

July 1, 2021 - June 30, 2023

WAGE & BENEFIT PLAN

for

**Community Education
Independent Hourly Employees**

**Independent School District #271
Bloomington, Minnesota**

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SECTION 1 – WAGE PLAN

1.1 The Plan

Employees in positions covered under this Bloomington Schools Community Education Hourly Wage and Benefit Plan (Plan) will be placed on a wage scale plan based on classifications. The Plan will allow for annual experience increments through each level.

SECTION 2 - COVERED POSITIONS

2.1 Positions

Covered under the Plan are those Bloomington Community Education hourly positions which provide regular employment status to both exempt and non-exempt employees under Federal and State Wage and Hour Standards, and who are employed, assigned, promoted, demoted or terminated at the will of the School Board; excluding supervisory employees, confidential employees, employees represented by collective bargaining agreements, and substitute employees.

SECTION 3 - DEFINITIONS

3.1 District

The School Board of Independent School District No. 271, Bloomington, Minnesota.

3.2 Hire Date

The first paid day of work in the District without a Break in Service, excluding temporary or substitute employment.

3.3 Break in Service

A resignation, retirement, or termination; not including: long-term disability leave, workers compensation leave, Board-approved leave, or voluntary interruption of employment less than one (1) calendar year.

SECTION 4 - DISTRICT RIGHTS

4.1 Management Responsibilities

It is the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

4.2 Effect of Laws, Rules, and Regulations

All employees covered by this Plan will perform services prescribed by the District and will be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders issued by properly designated officials of the District.

SECTION 5 - EMPLOYEE RIGHTS

5.1 Federal and State Wage and Hour Standards

All employees covered by this Plan will be hourly, non-exempt employees under Federal and State wage and hour standards, based on verification of hours worked.

5.2 At-Will Employment Status

All employees covered by this Plan are employed at the will and discretion of the District. As such, there shall be no individual continuing contract status in fact or implied. Covered employees may be employed, promoted, demoted, or terminated at the will of the employer so long as District procedures, and the rights of the individual as mandated under law have not been violated.

5.3 Posting of Positions

Positions which meet or exceed four (4) hours a day and twenty (20) hours a week will be posted for a period of not less than five (5) calendar days, excluding Saturday and Sunday. Vacancy notices will be posted at the District Office of Human Resources and on the District internal website.

5.4 Progressive Discipline

During the first twelve (12) months of employment, the District will have the unqualified right of discharge. After completion of the twelve (12) months, employees will be disciplined or terminated for cause, based on a finding by the District. Except in cases of termination, the goal of discipline will be remediation. Discipline will normally be prescribed in the following manner, unless circumstances warrant otherwise:

Step 1. Written Reprimand

Step 2. Suspension without Pay

Step 3. Termination

5.5 Personnel File

Employees will be notified in writing within five (5) days when disciplinary action is placed in their personnel files. Only one official personnel file will be maintained per employee. Upon written request, personnel files will be made available at the Office of Human Resources during regular business hours. Employees will have the right to reproduce any of the contents of their personnel files at their own expense.

5.5.1 Step 1 – Written Reprimand: Upon the employee's request, a written reprimand will be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of two (2) years following the date of the written reprimand.

5.5.2 Step 2 – Suspension Without Pay: Upon the employee's request, a suspension of three (3) days or less will be removed from the employee's personnel file proved that no further disciplinary action has been taken against the employee for a period of five (5) years from the initial date of suspension.

5.6 Right of Written Response

Employees will have the right to respond in writing when disciplinary action is placed in personnel files. Such written responses will be permanently attached to the disciplinary action.

5.7 Non-Disciplinary Materials

The District acknowledges that, unless circumstances warrant otherwise, the first step in making an employee aware of the need for corrective action will be a non-disciplinary verbal warning or counseling focused on remediation. Non-disciplinary materials, such as counseling notes, warnings or directives will not be placed in employee personnel files, but may be kept in a supervisor's file.

SECTION 6 - BASIC WAGE SCHEDULES AND RATES OF PAY

6.1 Wage Schedules

The wages in Schedule A1 and Schedule B1 will be a part of this Plan for the period commencing July 1, 2021 through June 30, 2022. The wages in Schedule A2 and Schedule B2 will be a part of this Plan for the period commencing July 1, 2022 through June 30, 2023.

6.2 Status of Wage Schedules

Wage schedules are determined each year and are not considered an employee right into successor years.

6.3 Placement on Wage Schedules

Placement on the wage schedule will be at the discretion of the District.

6.4 Step Advancement

6.4.1 Annual Step Advancement: Employees who work less than sixty (60) days during the previous July 1 through June 30 will not receive step advancement and will remain at their previous step until the next annual July 1. Exceptions may occur, as provided in Section 6.4.3.

6.4.2 Classification Advancement: Employees assigned a new classification level will be assigned to the same step on the new level as their assignment on the previous level.

- 6.4.3 **Withholding:** The District reserves the right to withhold step advancements due to deficiencies in the employee's performance. A written notice to the employee will be provided thirty (30) days in advance of a scheduled step advancement date. The notice will include the reason for the action.
- 6.4.4 **Successor Plan:** Step increases due on July 1 will be granted, even if a successor plan is not in place.

6.5 Longevity

Longevity pay will be effective on July 1 of each year, if eligible based on Hire Date listed in Appendix A. Eligibility for longevity pay may occur prior to reaching the specified number of years; see Appendix A. Based on the wage schedules, employees will receive longevity pay as follows:

- 6.5.1 **10L:** After approximately ten (10) years, employees will receive 10L longevity pay, an increase in wages of twenty-five cents (\$0.25) per hour.
- 6.5.2 **15L:** After approximately fifteen (15) years, employees will receive 15L longevity pay, an increase in wages of twenty-five cents (\$0.25) per hour. Total longevity pay for such employees, including 10L, will be fifty cents (\$0.50) per hour.
- 6.5.3 **20L:** After approximately twenty (20) years, employees will receive 20L longevity pay, which is an increase in wages of twenty-five cents (\$0.25) per hour. Total longevity pay for such employees, including 10L & 15L, will be seventy-five cents (\$0.75) per hour.

6.5.4 Longevity Table

2021-2023	Per Hour	Total
10L	\$0.25	\$0.25
15L	\$0.25	\$0.50
20L	\$0.25	\$0.75

6.6 Overtime Pay

A rate equal to one and one-half times the regular pay rate will be paid for time worked which exceeds forty (40) hours in any single week. Vacation leave, sick leave and holiday pay may be included in the base period for determining overtime pay, unless the employee did not work during the base period.

6.7 Re-employment

Employees, if re-employed without a Break in Service (as defined in Section 3.2) will (a) be credited with their previously accrued sick leave, (b) be placed on their previous salary step, (c) be reinstated with their previous Hire Date, and (d) receive benefits specified in Appendix A based on their previous Hire Date.

**SECTION 7 -
GROUP INSURANCE**

7.1 Insurance Eligibility

Employees will be eligible for participation in District group insurance starting the first day of the month after their Hire Date through the last day of the last month of employment.

- 7.1.1 **Health/Hospitalization Insurance and Dental Insurance:** Full-time and part-time employees will be eligible for the District Health/Hospitalization Insurance and Dental Insurance Plans, as defined below:
 - a. **Full-Time:** Employees authorized for no less than thirty (30) hours per week and no less than one hundred seventy (170) days per year.
 - b. **Part-Time:** Employees authorized for less than thirty (30) hours per week, but no less than twenty (20) hours per week, and no less than one hundred seventy (170) days per year.
 - c. **Spousal:** To be eligible for spousal coverage, (1) both employee and spouse must be employed full-time in the District, (2) the employee must elect Employee-plus-One or Family coverage, and (3) the employee's spouse must not elect any other coverage. For the purposes of this Section, state law defines "spouse".
- 7.1.2 **Health Savings Accounts (HSAs):** Both full-time and part-time employees (as defined in Section 7.1.1) will be eligible for HSAs through the District-selected vendor.

7.1.3 Life Insurance: Both full-time and part-time employees (as defined in Section 7.1.1) will be eligible for the District Life Insurance Policy.

7.1.4 Long-Term Disability (LTD) Insurance: Only full-time employees (as defined in Section 7.1.1) will be eligible for the District LTD Insurance Policy.

7.2 Health/Hospitalization Insurance

7.2.1 Health/Hospitalization Insurance: The District will provide for all eligible employees a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service (IRS) regulations.

a. Plan Year: The Plan year will run from July 1 to June 30.

b. Deductibles: Deductibles will be the minimum allowed by the IRS. Deductibles will be indexed in future years per IRS regulations, which may result in increases. Per IRS regulations, the deductibles are as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$1,400.00	\$2,800.00
2022-2023	\$1,400.00	\$2,800.00

c. Out-of-pocket maximum for in-network coverage: The out-of-pocket maximums for those using only in-network providers will be equal to the deductibles.

d. Out-of-pocket maximums for out-of-network coverage: The out-of-pocket maximums for out-of-network coverage will be the maximum allowed by the IRS. Out-of-pocket maximums for out-of-network coverage will be indexed in future years per IRS regulations. Per IRS regulations, the out-of-pocket maximums for out-of-network coverage are as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$7,000.00	\$14,000.00
2022-2023	\$7,050.00	\$14,100.00

7.2.2 Full-Time Monthly District Contribution: For full-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution. These amounts will be subject to annual Board action.

Year	Employee-Only	Employee-plus-One	Family
2021-2022	\$852.00	\$1,253.00	\$1,372.00
2022-2023	\$861.00	\$1,267.00	\$1,386.00

7.2.3 Part-Time Monthly District Contribution: For part-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution. These amounts will be subject to annual Board action.

Year	Employee-Only	Employee-plus-One	Family
2021-2022	\$598.00	\$879.00	\$960.00
2022-2023	\$603.00	\$887.00	\$970.00

7.2.4 Spousal Monthly District Contribution: For full-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution. These amounts will be subject to annual Board action.

Year	Spousal Employee-plus-One	Spousal Family
2021-2022	\$1,792.00	\$1,960.00
2022-2023	\$1,810.00	\$1,980.00

7.2.5 District Contribution Exclusion: Employees who have health/hospitalization insurance coverage under another plan may participate in the District Health/Hospitalization Insurance, but they will receive no District contribution toward the monthly premium. This does not include employees who

receive Medicare, or Tri-Care, or Veterans Affairs (VA) benefits, or exceptions granted by the Executive Director of Human Resources due to hardship.

- 7.2.6 **Successor Plan:** If a successor plan is not in place before the expiration of this Plan and if the percentage level of District contribution toward monthly premiums proposed by the District equals or better the percentage level of the previous year, the proposed percentage level of District contribution will take effect, until a successor plan is approved by the Board.

7.3 Health Savings Account (HSA)

- 7.3.1 **Contributions:** The District will contribute into an HSA in twelve (12) equal monthly installments the following annual amounts for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) scheduled to return to work for the following school year:

- a. **Full-Time Annual District HSA Contribution:** The District will contribute an amount equal to fifty percent (50%) of the employee’s deductible to each full-time employee’s HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$700.00	\$1,400.00
2022-2023	\$700.00	\$1,400.00

- b. **Part-Time Annual District HSA Contribution:** The District will contribute an amount equal to twenty-five percent (25%) of the employee’s deductible to each part-time employee’s HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$350.00	\$700.00
2022-2023	\$350.00	\$700.00

- c. **Spousal:** For Employee-plus-One coverage, the District will deposit one District Employee-Only HSA Contribution for each full-time employee and District-employed spouse. For Family coverage, the District will contribute one half (1/2) of the total of one District Employee-Only HSA Contribution plus one District Family HSA Contribution for each full-time employee and District-employed spouse. Deposits will be made in separate HSAs per Internal Revenue Service (IRS) regulations, as follows:

Year	Employee-plus-One Coverage	Family Coverage
2021-2022	\$700.00 each	\$1,050.00 each
2022-2023	\$700.00 each	\$1,050.00 each

- d. **Indexing:** Deductibles will be indexed in future years per IRS regulations, which may result in increases in the annual District HSA contribution.

- 7.3.2 **Newly Hired:** In the school year first employed, the District will contribute into an HSA for each newly hired employee the amounts specified in Appendix C – District HSA Contribution for New Hires.

- 7.3.3 **On Leave:** In the same manner as for active employees, the District will contribute into an HSA for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance; and (3) on a Board-approved leave or a paid leave per this Contract.

- 7.3.4 **Employee Contributions to HSA:** Employees may contribute to their HSA as allowed by IRS regulations.

- 7.3.5 **Hardship Advance:** When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution and your HSA account has no existing funds, employees may ask for their remaining District HSA contribution in advance, provided they submit receipts or other

documentation. Hardship cases will be determined on a case-by-case basis by the Executive Director of Human Resources.

7.4 Dental Insurance

- 7.4.1 Employee-Only Full-Time Monthly District Contribution:** For full-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only comprehensive program.
- 7.4.2 Employee-Only Part-Time Monthly District Contribution:** For part-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only preventative program. Optionally, part-time employees may buy-up to the District Dental Insurance employee-only comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.3 Family Comprehensive Program:** Full-time and part-time employees may buy-up to the District Dental Insurance family comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.4 Spousal Monthly District Contribution:** For a full-time employee and spouse working full-time in the District who elect family comprehensive District Dental Insurance, the District will contribute two employee-only full-time contributions up to one hundred percent (100%) of the family comprehensive premium for District Dental Insurance, provided that they pay the difference through payroll deduction.

7.5 Life Insurance

The District will contribute the entire premium cost of the District's Life Insurance Policy for all eligible employees.

- 7.5.1 Amount:** Eligible employees are insured to an amount equal to two (2) times total annual wages rounded to the nearest one thousand dollars (\$1,000.00). Total annual wages do not include pay for extra assignments.
- 7.5.2 Spouse and Dependents:** The employee's spouse and dependent children to age twenty-six (26) are insured for two thousand dollars (\$2,000.00) life insurance only.
- 7.5.3 Accidental Death and Dismemberment:** For employees only, the Policy will include an accidental death and dismemberment (AD&D) policy.
- 7.5.4 Additional Life Insurance:** Additional term life insurance is available through PERA to employees through payroll deduction paid in full by the employee.

7.6 Long-Term Disability Insurance (LTD)

The District will contribute the entire premium cost of the District's Long-Term Disability Insurance Policy for eligible employees, as defined in Section 7.1.4.

- 7.6.1 Amount:** LTD Insurance purchased by the District will be based on income support of sixty-six and two-thirds percent (66 2/3%) of the employee's basic wage, as defined by the Policy.
- 7.6.2 Waiting (Elimination) Period:** Employees who are disabled and absent from work for ninety (90) consecutive calendar days will convert to LTD on the first day of eligibility.
- 7.6.3 Exclusion for Pre-existing Conditions:** No benefits will be paid for disability due to a pre-existing condition, if the employee becomes disabled during the first twelve (12) months from Hire Date. A pre-existing condition is defined by the Policy.
- 7.6.4 Benefits:** Employees who convert to LTD will not receive District wages, paid leaves, or vacation effective the first day of LTD eligibility until such time as the employee returns to active employment.
- 7.6.5 Use of Sick Leave:** Employees may use accrued sick leave, if available, during the ninety (90) day waiting period, and thereafter.

7.7 Duration of District Insurance Contributions

Employees are eligible for District contributions as provided in Section 7 while employed by the District and on paid status.

- 7.7.1 Medical Leaves Up to Twelve Weeks:** Employees who are (1) unable to work, (2) on a District-approved medical leave, and (3) enrolled in the District Health/Hospitalization Insurance will be

eligible for continuation of District insurance contributions for up to twelve (12) weeks from the date when their medical leave started.

7.7.2 Medical Leaves Up to Twelve Months: Employees who are (1) unable to work, (2) on a District-approved medical leave, (3) enrolled in the District Health/Hospitalization Insurance, and (4) qualified for LTD will be eligible for continuation of District insurance contributions for up to twelve (12) months from the date when their medical leave started.

7.7.3 Workers Compensation: Employees receiving workers compensation disability income benefits resulting from injury or illness incurred as employees of District will be eligible for continuation of District insurance contributions.

7.7.4 Termination: Upon termination of employment, all District contributions for group insurance will cease on the last day of the month, except as provided for in retirement or by the insurance plans/policies.

7.8 Selection of Carrier

The District will make the selection of the insurance carrier and insurance policies.

7.9 Retirement Group Insurance

Retirees will be eligible for District group insurance as defined in Section 10 - Retirement.

SECTION 8 - ABSENCES, LEAVES, HOLIDAYS, AND VACATION

8.1 Sick Leave

8.1.1 Eligibility: Employees must work a minimum of twenty (20) hours per week to earn sick leave.

8.1.2 Accrual: Employees will earn sick leave prorated to hours worked at the rate of one (1) day for each month to a maximum annual accumulation of twelve (12) days. Sick leave may accrue without limit.

8.1.3 Use of Sick Leave

- a. Employees may use accumulated sick leave for themselves or their family members per State per Minnesota Statute 181.9413 and Federal law.
- b. For routine appointments that cannot be scheduled outside the workday, it is highly recommended that employees schedule these appointments at the beginning or end of the workday.
- c. Employees may use sick leave up to their daily authorization. Payment will be based on the number of hours that the employee is scheduled to work.

8.1.4 Workers Compensation: Employees on medical leave of absence due to a work-related injury may use sick leave to the extent the employee has accrued but unused sick leave.

8.1.5 Long-Term Disability (LTD): Employees may use accrued sick leave for LTD per Section 7.6.5.

8.2 Childbirth Leave

The District will grant up to five (5) paid days of childbirth leave for workdays that occur within seven (7) calendar days of the birth (the day of birth included) to employees, spouses, and domestic partners, including any medical disability associated with childbirth which would normally be charged to sick leave. It will not be deducted from sick leave. After the first five (5) days, any period of leave for which the employee is medically disabled will be charged to the employee's earned and accrued sick leave. Per the Family & Medical Leave Act, any period for which the employee is not medically disabled will be charged to leave without pay.

8.3 Child Adoption Leave

The District will grant employees up to a total of twenty (20) days of child adoption leave. The first five (5) days will be paid and not deducted from sick leave; the remaining days will be deducted from available sick leave or unpaid, if sick leave is exhausted. Adoption leave may include, but is not limited to: pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings.

8.4 District Approved Leave

Subject to the prior approval and discretion of the District, employees may be absent without loss of pay for required legal appearances/jury duty, or bereavement. Such absences will be at the discretion of the District, but will never be allowed for recreation, absences of personal choice, or for purposes which could be conducted outside the employee's scheduled work day. Prior to taking district-approved leave, employees must

receive approval from the Office of Human Resources at least one (1) week in advance, except in cases of emergency

8.5 Earned Personal Leave for Employees Not Earning Vacation

On July 1 of each year if eligible based on Hire Date listed in Appendix A (after approximately 1 year), employees will qualify for one (1) day of paid earned personal leave per year, accumulating to a maximum of five (5) days. Beginning July 1, 2022, if eligible based on Hire Date listed in Appendix A (after approximately 1 year), employees will qualify for three (3) days of paid earned personal leave per year, accumulation to a maximum of six (6) days. Requests to use earned personal leave will be granted on a first-come, first-served basis with no more than 10% of the building staff being allowed to use earned personal leave on a given day.

8.5.1 Eligibility: Employees must work a minimum of twenty (20) hours per week and one hundred seventy (170) days per year to be eligible for earned personal leave.

8.5.2 K-12 Blackout Days: Employees may not use earned personal leave on the following blackout days: first student contact day of the school year, all professional development days offered to employees, and last student contact day of the school year.

8.5.3 Other Programs: By March 1, the affected employees and the program administrator will determine up to ten (10) blackout days for the next school year for programs not on the K-12 calendar.

8.5.4 Advance Notice: It is highly recommended that employees apply for approval to use earned personal leave as far in advance as possible.

8.5.5 Short-Term Unpaid Leave: Employees may be granted up to two (2) unpaid leave days per year without accumulation, provided that they use one (1) earned personal leave day for each unpaid leave day. The combination of unpaid leave and earned personal leave will not exceed a total of five (5) days per occurrence.

8.6 Vacation

On July 1 of each year if eligible based on Hire Date listed in Appendix A, employees must work a minimum of twenty (20) hours per week and a full year (fifty-two (52) weeks or two hundred sixty (260) days, including scheduled workdays, holidays, and vacation) to accrue vacation leave, which will be based upon Appendix A. On the first day of each month, employees will forfeit those vacation days over two (2) times their current yearly accrual.

Vacation	Yearly Accrual	=	Monthly Accrual	Approx. Years to Qualify
-	12 days	=	8 hours	Upon employment
4V	16 days	=	10 2/3 hours	4 years
9V	18 days	=	12 hours	9 years
14V	20 days	=	13 1/3 hours	14 years

Beginning July 1, 2022:

Vacation	Yearly Accrual	=	Monthly Accrual	Approx. Years to Qualify
-	14 days	=	9 1/3 hours	Upon employment
4V	18 days	=	12 hours	4 years
9V	20 days	=	13 1/3 hours	9 years
14V	22 days	=	14 2/3 hours	14 years

8.7 Holidays

Employees must work a minimum of twenty (20) hours per week to be eligible for holiday pay for those holidays that fall within their authorized work year. Employees on leave of absence without pay will not receive holiday pay for days that fall within their leave.

8.7.1 Holidays: The twelve (12) holidays will include: Independence Day; Labor Day; Thanksgiving Day; the Friday after Thanksgiving; four (4) winter break days to be determined by the District; Martin Luther King Jr. Day; President's Day; one (1) day over spring break to be determined by the District; and Memorial Day.

- 8.7.2 Work Before and After Holiday:** To be eligible for holiday pay, employees must have been compensated for all scheduled hours of their last scheduled workday before the holiday and for the first scheduled workday following the holiday.
- 8.7.3 Rate of Pay:** A day of holiday pay will be an average workday, as calculated by dividing the employee's total authorized weekly hours by five (5).
- 8.7.4 Holiday Schedule:** A holiday which falls on a Saturday will be celebrated on the preceding Friday. A holiday which falls on a Sunday will be celebrated on the following Monday. The District will reschedule any holiday that falls on a day when school is in session for students.

8.8 Leave of Absence without Pay

At the discretion of the District, employees may be granted a leave of absence of up to one (1) year without pay or benefits. Employees returning from an unpaid leave will be placed at the discretion of the District.

- 8.8.1 Written District Notice:** On or about January 15 of each year or no less than thirty (30) days from the scheduled date of return, the District will issue a written notice of reminder to all employees on leave. Failure of written response confirming intent to return received in the Office of Human Resources within thirty (30) calendar days of the date of the District notice will constitute a voluntary resignation from employment.
- 8.8.2 Failure to Return to Work:** Any employee who fails to return upon expiration of the leave will be voluntarily resigned from employment.

8.9 Absence due to Workers Compensation

Employees compensated for absences under workers compensation will continue to receive full pay as long as they have available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the employee's full wage. While on paid status with the District, the employee will continue to accrue sick leave and will be eligible for District paid benefits.

8.10 Loss of Time Due to Assault or Threat

- 8.10.1 Assault:** An employee absent from work as a result of an assault while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any reoccurrence thereof. An absence under workers compensation will limit the obligation of the District to the difference between workers compensation and the employee's daily rate of pay as of the date of continuous absence. This paid leave will cease when the employee satisfies the qualifying period for long-term disability.
- 8.10.2 Threat:** An employee absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) paid leave days. Such days will not be charged to sick leave or any other leave.
- 8.10.3 Police Report:** In order to be eligible for this leave, the employee must file a police report regarding the incident precipitating the use of this leave.

8.11 Failure to Report to Work

Any unapproved absence or failure to return from an approved leave will constitute failure to report to work and as such, at the discretion of the District, will be considered a voluntary resignation by the employee.

8.12 Examinations

The District may request a physical or psychological examination to determine an employee's capability of performing duties. The District will select the physician or psychologist and pay for the examination. Employees experiencing repeated absences due to illness may be required to furnish medical proof of illness.

- 8.12.1 Long-Term Leave:** Employees who fail to qualify for a position either physically or psychologically may request a one-year medical leave of absence. Employees unable to return to work after a one-year medical leave of absence will be separated from employment, unless otherwise required by law.

SECTION 9 - WORKING CONDITIONS

9.1 Work Authorization

The District reserves the right to determine hours of employment, assignment, location, and annual authorization of all employees.

9.2 Rest Breaks

Employees will be given an adequate rest break within a four (4) hour work period to perform personal business.

9.3 Duty-Free Lunch

Full-time employees will receive an unpaid thirty (30) minute duty-free lunch. Employees who are expected to work during their lunch break will be paid.

9.4 Emergency School Closings

On days when the District is closed by the Superintendent due to snow or other adverse weather, employees will be given the time off with pay or required to be on duty depending on the type of school closing. In the event an employee's services are not required in their current assignment due to a school closing, the District may, at its discretion, temporarily reassign that employee.

SECTION 10 - RETIREMENT

10.1 District 403(b) Plan (Tax Sheltered Annuity)

Upon employment, employees are eligible to participate in the District 403(b) plan without a District match, if authorized to work for no less than twenty (20) hours per week.

10.1.1 District Match: On July 1 if eligible based on Hire Date in Appendix A (after approximately 5 years), the District will match the contributions of the eligible employees up to a maximum annual District contribution of three percent (3%) of the employee's wages. After approximately 18 years, based on Hire Date in Appendix A, the District match will move to four percent (4%) per year of employee wages.

10.1.2 Supplemental: Employees who are not eligible for the District match may contribute to a 403(b) as allowed by District policy. Such contributions will be deducted from wages with the entire cost paid by the employee.

10.1.3 Legal: The 403(b) plan and District match will be subject to all applicable state and federal laws, rules and regulations.

10.2 Retirement Group Insurance

Eligibility of the retired employee, spouse, and dependents for continued participation in the District health/hospitalization insurance and dental insurance will be determined by applicable state and federal law.

10.2.1 District Contribution to Health/Hospitalization Insurance in Retirement: Upon retirement if eligible based on Hire Date in Appendix A (after approximately 15 years), employees who are at least fifty-five (55) years of age at time of retirement will be eligible for District paid contributions toward health insurance in retirement of up to one hundred dollars (\$100.00) per month for employee-only coverage and up to one hundred fifty-two dollars (\$152.00) per month for employee-plus-one or family coverage. The retired employee will pay the balance of the premium cost.

- a. **Basis:** An employee will be eligible for the District contribution based on the coverage elected in the last one (1) year preceding retirement.
- b. **Duration:** Eligibility for the District contribution will cease when the retired employee reaches the age of Medicare eligibility.
- c. **Notification of Retirement:** To be eligible for the District contribution, the employee must provide written notice of retirement thirty (30) days prior to retirement, unless the District waives this requirement.
- d. **Termination:** No employee terminated for cause will be eligible for the District contribution.

10.2.2 Level of Benefits: Retired employees will receive the same level of benefits each year as current employees actively employed.

SECTION 11 - CASUAL HOURLY

11.1 Casual Hourly Wage Schedules

The wages for Casual Hourly Employees in Schedule B will be a part of this Plan for the period commencing July 1, 2021 through June 30, 2023.

11.2 Included or Excluded by Reference

The following Sections of this Plan are included or excluded by reference for Casual Hourly Employees:

- Section 1 – Wage Plan – INCLUDED
- Section 2 – Covered Positions – INCLUDED
- Section 3 – Definitions – INCLUDED
- Section 4 – District Rights – INCLUDED
- Section 5 – Employee Rights – INCLUDED
- Section 6 – Basic Wage Schedules and Rates of Pay – EXCLUDED
- Section 7 – Group Insurance – EXCLUDED
- Section 8.1-8.9 – Absences, Leaves, Holidays, and Vacation – EXCLUDED
- Section 8.10 – Required Physicals – INCLUDED
- Section 9.1-9.3 – Hours of Service – INCLUDED
- Section 9.4 – Emergency School Closings - EXCLUDED
- Section 10 – Retirement – EXCLUDED
- Section 11 – Casual Employees – THIS SECTION
- Section 12 – Duration – INCLUDED
- Schedule A – Wage Schedule – EXCLUDED
- Schedule B – Casual Hourly Wage Schedules – INCLUDED
- Appendix A – Eligibility Based on Hire Date – INCLUDED
- Appendix B – Classifications & Position Titles -- EXCLUDED Appendix B – Classifications & Position Titles -- EXCLUDED
- Appendix C – District HSA Contribution for New Hires

SECTION 12 - DURATION

12.1 Plan Year Period

This Plan will remain in full force and effect for a period commencing July 1, 2021, through June 30, 2023, or until modified by Board action.

12.2 Effect

This Plan constitutes the full and complete Plan between the District and Community Education independent hourly employees. The provisions of this Plan supersede any and all prior plans, resolutions, practices, District policies, rules or regulations inconsistent with the contained provisions.

12.3 Severability

The provisions of this Plan will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of the Plan or the application of any provision thereof.

SIGNATURES

FOR: *Independent School District No. 271
Bloomington, Minnesota*

Approved by the Board this

**SCHEDULE A1 -
2021-2022
WAGE SCHEDULE**

2021-22	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
Class I	13.04	13.69	14.49	15.38	17.27	17.39	17.64	17.89	18.14
Class II	15.15	15.77	16.93	18.23	19.62	19.74	19.99	20.24	20.49
Class III	16.15	16.77	17.93	19.47	20.82	20.94	21.19	21.44	21.69
Class IV	16.84	17.76	18.89	20.24	21.67	22.37	22.62	22.87	23.12
Class V	17.54	18.76	19.84	21.00	22.52	23.79	24.04	24.29	24.54
Class VI	18.51	19.68	21.00	22.43	23.83	24.83	25.08	25.33	25.58

**See Section 6.5 – Longevity*

**SCHEDULE A2 -
2022-2023
WAGE SCHEDULE**

2022-23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
Class I	13.30	13.96	14.78	15.69	17.62	17.74	17.99	18.24	18.49
Class II	15.45	16.08	17.27	18.59	20.01	20.14	20.39	20.64	20.89
Class III	16.47	17.10	18.29	19.86	21.24	21.36	21.61	21.86	22.11
Class IV	17.18	18.12	19.26	20.64	22.11	22.82	23.07	23.32	23.57
Class V	17.89	19.13	20.24	21.42	22.97	24.27	24.52	24.77	25.02
Class VI	18.88	20.07	21.42	22.88	24.31	25.32	25.57	25.82	26.07

**See Section 6.5 – Longevity*

**SCHEDULE B1 -
2021-2022
CASUAL HOURLY WAGE SCHEDULES**

Youth Enrichment Instructors

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Skill Development	16.40	16.99	17.57	18.16	18.75
Enrichment Skill Development	17.57	18.16	18.75	19.35	19.93
Specialty Skill Development (i.e. Foreign Language)	18.75	19.35	19.93	20.51	21.09
Academic Support or District Teachers	21.09	21.69	22.27	22.86	23.44

Music and Dance Instructors

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructors	21.69	22.27	22.86	23.44	24.61	25.78

Aquatic Instructors

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Water Safety Aide (WSA)	11.85	12.50	13.15	13.79	14.44	15.08
Water Safety Instructor (WSI)	14.35	14.99	15.64	16.28	16.93	17.57
Lifeguard	12.47	13.13	13.77	14.42	15.06	15.71

**SCHEDULE B2
2022-2023
CASUAL HOURLY WAGE SCHEDULES**

Youth Enrichment Instructors

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Skill Development	16.57	17.16	17.75	18.34	18.94
Enrichment Skill Development	17.75	18.34	18.94	19.54	20.13
Specialty Skill Development (i.e. Foreign Language)	18.94	19.54	20.13	20.72	21.30
Academic Support or District Teachers	21.30	21.90	22.49	23.09	23.67

Music and Dance Instructors

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructors	21.90	22.49	23.09	23.67	24.86	26.03

Aquatic Instructors

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Water Safety Aide (WSA)	12.08	12.75	13.41	14.07	14.73	15.38
Water Safety Instructor (WSI)	14.64	15.29	15.95	16.61	17.27	17.92
Lifeguard	12.72	13.39	14.05	14.71	15.36	16.02

**APPENDIX A -
ELIGIBILITY BASED ON HIRE DATE**

Write your Hire Date here: _____

Based on Hire Date, employees are eligible for the following benefits per this table:

Employee qualifies for benefit below:		Effective July 1, 2021, if Hire Date is before:	(1) Effective July 1, 2022,* if Hire Date is before:	(2) Approximate Years to Qualify	
Section 6.4 - Longevity	10L	\$0.25/hr	January 1, 2012	January 1, 2013*	10
	15L	\$0.25/hr	January 1, 2007	January 1, 2008*	15
	20L	\$0.25/hr	January 1, 2002	January 1, 2003*	20
Section 8.5 - Earned Personal Leave		January 1, 2021 – 1 day	January 1, 2022* - 3 days	1	
Section 8.6 - Vacation	-	12 days/yr	12 days/yr: Upon employment	14 days/yr: Upon employment	-
	4V	16 days/yr	16 day/yr: January 1, 2016	18 days/yr: January 1, 2017*	4
	9V	18 days/yr	18 days/yr: January 1, 2011	20 days/yr: January 1, 2012*	9
	14V	20 days/yr	20 days/yr: January 1, 2006	22 days/yr : January 1, 2007*	14
Section 10.1.1 - 403(b) Plan (20 hours or more)		January 1, 2017 – 3% January 1, 2004 – 4%	January 1, 2018 – 3% January 1, 2005 – 4%*	5 18	
Section 10.2.1 - District Contribution to Health/Hospitalization Insurance in Retirement (Minimum age of 55) (Part-time & Full-time)		January 1, 2007	January 1, 2008*	15	

Notes:

- (1) Should a successor Plan not be approved before the expiration of this Plan, the dates marked with an asterisk* will advance one year on an annual basis.
- (2) For employees hired mid-year in a school year, refer to Hire Date.

**APPENDIX B -
CLASSIFICATIONS & POSITION TITLES**

CLASS	POSITION/TITLE	PROGRAM
I	Assistants/High School	Kids' Safari
	Evening Building Supervisors	Adult Lifelong Learning
	Facility Attendants	Activity Center
II	Activity Assistants – Kids' Safari, Galaxy	Kids' Safari , Galaxy
III	Activity Center Assistant Coordinators	Activity Center
	Activity Leader	Kids' Safari, Galaxy
	Community Liaison Outreach Worker	ABE
	Weekend Building Supervisor	Adult Lifelong Learning
IV	Activity Center Membership Coordinator	Activity Center
V	Community Liaison	Family Center
	Homework Connection Coordinators	Homework Connection (4)
	Learning Exchange Coordinator	Learning Exchange
	Placement Specialist	Homework Connection (4)
	School Attendance Liaison	Galaxy
	Site Leaders/ Kids' Safari, Galaxy & Family Center	Kids' Safari/Galaxy/Family Center
	Support Services Community Liaison	Family Center
	Volunteer Services Assistant Coordinator	ABE
VI	Aquatics/Water Fitness Instructor	Aquatics

Notes:

- (1) List was current as of April 13, 2022.
- (2) Classifications and position titles are subject to change.
- (3) See Schedule B for Casual Hourly Employees.
- (4) These employees are on the Community Education Plan, but NOT Community Education employees.

**APPENDIX C -
DISTRICT HSA CONTRIBUTIONS FOR NEW HIRES**

Employee-Only Coverage: The total district HSA contribution for new full-time hires for 2021-2022 will be a maximum of seven hundred dollars (\$700.00). Part-time employees will receive half of full-time district contribution (\$350.00). The total district HSA contribution for new full-time hires for 2022-2023 will be a maximum of seven hundred dollars (\$700.00). Part-time employees will receive half of full-time district contribution (\$350.00.) These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

Employee+1 and Family Coverage: The total district HSA contribution for new full-time hires for 2021-2022 will be a maximum of thirteen hundred fifty dollars (\$1,400.00). Part-time employees will receive half of full-time district contribution (\$700.00). The total district HSA contribution for new full-time hires for 2022-2023 will be a maximum of fourteen hundred dollars (\$1,400.00). Part-time employees will receive half of full-time district contribution (\$700.00). These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.