

AGREEMENT

Between

**SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 194**

and the

SMALL WONDERS INSTRUCTORS

Effective

July 1, 2015 through June 30, 2017

Table of Contents

Probationary Period 1

Definitions 1

Insurance..... 1

Leaves of Absence / Holidays 2

Statements of Understanding 4

Tax Deferred Matching Contribution Plan 5

Salaries..... 6

Signature Page 6

Conditions of Employment Small Wonders Instructors

July 1, 2015 – June 30, 2017

Probationary Period

The probationary period for a Small Wonders instructor shall be one (1) year of continuous service in the Small Wonders Program.

Definitions

- a. A “full-time Small Wonders instructor” is defined as an employee who consistently works for thirty (30) hours per week or more during the school year program.
- b. A “part-time Small Wonders instructor” is defined as an employee who consistently works between fourteen (14) and thirty (30) hours per week during the school year program.

Professional Development

The District will provide a minimum of eight (8) hour(s)/year for the purpose of in-service training and/or staff development. The utilization of this time needs to be approved by the Small Wonders Program Manager. Additional in-service training may be approved at the District’s discretion.

Insurance

- a. Full-time Small Wonders instructors are eligible for health insurance, with District contributions up to the following amounts (dependent on the plan chosen):

2015-16:

Single: up to \$571.83/month

E+1: up to \$1252.31/month

Family: up to \$1521.07/month

2016-17:

Single: up to \$590.76/month

E+1: up to \$1293.78/month

Family: up to \$1571.44/month

The District shall share equally any increase of insurance premium costs (50% to District contribution, 50% to employee contribution).

Any cost of the premium borne by the employee will be paid by payroll deduction through the employee’s section 125 flexible spending account.

Employees who are currently eligible for health insurance, and are married to other insurance eligible district employees, will be eligible for full district contribution toward family coverage.

- b. Full-time Small Wonders instructors are eligible for dental insurance. The District will contribute \$21 per month toward the premium for dental insurance. Any cost of the premium borne by the employee will be paid by payroll deduction through the employee's Section 125 flexible spending account.
- c. The School District shall provide full-time Small Wonders instructors with long-term disability insurance up to 66 2/3 percent of the employee's salary which shall take effect after a qualified absence of ninety (90) days. Conditions are subject to the insurance company's terms and conditions. Employees on a medical leave and qualifying for long-term disability insurance may continue receiving the District medical insurance contribution for one year from the start of the medical leave.
- d. The School District shall provide full-time Small Wonders instructors with term life insurance in the amount of \$50,000. Insurance is to be subject to the insurance company's terms and conditions.
- e. Full-time Small Wonders instructors who, as of July 1, 2012, did not elect to participate in both medical and dental insurance shall receive a stipend of \$100 per month payable in December and May. Part-time Small Wonders instructors who are eligible for insurance benefits and who, as of July 1, 2012, did not elect to participate in both medical and dental insurance shall receive a pro-rata portion.
- f. Upon retirement, an employee shall be eligible to participate in the District's individual or family hospital-medical insurance plan until the employee reaches Medicare eligibility at which time eligibility and participation shall be subject to the rules of the carrier.
- g. Full-time Small Wonders instructors are eligible for a fifty percent (50%) fee reduction on the school year tuition for their child or step child. Full-day programs, such as Small Wonders Academy, are excluded from the fee reduction. The fee reduction may be a taxable employee benefit as per IRS regulations.

Leaves of Absence/Holidays

- a. All full-time Small Wonders instructors shall be granted sick leave at the rate of nine (9) days per year. Those instructors who work at least one hundred eighty (180) hours during the summer shall be granted one (1) additional sick day and one (1) six (6) hour paid holiday for Independence Day, for their summer work. Sick leave may be used during the school year and during the summer program (for those working in the summer).
- b. Unused sick leave will accumulate to a maximum carryover of one hundred twenty (120) days per instructor.
- c. Sick leave allowance may be used for serious illness in the immediate family, defined as spouse, children, stepchildren, grandchildren, parents or parents-in-law,

siblings, spouse's siblings, grandparents and significant other where there is an on-going relationship and shared household. Up to five (5) days of leave allowance may be used for death leave in the immediate family. For death or illness of persons other than in the immediate family, up to three (3) days of sick leave allowance may be used per incident upon approval of the Small Wonders Preschool Manager. The Small Wonders Preschool Manager may extend these limitations when circumstances warrant.

- d. Each year full-time Small Wonders instructors shall have the option of using up to two (2) sick days for personal leave for family events and other purposes left to their discretion. Such days may not be used to extend the Education Minnesota professional weekend, Thanksgiving Break, Winter Break or Spring Break without pre-approval by the Small Wonders Preschool Manager. To use personal days, the instructor must notify the Small Wonders Preschool Manager in writing at least five (5) days in advance, except in case of emergency. After ten (10) years of full-time service to the Small Wonders Program, an instructor shall be able to use three (3) sick days for personal leave.

Personal leave shall carry over for a period of up to two (2) years to a maximum of six (6) days, in which no more than five (5) consecutive days shall be taken in one (1) year.

All personal leave shall be deducted from accumulated sick leave.

Limits: Personal leave approval will be restricted during student contact days and workshop days:

1. Personal leave may not be used during the first fifteen (15) student contact days of the school year and the last fifteen (15) student contact days of the school year.
2. Personal leave may not be used during workshop days prior to the start of the school year, during the school year and after the school year.
3. Personal leave may not be used by more than two (2) employees per day.
4. Exception to these restrictions may be made by the Executive Director of Administrative Services for the following reasons:
 - a.) Property closing;
 - b.) Court appearance when a party to a court proceeding or witness in a court proceeding, except against ISD 194;
 - c.) An emergency causing serious physical damage to property;
 - d.) Religious observation as required by the employee's religious convictions, provided such requirement cannot be met outside the school day;
 - e.) Attendance at a wedding of the employee's child, sibling, parent, or self;
 - f.) Attendance at graduation of the employee's child, sibling, parent, spouse or self;
 - g.) Transporting one's child to/from college;
 - h.) Other significant personal or family reasons which warrant leave as determined by the Executive Director of Administrative Services.
- e. At the end of any school year, the employee will have the option of turning back any unused personal days that have accumulated that year for half of their value. The

value of one (1) day will be the employee's hourly salary multiplied by the number of hours worked in a day.

- f. Part-time Small Wonders instructors working on a regularly scheduled basis shall be granted sick days and personal days on a pro-rata basis based on the school year portion of their job.
- g. Small Wonders instructors may use available sick leave for periods of disability relating to pregnancy, miscarriage or childbirth. The instructor shall notify the Executive Director of Administrative Services in writing at least thirty (30) days prior to the anticipated leave indicating the estimated date of delivery and estimated period of confinement.
- h. Small Wonders instructors shall be granted an unpaid adoption leave of up to twelve (12) weeks with the stipulation that the employee shall submit a written request to the Executive Director of Administrative Services at least thirty (30) days prior to the anticipated leave date, including commencement and return dates.
- i. All full-time Small Wonders instructors will receive ten (10) paid holidays: Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, the Friday before Easter, and Memorial Day.
- j. Part-time Small Wonders instructors working on a regularly scheduled basis shall be granted the same ten (10) holidays on a pro-rata basis based on the school year portion of their job.
- k. In the event the schools or buildings of the district are closed or declared a late start because of inclement weather or emergency, instructors shall have a choice of:
 - a. Working
 - b. Using personal leave
 - c. Using sick leave
 - d. Taking a day without pay

If after arriving on the job, the instructor is dismissed by the Superintendent of Schools or designee, the employee shall be compensated for the day.

Statements of Understanding

- a. Jury Duty: This is an interpretation of current state or federal laws and is not intended to supersede or expand the laws. This interpretation will also change to reflect any changes in the laws. An instructor who is required to serve on a jury shall be granted paid leave for the duration of such jury duty. The instructor will reimburse the School District the amount paid as compensation for serving on the jury. The employee will retain expenses reimbursed by the court (i.e., parking, mileage and meals.) It is the employee's responsibility to secure expense reimbursements from the court. If an employee is subpoenaed in cases involving the School District or students, the employee will be permitted time off without loss of salary and will be allowed to retain any allowable expenses reimbursed by the court.

- b. **Extended Leave:** This is an interpretation of current state or federal laws and is not intended to supersede or expand the laws. This interpretation will also change to reflect any changes in the laws. An instructor is eligible for a leave of absence without pay for a period of up to twelve (12) weeks, without loss of seniority or benefits, for the purpose of caring for a spouse, child or parent during an extended illness. The Small Wonders Preschool Manager may also pre-approve a request for leave without pay for other purposes.

- c. **School Conference and Activities Leave:** This is an interpretation of current state or federal laws and is not intended to supersede or expand the laws. This interpretation will also change to reflect any changes in the laws. Instructors shall be granted up to a total of sixteen (16) hours during the school year to attend school conferences or classroom activities related to the instructor's child, provided the conference or classroom activities cannot be scheduled during non-working hours. When the leave cannot be scheduled during non-working hours and the need for the leave is foreseeable, the instructor must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operation of the program. The instructor may use a personal leave or leave without pay.

Tax Deferred Matching Contribution Plan

The School District shall contribute an amount equal to the full-time instructor's contribution in a tax-deferred matching contribution plan based upon the instructor's years of service in the Small Wonders Program:

2015-16

<u>Years of Service</u>	<u>Match</u>
0-3 Years	\$0 match
4-5 Years	\$250 match
6-9 Years	\$450 match
10-14 Years	\$600 match
15-19 Years	\$700 match
20+ Years	\$800 match

2016-17

<u>Years of Service</u>	<u>Match</u>
0-3 Years	\$0 match
4-5 Years	\$250 match
6-14 Years	\$600 match
15-19 Years	\$1000 match
20+ Years	\$1500 match

Salaries

- a. Hourly Salaries: Hourly salaries for Small Wonders instructors shall be as follows. The Small Wonders Preschool Manager in consultation with the Executive Director of Administrative Services will have the option to give one step of experience for an instructor with experience or who has earned a MA or MS degree in early childhood education. Each step represents one year of experience.

	<u>Step 1</u>	<u>Step 2</u>
2015-16:	\$ 20.08	\$ 23.60
	<u>Step 1</u>	<u>Step 2</u>
2016-17:	\$ 20.58	\$ 24.19

- b. Summer Employment: Instructors in the Small Wonders Preschool summer program are employed on a casual basis. Any employee working as an instructor in the summer program, who worked as an instructor in the Small Wonders Preschool Program during the preceding school year, will be paid at his/her regular rate of pay. Step advancement is governed by the contract year and is awarded July 1.
- c. Pay Periods: Full-time Small Wonders instructors will have the option of either the twenty-four (24) lump plan or the option of the twenty-four (24) multiple equal pay periods. Part-time Small Wonders instructors will be paid hourly by timesheet.

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

SMALL WONDERS INSTRUCTORS

INDEPENDENT SCHOOL DISTRICT 194

Sheila Hendl

Michelle Volk
School Board Chair

Kathy Lewis
School Board Clerk

5/22/2016
Date

4/26/16
Date