

# **Terms and Conditions of Employment For Out of School Time Site Leaders**

Effective July 1, 2024 through June 30, 2025

## **ARTICLE I**

### **DEFINITIONS**

Section 1. Definitions: Only positions listed in Salary Appendix A shall be considered covered under this terms and conditions document.

## **ARTICLE II DUTY YEAR**

Section 1. Duty Days: The School District shall establish the calendar and employee duty days for each school year, including those legal holidays on which the School District is authorized to conduct school.

## **ARTICLE III VACATIONS**

Section 1. Vacation Accrual:

For employees hired after 7/1/19 the following accrual schedule will apply:

Subd. 1. Full-time employees shall be entitled to four (4) weeks of vacation annually to accrue at a monthly rate. Such pro-rating will occur for employees who have less than twelve (12) months service with the employer or receiving a higher vacation accrual rate by July 1.

The date used to determine the accrual is the full time entry into a leadership level position within Community Services.

For employees hired prior to 7/1/19, the following accrual schedule will apply:

Subd. 2. Full-time employees shall be entitled to three (3) weeks of vacation annually to accrue at a monthly rate. Such pro-rating will occur for employees who have less than twelve (12) months service with the employer or receiving a higher vacation accrual rate by July 1.

Subd. 2. After five (5) continuous years of employment, an employee shall be entitled to four (4) weeks of vacation per year. This level of vacation is the maximum vacation accrual for Activity Leaders.

The date used to determine the accrual is the full time entry into a leadership level position within Community Services. If an employee's current accrual level is above this schedule, the existing accrual level shall remain held in place until they meet the next bracket of vacation accrual.

At the movement up to a greater level of vacation, personal leave accrual and usage shall cease.

An employee in this group can make an irrevocable election to move to the post-7/1/19 accrual schedule with a written notification of intent at which point accruals will be updated with the start of the next fiscal year.

Section 2. Scheduling of Duty Days – Variance: The duty year for Activity Leaders shall be determined by the School Board, upon recommendation of the Superintendent. Variance in such scheduled duty days may be allowed at the discretion of the Superintendent.

Section 3. Accumulation of Vacation Days: Activity Leaders may accumulate up to ten (10) vacation

days by not using all permitted vacation days in a given year. These ten (10) days may then be added on the next year's total. The review of carry-over hours from the prior year is done no sooner than August 31. For unique and unusual opportunities, the School Board may grant a member of the these group names may not be correct Activity Leaders additional paid vacation days at the discretion of the School Board.

Employees covered under this document shall be eligible for compensation of unused accumulated vacation days up to twenty (20) days at time of separation at the standard daily rate of pay.

Vacation days must be approved by the assigned Director or designee.

Section 4. Emergency Closings: When schools are closed because of severe weather, Community Services Staff covered in this document shall not be required to report for work and shall not lose compensation or vacation time for missed days.

#### **ARTICLE IV BASIC COMPENSATION**

Section 1. Activity Leaders be compensated pursuant to Salary Appendix A

Section 2. Mileage Payment: Mileage payment shall be at the rate of the IRS maximum.

#### **ARTICLE V GROUP INSURANCE**

Section 1. Selection of Carriers: The selection of the insurance carriers and policies shall be made by the School Board.

Section 2. Claims Against the School District: Any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to provide an insurance policy 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 3. Duration of Insurance Participation: An employee is eligible for School District insurance contributions and payroll deductions as provided in this Article as long as the employee is employed by Independent School District No. 624. Upon termination of employment, all deductions and contributions shall cease, effective on the last working day of the month in which employment ceases.

Section 4. Medical-Hospitalization Insurance:

The District shall offer a qualified health insurance plan. Each eligible and enrolled employee in the plan(s) shall receive the following contributions towards plan expenses. The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

<b>District Monthly Contribution</b>	<b>As of 1-1-2023</b>	<b>As of 1-1-2024</b>	<b>As of 1-1-2025</b>
Single HRA Coverage	\$650.06	\$712.82	\$755.58
Family HRA Coverage	\$1,537.10	\$1,700.25	\$1,810.68

Single HSA Coverage	\$646.10	\$703.68	\$742.92
Family HSA Coverage	\$1,526.90	\$1,676.48	\$1,777.17

The District will make an annual contribution, paid on a semi-annual basis, to the employee's HRA/HSA account for eligible and enrolled employees.

<b>HRA/HSA Contribution (paid semi-annually)</b>	<b>As of 1-1-2023</b>	<b>As of 1-1-2024</b>	<b>As of 1-1-2025</b>
Single HRA Coverage	\$1,500	\$1,500	\$1,500
Family HRA Coverage	\$3,000	\$3,000	\$3,000
Single HSA Coverage	\$1,500	\$1,700	\$1,700
Family HSA Coverage	\$3,000	\$3,400	\$3,400

Dual Health Insurance Coverage: Any full-time employee whose spouse is also eligible for a District contribution to health insurance coverage by virtue of either active full-time employment or retirement benefits shall have their health insurance premium fully paid by the District. This fully-paid coverage is limited one (1) family policy per employee/spouse and shall not exceed the benefits otherwise provided in this section.

Section 5. Group Income Protection: The School District will pay the premium for income protection insurance for all employees. The income protection plan shall include the following:

1. Benefits begin after 60 calendar days of total disability.
2. The monthly income benefits shall be 66 2/3% of the basic monthly earnings (exclusive of additional compensation).
2. Benefits will be paid for disability due to an accident or illness as long as the employee remains totally disabled up to the date of his/her 70th birthday.

Section 6. Life Insurance:

Subd. 1. The School District shall pay the full premium for a term life insurance policy for each employee in the amount of \$50,000.

Subd. 2. The School District shall also arrange the life insurance program so that an employee may purchase additional life insurance at the employee's own expense through payroll deduction, a minimum of \$10,000 or an amount not to exceed \$75,000, contingent upon the insurance carrier agreement.

Section 7. Eligible Employees: Only full-time Activity Leaders shall be eligible for group insurance benefits as provided in this Article.

Section 8. Claims Against the School District: Any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that 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. Duration of Insurance Contributions: An employee is eligible for School District

contributions as provided in this Article as long as the employee is employed by Independent School District No. 624. Upon termination of employment, all School District participation and contributions shall cease, effective on the last day of the month in which employment ceases.

Section 10. Errors and Omissions Insurance: The School District shall purchase and pay the full premium for a policy on Errors and Omission insurance.

Section 11. Dental Insurance: The School District shall contribute 100% of the dental premium through 6/30/2025.

Section 12. 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 sick leave accrual time according to the prorated portions of days of sick leave which are 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 pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

## **ARTICLE VI LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Employees shall accrue sick leave at the rate of one (1.5) days per working month. Unused sick days shall carry over year-to-year and accumulate to an unlimited amount. Unused sick days shall carry over year-to-year and accumulate to an unlimited amount.

Subd. 2. Leave will be granted to employees due to the serious illness of an adult child, spouse, sibling, parent, grandparent, or step-parent for reasonable periods of time as the employee's attendance may be necessary up to 160 hours, or pursuant to Minn. Stat. §181.9413, whichever is less. This provision is not meant to increase or decrease the amount of leave otherwise provided in this Article except as otherwise required by law. An absence related to serious illness of guardian, or any other related member of the household may be extended up to five (5) days. Such days will be deducted from the employee's individual leave account.

Subd. 3. An employee who is unable to provide service because of a disability or illness and who has exhausted all accumulated paid sick leave may be granted additional paid sick leave by a majority vote of the School Board. Employees who have exhausted all accumulated sick leave and who are not granted additional days of paid sick leave shall receive a leave of absence without pay for the duration of such disability or illness up to one (1) year, and the leave may be renewed each year at the discretion of the School Board upon written request by the employee.

Subd. 4. When deemed necessary, the School Board may require a statement from the attending physician or similar statement from the school nurse in support of any absence due to disability or illness.

Subd. 5. Upon termination of an employee's employment for any reason, all sick leave, current or cumulative, shall be immediately and automatically cancelled, except as provided in early retirement and severance pay calculations, or if an employee returns from unrequested leave, or an employee who is re-hired and whose service has been continuous.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. An employee who becomes totally disabled and subsequently qualifies for long-term disability benefits may elect to use remaining sick leave on a pro-rated basis so long as his/her combined disability insurance and pro-rated sick leave benefits do not exceed one hundred percent (100%) of normal monthly earnings.

Subd. 8. When an employee is injured on the job in the service of Independent School District No. 624 and collecting compensation insurance as well as drawing on sick leave and receiving full salary from the School District, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

## Section 2. Bereavement Leave:

Subd. 1. Up to five (5) days per school year will be allowed for use as bereavement or hospice leave for family (family includes spouse, sibling, parent guardian, children, parent-in-law, step- or hospice leave days are paid days and will not be deducted from the leave account. These days are not cumulative. The employee will notify their supervisor/principal directly and use the district's automated absence system.

Subd. 2. Up to one day per school year will be allowed and deducted from sick leave for use as funeral leave for extended family members not listed and close personal friends.

Section 3. Parental Leave: Parental leave of up to one (1) year shall be granted. Such leave shall be granted provided the leave is used by the employee to care for a natural or adopted child on a full-time basis. An employee shall request to take the leave at least three (3) calendar months before the commencement of the leave. A medical statement may be requested at the time of the application indicating the expected date of delivery. Excluding eligibility for leave under the Family Medical Leave Act, leave under this section shall be without pay. The failure of an employee to return from parental leave shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 1. Purpose: Pursuant to the FMLA, 29 U.S.C. § 2601 et seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per twelve (12)-month period in connection with the following:

- a) The birth and first-year care of his/her child;
- b) The adoption or foster placement of his/her child;
- c) The serious health condition of an employee's spouse, child, or parent; and
- d) The employee's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization

insurance contributions as provided in this Agreement for a period of the leave, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve (12)-month period.

Subd. 4. Paid Leave Under the Agreement: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. above, are unpaid, nothing shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave; i.e., sick leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing in this Agreement shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: When the reason for leave is foreseeable, the employee shall make a written request for said leave at least thirty (30) days prior to the beginning of the leave. The employee shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

#### Section 4. Emergency and Essential Leave:

Subd. 1. Employees may be granted emergency and essential leave under this section at the discretion of the Community Education Director or designee.

Subd. 2. Examples of absences that are excused under this leave are required court appearances involving the employee's private family matters, necessary business that cannot be accomplished after school or on Saturday, and emergency situations over which the employee has no control when such absences are not covered under other provisions of this Agreement.

Subd. 3. These days of leave shall be deducted from cumulative days credited to the employee under sick leave.

Subd. 4. Application for emergency leave shall be made in writing to the Superintendent or designee a minimum of three (3) days in advance of the absence, unless the absence is an immediate emergency.

Section 5. Personal Leave: Employees may take two (2) leave days per year (non-accumulative) for personal reasons. This leave day must be pre-approved at least five (5) days in advance and shall be deducted from accrued sick leave. The accrual and usage of personal leave will cease upon achievement of a higher level of vacation accrual.

Section 6. Military Leave: Military leave shall be granted pursuant to applicable laws, and an employee called for a selective service physical examination shall be excused without loss of pay for such purposes.

Section 7. Jury Duty Leave: Any employee who is called for jury duty shall receive full pay less jury duty pay, exclusive of expenses. A copy of the summons notice along with the check received for services must be provided to the Department of Human Resources. The salary received from jury duty must be turned over to the school district. Mileage, if any, may be kept by the employee.

Section 8. Other Leave Rules: No long-term leave will be granted with or without pay unless specifically authorized by the School Board. Short-term leaves may be authorized directly by the

Superintendent but shall be subject to deduction in pay.

Section 9. Insurance Application: An employee on leave is eligible to continue to participate in group insurance programs if permitted under state or federal law, but shall pay the entire premium for such programs which the employee wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the School District's Human Resources Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except if a person qualifies for early retirement benefits or is eligible under state or federal law.

Section 10. Accrued Benefits: Except as otherwise provided herein, an employee on leave under this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which the employee had accrued at the time the leave commenced for use upon return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

Section 11. Extensions: All leaves may be extended by mutual agreement between the School Board and the employee.

## **ARTICLE VII POST RETIREMENT SAVINGS PLAN**

Section 1. Post Retirement Savings Plan for Medical Care: the School District shall contribute the sum of \$1000 annually to a post-retirement medical-care savings plan for employees covered in this document.

## **ARTICLE VIII MATCHING ANNUITY PLAN**

Matching Annuity School District Contribution: For an Activity Leader electing to participate in the Matching Annuity Program, the School District contribution shall be \$2,000 while serving in the Community Services Department:

Contact Human Resources if a change in match needs to be made. Any match level currently higher than this schedule will remain held in place.

## **ARTICLE IX HOLIDAYS**

Section 1. Paid Holidays: The duty year shall include 13 District designated paid holidays and 1 employee designated float. The float holiday is forfeited if not used in the current fiscal year.

Section 2. Changing Holiday Dates:



Subd. 1. 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. 2. Holidays that fall on weekends will be observed on a day established by the School Board.

## Salary Appendix A

### Positions Covered:

Anyone that falls within the below salary schedule will continue to advance in Steps each full year of qualifying employment until reaching the maximum salary step. Additional increases will follow the School Board approved percentage increase for non-affiliated staff.

2023-2024

Step 1	Step 2	Step 3
22.01	23.07	24.13