work hours and the applicable leave will be reversed and returned to the employee's accrued leave balance. If a school closing occurs during an employee's unpaid absence, then the employee will not receive school closing pay.

In the event that school starts late or closes early due to inclement weather conditions, emergencies, or other unforeseen events, employees will be paid for their regularly scheduled work day if they report for duty as directed by the School District. When school is released after arrival time, employees may leave as directed by the School District. Routine duties necessary to the daily operation of the school will be performed by employees prior to departure.

In the event that students are released to attend a state tournament event, employees whose presence is not required at such event will have the option to perform other duties as determined by the building principal for the balance of the employee's regularly scheduled work day. Employees who would prefer to leave early may do so with the approval of their building principal.

ARTICLE V Wellness Bonus

Section 1. Wellness Bonus: After employed one year with the School District, as defined in the Anniversary Date section of this agreement, full-time employees will receive an annual wellness bonus as follows if:

	<u>Annual Wellness Bonus</u>
No more than one (1) day of sick leave used:	\$300.00
No more than two (2) days of sick leave used:	\$200.00
No more than three (3) days of sick leave used:	\$100.00

Employees may apply unused personal days for sick leave days used during the year to qualify for the wellness bonus. Wellness bonuses earned at the end of a fiscal year will be paid on the first pay date of the new fiscal year. Approved bereavement leave will not be considered an absence for the purposes of this section. Part-time personnel shall receive a prorated wellness bonus based on the percentage of full-time hours worked. Wellness bonuses earned pursuant to this subdivision will be paid as a cash payment on the July 15 pay date of the new fiscal year.

**ARTICLE VI
Insurance**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization Insurance. The School District will contribute a monthly sum, not to exceed the below listed amounts toward the cost of the premium for the current medical/ hospitalization plan for each full-time and part-time employee who qualifies for and is enrolled in the group medical/hospitalization plan. The cost of the premium not contributed by the School District shall be paid by the employee via payroll deduction

School District Monthly Contribution	Effective September 1, 2021
Full-time Employees	
Single	\$767.13
Single + 1	\$1,185.91
Family	\$1,476.88
Part-time Employees	
Single	\$383.57
Single + 1	\$592.96
Family	\$738.44
Part-time Personnel II Employees	\$0

Section 3. Dental Insurance: Employees working twenty (20) hours or more per week are eligible to participate in the School District’s dental insurance program. Employees may use any dollar amounts not used for health insurance coverage for payment of their dental insurance.

Section 4. Long-Term Disability Insurance: The School District shall provide a long-term disability plan for full-time employees.

Section 5. Life Insurance: The School District shall provide a \$30,000 term life insurance policy for full-time employees.

Section 6. Duration of Insurance Contribution: Employees are eligible for district contributions as provided in this Article as long as they are employed by the School District. Upon termination of employment, all district contribution shall cease. If an employee retires from the School District, he/she shall be eligible to remain in the School District's group health, hospitalization, and dental plans at his/her own cost until reaching the age of Medicare eligibility.

Section 7. Claims Against the School District: The eligibility of employees or their dependents or beneficiaries, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this Article. It is understood that the School District's only obligation is to purchase the insurance policies described herein and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

**ARTICLE VII
Performance Evaluation**

Section 1. Performance Evaluation. Employees shall receive a minimum of one (1) performance evaluation by their direct supervisor each year. The supervisor will provide a copy of the written evaluation to the employee during the performance evaluation meeting. The written evaluation will be placed in the employee's personnel file.

**ARTICLE VIII
Deferred Compensation**

Section 1. Introduction. The purpose of the Career Transition Trust (hereinafter called PLAN) is to encourage employees to develop a financial plan for their future by providing money for investment during the course of employment with the School District. The PLAN will require participation by the employee coupled with a matching contribution from the School District.

Section 2. Defined Contribution Plan.

District Matching Benefits:

<u>Years of Service</u>	<u>District Matching Contribution</u>
0-3 years	No District Match
4-10 years	\$350 Match
11-15 years	\$600 Match
16-20 years	\$900 Match
21-25 years	\$1,200 Match
26+ years	\$1,500 Match

Lifetime Maximum School District Contribution \$15,000

Employees working twenty (20) hours or more per week (minimum of 688 hours per year) shall be eligible for a pro rata share of the School District's matching contribution.

Section 3. Administration of PLAN:

Subd. 1. Benefits Cannot Be Accumulated. The School District contribution will begin when the employee initiates an eligible investment program at an amount not to exceed the benefit schedule set out in Section two (2) above. An employee may elect to contribute to the selected program more than the School District match. The PLAN only defines the limits of the School District's participation in the selected program. The School District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 2. Definition – Years of Service. Years of service shall mean years of accumulated full-time equivalent service in Independent School District Number 110. Years of service shall be measured as of July 1 of each year.

Subd. 3. Plan Year. The annual year for the School District contributions shall be July 1 through June 30. Changes in School District matching amounts, based on years of service, shall occur on July 1 of each year. Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the School District will begin matching contributions.

Subd. 4. District Contribution. When an employee has an eligible plan in effect, the District matching shall be automatic unless the employee requests otherwise.

Subd. 5. Compliance with Law. The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

**ARTICLE IX
Compensation**

Section 1. Initial Salary: The salary for an employee assuming a position will be established through compliance with pay equity/comparable worth ratings, applicable rates of pay, and upon the recommendation of the Superintendent and the approval of the School Board.

Section 2. Salaries: An employee's hourly wage shall be as shown in Appendix A of this agreement for the applicable position. It is understood and agreed that the hourly wage amounts listed in Appendix A supersede any other hourly wage previously in effect. Employees are paid on the fifteenth day of each month and the last day of each month. If the fifteenth or the last day of the month occurs on a Saturday, Sunday or holiday, the payday will be the preceding work day. There are anywhere from one to sixteen work days per pay period depending upon the month and the employment start date.

Section 3. Mileage: Employees shall receive mileage reimbursement for district travel as established by School Board policy.

APPENDIX A
Unaffiliated, 9-Month Employees
Wage Rates for 2021-2022 & 2022-2023

2021-2022	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Security Monitor	11	\$17.96	\$18.57	\$19.18	\$19.81	\$20.43	\$21.04	\$21.66	\$22.30	\$22.90	\$23.50	\$24.23
Cued Speech Transliterator, Sign Language Interpreter, Speech-Language Pathologist Assistant	13	\$20.03	\$20.73	\$21.43	\$22.12	\$22.84	\$23.52	\$24.24	\$24.92	\$25.61	\$26.31	\$27.06

2022-2023	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Security Monitor	11	\$18.32	\$18.94	\$19.56	\$20.21	\$20.84	\$21.46	\$22.09	\$22.75	\$23.36	\$23.97	\$24.78
Cued Speech Transliterator, Sign Language Interpreter, Speech-Language Pathologist Assistant	13	\$20.43	\$21.14	\$21.86	\$22.56	\$23.30	\$23.99	\$24.72	\$25.42	\$26.12	\$26.84	\$27.67