

**COMMUNITY EDUCATION - CHILD CARE &
PRE-K WORKERS**

COMPENSATION AND BENEFITS HANDBOOK

2022-2024

TABLE OF CONTENTS

ARTICLE I. INCLUDED POSITIONS	2
ARTICLE II. DUTY YEAR / HOURS OF WORK	2
ARTICLE III. INSURANCE	3
Section 1. Selection of Carrier	3
Section 2. Health and Hospitalization Insurance	3
Section 3. Dental Insurance	4
Section 4. Income Protection	4
Section 5. Term Life Insurance	4
Section 6. Claims against the School District	4
Section 7. Duration of Insurance Contribution	4
ARTICLE IV. PERSONAL LEAVE	5
ARTICLE VI. HOLIDAYS	5
SECTION VII. LEAVES OF ABSENCE	6
Section 1. Sick Leave	6
Section 2. Proof of Illness	6
Section 3. Family and Medical Leave Act (FMLA)	6
Section 4. Wellness Program	6
Section 5. Other Leaves of Absence	7
Section 6. Bereavement Leave	7
Section 7. Worker's Compensation	7
Section 8. Insurance Application	7
Section 9. Credit	7
Section 10. Jury Duty	7
ARTICLE VI : PLACEMENT ON SALARY SCHEDULE	7
Section 1. Classifications	7
Section 2. Step Movement	8
ARTICLE VII: MILEAGE REIMBURSEMENT	8
ARTICLE VIII: 403(b) MATCHING RETIREMENT PLAN	8
ARTICLE IX: DURATION	9
APPENDIX A: SALARY/WAGE SCHEDULE	10

ARTICLE I. INCLUDED POSITIONS

The purpose of this document is to provide the permanent positions listed below in the District with information about the general terms and conditions of their at-will employment with the District. This document does not create an express or implied contract between the District and any employee. The District may change this document, and the terms and conditions of employment outlined in this document, at any time and for any reason.

Child Care Workers
Child Care Program Site Supervisors
Child Care Program Assistant Supervisors
Pre-K Plus Room Leads

The employer and employees covered under this agreement agree that Independent School District #181, Brainerd Public Schools shall not discriminate based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran or disability status.

ARTICLE II. DUTY YEAR / HOURS OF WORK

Section 1. Standard work year

The standard work year for employees under this agreement varies by assignment. All work years follow the fiscal year calendar, beginning July 1 and ending June 30 of each year. Any variations to benefit offerings based on assigned work year, will be identified in the handbook.

Section 2. Definitions

A full-time employee is defined as an employee working 8 hours per day, 5 days per week for the assigned work year. Individuals working less than 8 hours per day and/or 5 days per week are considered part-time employees. Individuals working a minimum of 30 hours per week are eligible for the benefits outlined in this handbook.

Section 3. Non-exempt employees

All positions identified in this handbook are considered non-exempt and the following provisions shall apply:

1. Hours of work: The standard workday for non-exempt employees shall be with (8) hours exclusive a 30 minute unpaid lunch period. For employees working less than eight hours per day, rest periods shall be provided as per statutory requirements.
2. Overtime: Non-exempt employees will be entitled to overtime at the rate of time and one-half (1½) of their base rate for all hours worked in excess of 40 hours of any one-work week.

ARTICLE III. INSURANCE

The insurance offerings in this section are available for all full-time employees working a minimum of 30 hours per week. Those working less than 8 hours per day, 5 days per week, will receive a prorated benefit.

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance

Effective July 1, 2022, the plan options available to all full-time (minimum of 30 hours per week) employees will be as follows:

- Plan B - \$300 per person / \$500 per family
- Plan C - \$1,000 per person / \$2,000 per family
- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

Full-time employees and part-time employees working an average of no less than 30 hours per week are eligible for a health insurance contribution from the district. Individuals that work less than 1.0 FTE will receive a pro rata portion of district contribution. Part-time employees working less than 30 hours per week are not eligible. The premiums may change on September 1st of each year.

Subdivision 1. Single Coverage:

Beginning July 1, 2022, the School District's health insurance premium contribution for employees who elect single coverage will be \$630 per month. Employees working less than 1.0 will receive a pro rata portion of the district contribution. Any subsequent plan year premium increases will be covered in full by the school district to maintain no employee premium responsibility to the employee for Single coverage.

Subdivision 2. Family Coverage:

Beginning July 1, 2022, the School District's Health insurance premium contribution for employees who elect family coverage will be \$1,455 per month. Employees working less than 1.0 will receive a pro rata portion of the district contribution. The responsibility for any subsequent premium increases will be split between the employee and employer.

Subdivision 3. Health Savings Accounts.

Those employees who choose Plan G - \$3,000 per person / \$6,000 per family with HSA will also receive a match deposited into their health savings account (HSA) from the employer according to the following formula:

Employees electing HDHP single: \$1 for \$1 match up to \$1,500 annually (January 1 – December 31)

Employees electing HDHP family: \$1 for \$1 match up to \$3,000 annually (January 1 – December 31)

Hardship: For single and family coverage, if an employee submits evidence of a hardship, the School District, in accordance with IRS regulations will contribute the remainder of the calendar year contribution for the plan year the employee has elected to participate in Plan G - \$3,000/\$6,000 plan with HSA and stop all monthly contributions for the remainder of the calendar year or plan year in which the employee participates in a high deductible plan with an HSA, whichever comes first. If an employee leaves the District prior to the end of the calendar year, any unearned contributions will be paid back to the District.

Cases will be addressed on an individual basis and prior hardship does not guarantee hardship accommodation in subsequent years. In no circumstances will the district apply more than the allotted employee or district match to the individual in a calendar year.

Subdivision 4: Employee Married to Employee

Effective September 1, 2022, an employee within this unit that is married to another ISD employee (both currently employed with a minimum of 60% contract) are eligible for one fully paid

Plan G family plan, two fully paid Plan G single plans (if no legal dependents) or a \$1,640 a month contribution toward Plans B, C, or H family plans. In 2022-23 and 2023-24, the monthly district contribution will be based on the full premium of Plan G to apply toward employee married to employee coverage on this or any other covered plan.

Section 3. Dental Insurance

Employees shall have access to the non-certified dental insurance offered by the employer at his or her own cost. There will be no District contribution toward the monthly dental premium. All premiums due for the non-certified dental insurance are the responsibility of the employee and shall be collected through payroll deduction.

Section 4. Income Protection

The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary with the following conditions:

- The 90-day elimination period has been met.
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain ISD 181's health plan in order to qualify for the \$500 per month, long-term benefit.

Section 5. Term Life Insurance

The School Board will contribute 100 percent (100%) of the premium for \$50,000 of term life insurance coverage for each full time employee employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

Section 6. Claims against the School District

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein, and no claim shall be made against the School District as a result of denial of insurance benefit by an insurance carrier.

Section 7. Duration of Insurance Contribution

An employee is eligible for School District contribution as provided in this Article for as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

ARTICLE IV. PERSONAL LEAVE

Section 1. Eligibility. Employees working a minimum of 30 hours per week are eligible for a personal leave accrual.

Section 2. Personal Leave Accrual. All full-time, eligible employees shall be granted personal leave, with pay, on the basis of the following schedule. and on a prorata basis, part-time employees working a minimum of .5 FTE (20 hours per week) but less than 1.0 FTE (40 hours per week) will

receive a prorated personal leave accrual. Personal leave will be credited to the employee at the start of each fiscal year.

Years of Service	12-month	10-month
0-1 years	8 days	6 days
2-4 years	10 days	8 days
5-14 years	12 days	10 days
15+ years	14 days	12 days

If the employee does not complete a full year of employment, any personal leave days used that had not yet been earned will be deducted from the final paycheck on a prorata basis.

Personal Leave time must be approved by the employee’s supervisor or designee through the Employee Access system. A request for the use of personal time must be made at least three (3) work days prior to the day the vacation is to be taken. In the event of emergencies, an oral request through the employee’s supervisor or designee will be considered.

Up to five (5) days of vacation time may be carried over from one fiscal year to the next fiscal year that it was provided.

ARTICLE VI. HOLIDAYS

All employees working a minimum of 30 hours per week shall have the following paid holidays if the day falls within their work calendar/schedule: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve. If any of the days fall on Saturday or Sunday the preceding Friday or the following Monday shall be considered a holiday.

In order to qualify for compensation for such holidays, the employee must have worked for the employer on their last working day before or their first working day after said holiday or have been on a paid leave day their last working day before or their first working day after said holiday.

SECTION VII. LEAVES OF ABSENCE

Sick leave accumulation is available for all employees working a minimum of 30 hours per week.

Section 1. Sick Leave

Sick leave is earned at the rate of one (1) day per month and is accumulative, up to ten (10) days per year for 10-month positions and twelve (12) days per year for year round positions. Sick leave may be used for self, spouse, child and anyone listed under Minn Stat 181.9413. The accrual will be based on the average daily hours worked.

Section 2. Proof of Illness

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is

reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised. Sick leave with pay may be granted when illness or accident emergencies in the immediate family necessitates an employee's absence.

Section 3. Family and Medical Leave Act (FMLA)

Employees shall be eligible for the Family and Medical Leave Act if they, their spouse, child or parent suffers from a serious health condition in which the employee is required to provide care. The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent or next of kin. The FMLA process will be subject to District policy and practice and in accordance with law.

To be eligible for FMLA protections, an employee must have been employed with the District for a minimum of 1 year and have worked at least 1,250 hours in the preceding year.

Section 4. Wellness Program

Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to the employee will be based on:

1. The employee's lowest balance of available hours of sick pay during the preceding year; September 1st of the previous year through August 31st of the present year, and
2. The employee must use no more than five (5) sick leave days during the same time period.

This pay shall be paid out once per year on the first pay period of December. The number of days repurchased by the District will then be reduced from the employee's sick leave balance. The employee's current straight time rate of pay will be used to calculate the additional pay.

Employees who have maintained an unused number of sick leave balance as below and have used no more than five (5) sick leave days in the preceding year, September 1st through August 31st.	Shall have the following sick leave days repurchased /paid.
250 hours	1 day
400 hours	3 days

Section 5. Other Leaves of Absence

The School Board may grant other leaves of absence, in accordance with policy and state and federal law.

Section 6. Bereavement Leave

Subject to the approval of the Superintendent or designee, employees shall be granted up to five (5) days of bereavement leave. Leave for bereavement shall be allowed for death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents,

and grandchildren of the employee or employee's spouse, or other relatives living in the same household of the employee. Additional bereavement may be granted by the Superintendent or designee as a deduction from sick time.

Section 7. Worker's Compensation

Pursuant to Minnesota state law, an employee injured on the job in the service of the School District and collecting Workers Compensation insurance may draw sick leave and receive full salary from the School District, the employee's salary to 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 8. Insurance Application

An employee on unpaid leave outside of FMLA is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 9. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which the employee had accrued at the time the employee went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Jury Duty

An employee may be excused without loss of pay to appear in court and to serve on jury duty. In the event of jury duty, all sums received by the employee as reimbursement, except mileage, from the County will be turned over to the School District in lieu of having the day deducted from sick leave credit.

ARTICLE VI : PLACEMENT ON SALARY SCHEDULE

Placement on the salary schedule for newly hired employees shall be based on education and experience as determined by the Director of the department. At no time will an individual be placed at a step level that exceeds their years of experience in the same or similar position. The salary schedule for the July 1, 2022 to June 30, 2024 can be found in Appendix A.

Section 1. Classifications

Appendix A will outline the pay rates for the eligible positions under this handbook.

Section 2. Step Movement

Step advancements will be granted to employees contingent upon satisfactory job performance and will occur on July 1st.

Employees hired between July 1st and February 29th will receive their first step increase on the following July 1st.

Employees hired between March 1st and June 30th will receive their first step increase on July 1st of the following year.

Employees on a current corrective action plan will not be awarded a step increase.

ARTICLE VII: MILEAGE REIMBURSEMENT

The District will pay for all professional in-district and out-of-district travel when an employee uses their personal vehicle for district business. This mileage will be reimbursed at the current IRS rate.

ARTICLE VIII: 403(b) MATCHING RETIREMENT PLAN

All employees will be eligible to participate in the 403(b) Annuity Matching program. To receive a district match, employees must work a minimum of 30 hours per week.

Section 1. Employee Match

Eligible and participating employees must elect to participate in the 403(b) Annuity Matching program pursuant to the Annuity Plan requirements at the beginning of the plan year. Employees that work more than 30 hours per week but less than 40 hours per week are eligible for a prorated district match.

<u>Years of Service</u>	<u>Matching Contribution</u>
0-3	No Match
4+	\$300

The District will make the forgoing matching contribution to only those employees choosing to participate in an approved employee's 403(b) annuity account offered by the District. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Employees may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations. The employee that has an elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the pay periods for the plan year. The employee must be signed up by September 1 in order to receive the match for the year.

Section 2. Approved Plans

The District will make matching contributions only to annuity plans offered by vendors mutually agreed to by the School District and Education Minnesota Brainerd.

Section 3. Election

Eligible and participating employees must make an application for participation in the 403(b) annuity matching program each year by September 1 for that school year. The plan year shall be from September 1 to the following August 31. Once an eligible employee elects to participate in the 403(b) annuity-matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

Section 4. Death of Participant

If an employee dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 5. Leaving the District:

Employees who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of District contributions and personal contributions made on their behalf to the date of separation. The District shall retain no current or future liabilities for said investment programs because of the severing of service.

Section 5. Applicable Laws

The 403(b) annuity-matching program of Independent School District No. 181 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 365.24 and the Internal Revenue Code. 26 U.S.C. @ 403(b). It is understood that the District's only obligation is to contribute as specified in this Article and that no other claim shall be made against the District pursuant to the Article.

ARTICLE IX: DURATION

This Agreement shall remain in full force and effect for a period commencing July 1, 2022 through June 30, 2024 unless modifications are made, at which time, employees will be notified and provided the addendums.

IN WITNESS WHEREOF, the parties have executed this Handbook as follows:

Independent School District No. 181

By  _____
Superintendent of Schools

By  _____
School Board Chair

By  _____
School Board Clerk

APPENDIX A: SALARY/WAGE SCHEDULE

2022 - 2024

STEP	Program Assistants	Assistant Supervisors	Pre-K Room Leads	Site Supervisors
1	\$12.50	\$14.15	\$15.00	\$16.00
2	\$12.75	\$14.43	\$15.30	\$16.32
3	\$13.00	\$14.72	\$15.61	\$16.65
4	\$13.25	\$15.02	\$15.92	\$16.98
5	\$13.50	\$15.32	\$16.24	\$17.32
6	\$13.75	\$15.63	\$16.56	\$17.67