



Community Education Secretarial/Clerical Employees

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

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INDEPENDENT SCHOOL DISTRICT NO. 110

Community Education Secretarial/Clerical Employees

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:

Administrative Assistant I
Administrative Assistant II
Administrative Assistant III

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: Full-time employees are regularly scheduled to work forty (40) hours per week (average of eight (8) hours per day) for the entire year, 12-months. Full-time employees may work thirty-seven and one-half (37.5) hours per week during the summer months if so directed by their supervisor. The School District reserves the right to modify the summer working schedule as necessary to meet the needs of the department.

Section 4. Part-time Employees: Part-time employees are regularly scheduled to work twenty-five (25) hours or more per week (average of five (5) or more hours per day) for two hundred (200) days or more, but less than full-time as defined in Section 3 of this Article.

Section 5. Part-time Employees II: Part-time employees II are regularly scheduled to work less than twenty-five (25) hours per week (average of less than five (5) hours per day) and for fewer than two

hundred (200) days.

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. Duty Year: The duty year for employees is a determination by the School District based upon assignment of duties and responsibilities. The duty year for full-time employees shall be for the entire year, two hundred sixty-one (261) days. The basic workweek will include Monday through Friday business hours and on weekends for special events as needed.

Section 3: 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 4: 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 5: School Closings: When the School District is closed due to inclement weather conditions, emergencies, or other unforeseen events, employees shall not report to work unless directed to do so

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., 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 school starts 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 the School District. When school is released after arrival time, employees may leave as directed by the School District and will be paid for their regularly scheduled work day. Routine duties necessary to the daily operation of the school will be performed by employees prior to departure.

ARTICLE IV **Holidays, Vacation and Personal Leave**

Section 1. Holidays: Full-time employees shall be entitled to twelve (12) paid holidays per year as designated by the School District. The designated holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday or Monday after Easter (as designated by the School District), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day. When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on a day when school is in session, an alternate holiday will be designated by the School District.

A part-time employee shall earn paid holidays in a prorated amount proportional to his/her employment rounded to the nearest full day. A part-time employee's specific holidays will be determined by mutual consent between the employee and his/her immediate supervisor.

Section 2. Vacation Leave: Full-time employees shall earn vacation leave in accordance with the following schedule:

| <u>Years of Consecutive Service</u> | <u>Vacation Days Earned</u> |
|-------------------------------------|-----------------------------|
| Years 1 through 4 | 10 days |
| Years 5 and above | 15 days |

A part-time employee shall earn vacation time in a prorated amount proportional to his/her employment.

Vacation leave is credited to employees as of July 1, but is accrued 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: Full-time 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> |
|-------------------------|-----------------------|
| 0-3 years | 2 days |
| 4+ 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.

ARTICLE V

Leaves

Section 1. Sick Leave: Full-time employees shall earn ten (10) days of sick leave each year, which shall be accumulated to a maximum of ninety (90) days. A part-time employee shall earn sick leave in a prorated amount proportional to his/her employment.

Section 2. Bereavement and Emergency Leave: Full-time and part-time 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.

Full-time employees shall receive up to eight (8) hours, non-accumulative, of leave each school year, the hours to be deducted from sick leave, in the event of a death of anyone outside of the employee's immediate family. The number of hours of bereavement leave earned by a part-time employee will be proportionate to the employee's regular daily work schedule.

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 3. 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 4. 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 5. Unpaid Leave: Employees may be granted unpaid leave at the discretion of the School District.

Section 6. 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 7. 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 8. Military Leave: Employees shall be granted military leave pursuant to applicable law.

Section 9. 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 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 shall contribute a monthly amount, not to exceed the amounts listed below, towards the cost of the premium for the current medical/hospitalization plan for each full-time employee who qualifies for and is enrolled in the district's medical/hospitalization plan. The cost of the premium not contributed by the School District shall be paid by the employee via payroll deduction.

| <u>Plan</u> | <u>Monthly District Contribution 2020-2021</u> |
|-------------|--|
| Single | \$ 767.13 |
| Single+1 | \$1,185.91 |
| Family | \$1,476.88 |

A part-time employee shall receive a district contribution towards health insurance in a prorated amount proportional to his/her employment.

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 monthly contribution amounts.

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 \$50,000 term life insurance policy for full-time employees.

ARTICLE VII **Career Transition Trust**

Section 1. Introduction: The purpose of the Career Transition Trust (hereafter referred to as the "PLAN") is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, 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. The objective of the PLAN is to develop a long-term solution to the concept of severance for employees.

Section 2. Defined Contribution Plan.

District Matching Benefits:

| <u>Years of Service in District</u> | <u>School 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: \$17,000

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 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 No. 110. Years of service shall be measured as of July 1 of each year.

Subd. 3. Plan Year. The annual year for the Level I 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 VIII

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 IX **Compensation**

Section 1. Rates of Pay: An employee's position classification and step placement will be established by the School District. An employee will be compensated pursuant to the pay rates and classifications provided below:

Administrative Assistant I:

2020-2021

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| \$14.74 | \$15.17 | \$15.58 | \$16.01 | \$16.41 | \$16.83 | \$17.27 | \$17.68 | \$18.11 | \$18.54 | \$19.24 |

Administrative Assistant II:

2020-2021

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| \$18.45 | \$19.08 | \$19.72 | \$20.37 | \$21.00 | \$21.64 | \$22.29 | \$22.92 | \$23.56 | \$24.20 | \$25.20 |

Administrative Assistant III:

2020-2021

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| \$19.98 | \$20.67 | \$21.38 | \$22.07 | \$22.78 | \$23.47 | \$24.17 | \$24.84 | \$25.57 | \$26.23 | \$27.31 |

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 secretarial/clerical 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.