



**Community Education  
Kids' Company Site Leads and Leads  
Kids' Company One-on-One Assistants**

**Terms and Conditions of Employment  
July 1, 2020 through June 30, 2021**

Approved by the ISD 110 School Board 07.13.2020.

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## INDEPENDENT SCHOOL DISTRICT NO. 110

### Community Education Kids' Company Site Leads, Leads and One-on-One Assistants Terms and Conditions of Employment

#### ARTICLE I

##### Purpose

**Section 1. Purpose:** This handbook is a statement of general, and not specific, administrative policies of Waconia Public Schools' Community Education. Terms, conditions and policies found in this handbook are subject to change at the School District's discretion. The purpose of this general at-will agreement is to provide wage and benefits information for employees serving the School District in the following unaffiliated positions:

Kids' Company Lead  
Kids' Company Site Lead  
Kids' Company One-on-One Assistant

The employees working in these positions 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 workweek.

#### 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 thirty (30) or more hours per week (average of six (6) or more hours per day) for the entire year, twelve (12) months, are considered full-time employees.

**Section 4. Part-time Employees:** Employees regularly employed and scheduled to work more than twenty-five (25) hours per week (average of five (5) or more hours per day), but less than thirty (30) hours per week, for the entire year, twelve (12) months, are considered part-time employees.

**Section 5. Part-time Employees II:** Employees regularly employed and scheduled to work less than twenty-five (25) hours per week (average of less than five (5) hours per day), or for less than the entire year, twelve (12) months, are considered part-time employees 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, if a license is required by the State of Minnesota or the School District.

**Section 2. Work Year:** Employees shall work on a twelve (12) month schedule, except as otherwise arranged by the Director of Community Education.

**Section 3. Work Day:** The length of the work day will be established by the School District. An unpaid, thirty (30) minute meal break will be provided for employees who work eight (8) or more consecutive hours. The School District reserves the right to increase or decrease an employee's hours based upon student enrollment or budgetary concerns. In the event of a change in work hours, a one (1) week notice will be provided to the employee.

**Section 4: Additional Work Hours:** Employees working additional hours beyond their regularly scheduled work day must have preapproval by the Director of Community Education. Employees shall be compensated at a rate determined by the School District for additional hours worked related to special assignments (i.e., substitute duties, special projects, summer employment).

**Section 5: In-Services:** Employees will be expected to attend staff in-service activities as directed by their supervisor. Extra time may be claimed for such activities if they are scheduled outside an employee's regular working hours. Failure to attend mandatory in-service activities without prior approval from an employee's supervisor may result in discipline.

**Section 6: School Closings:** When the School District and Kids' Company Program are closed due

to inclement weather conditions, emergencies, or other unforeseen events, employees shall not report to work unless directed to do so by their supervisor. 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 and Kids' Company Program in a given school year. If the School District and Kids' Company Program schedule 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., vacation, 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 Kids' Company opens late due to inclement weather conditions, emergencies, or other unforeseen events, employees will be paid for their regularly scheduled work day if they report to duty as directed by their supervisor. When Kids' Company closes early due to inclement weather conditions, emergencies, or other unforeseen events, employees may leave as directed by their supervisor and will be paid for their regularly scheduled work day. Routine duties necessary to the daily operation of the Kids' Company Program will be performed by employees prior to departure.

## **ARTICLE IV**

### **Leaves**

**Section 1. Holidays:** Full-time, 12-month employees shall be entitled to seven (7) paid holidays per year as designated by the School District. The designated holidays are Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Martin Luther King Jr. Day. When a holiday occurs on a day when school is in session, an alternate holiday will be designated by the School District.

Part-time, 12-month employees shall earn three (3) paid holidays per year as designated by the School District. The designated holidays are Thanksgiving Day, New Year's Day, and Martin Luther King Jr. Day.

The number of hours paid for a holiday shall be equal to an employee's regular daily work schedule.

**Section 2. Vacation Leave:** Full-time, 12-month employees shall earn ten (10) days of vacation leave each year. Part-time, 12-month employees shall earn three (3) days of vacation leave each year. The number of hours paid for a vacation day shall be equal to an employee's regular daily work schedule.

Vacation leave is credited to employees as of July 1, but is earned over the course of the fiscal year. Vacation leave must be used by December 31 of the year subsequent to when it was credited. Vacation leave may be taken with the approval of the Director of Community Education.

An employee terminating employment during the fiscal year shall receive payment for any vacation time earned but not used. Any employee who terminates employment during the fiscal year who has used

more vacation than earned will have the amount of time overused deducted from their final paycheck.

**Section 3. Personal Leave:** Employees shall earn personal leave based upon their completed years of service in the School District according to the following schedule:

<u>Years of Service</u>	<u>Number of Days</u>
1 through 7 years	1 day
8 through 16 years	2 days
17+ years	3 days

The number of hours of personal leave earned by an employee will be based on an employee's regular daily work schedule. Personal leave hours are non-accumulative (i.e., do not carry over to the next year). Personal leave must be taken at the approval of the Director of Community Education.

**Section 4. Sick Leave:** Employees shall earn ten (10) days of sick leave each year of employment by the School District. The number of hours of sick leave earned by an employee will be based on the employee's regular daily work schedule. Unused sick leave may accumulate to a maximum of ninety (90) days of sick leave per employee, which will be based on the employee's regular daily work schedule

**Section 5. Bereavement and Emergency Leave:** Employees may be granted up to five (5) days, non-accumulative, of leave each year, the days to be deducted from sick leave, in the event of a death or family emergency in an employee's immediate family. "Immediate family" is defined as an employee's spouse, child, father, mother, guardian, stepparent, brother, sister, father-in-law, mother-in-law, aunt, uncle, grandparent, or grandchild. Leave for other family members, and significant others, may be granted upon approval by the School District.

Requests for bereavement and family emergency leave must be made in writing to the Director of Community Education. Written requests for leave shall state the reason for the proposed leave. The School District may require an employee to furnish competent evidence of an emergency in order to qualify for emergency family leave. The final determination as to the eligibility of an emergency family leave is reserved to the School District based upon competent medical evidence.

**Section 6. 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 7. Support of School Activity Leave:** With preapproval from the Director of Community Education, employees will be allowed up to two (2) hours per school year, non-accumulative, to support a school activity (i.e., reading in the classroom, helping with vision & screening, attending a performance).

**Section 8. Unpaid Leave:** Employees may be granted unpaid leave at the discretion of the School District.

**Section 9. 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 10. 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 11. Military Leave:** Employees shall be granted military leave pursuant to applicable law.

**Section 12. 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.

**ARTICLE V**  
**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 listed amounts found below, 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 borne by the employee and paid by payroll deduction.

<u>Monthly Contribution</u>	<u>2020-2021</u>
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 Employees II	\$ 0



Employees selecting the High Deductible Health Insurance Plan with HRA/VEBA option will have a contribution made to a VEBA Trust by the School District. The School District contribution towards the VEBA trust and premium will not exceed the amounts listed in the monthly contribution above.

**Section 3. Dental Insurance:** Employees working twenty (20) hours per week or more 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. Income Protection:** The School District shall provide income protection insurance in an amount equal to the group income protection insurance plan approved by the School District to full-time employees.

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

**ARTICLE VI  
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 VII  
Compensation**

**Section 1. Rates of Pay:** An employee will be compensated pursuant to the pay rates provided below:

**Kids’ Company Site Leads**

**2020-2021**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$15.16	\$15.58	\$15.99	\$16.41	\$16.82	\$17.25	\$17.66	\$18.07	\$18.50	\$18.89	\$19.29

**Kids’ Company Leads and One-on-One Assistants**

**2020-2021**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$14.10	\$14.52	\$14.92	\$15.34	\$15.73	\$16.14	\$16.54	\$16.94	\$17.36	\$17.77	\$18.18

**Section 2. Initial Wage and Pay Schedule:** The wage for a new employee assuming a position will be established by the School District. 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. Step Advancement:** Step advancements shall only occur at the beginning of a fiscal year and are contingent upon an employee working at least five-hundred-fifty (550) hours during the prior fiscal year in their Kids' Company position. Step advancements are subject to budget parameters and a satisfactory review from the employee's immediate supervisor.

**Section 4. College and Advanced Degrees:** Employees who present proper verification to show they have earned a Bachelor's or Master's Degree shall receive a two (2) step advancement at the beginning of the next fiscal year. Such step advancements are subject to budget parameters and a satisfactory review from the employee's immediate supervisor.