

Southern Plains Education Cooperative #0915

Worker's Agreement for Employee Position

July 1, 2015 - June 30, 2017

Laura Teveldal

This worker's agreement covers the Financial Secretary for the Southern Plains Education Cooperative. This position is for 12 months, 260 days.

WORK DAY

The employee will work 8 hours per day for 260 days. If required to work beyond regular work hours, the employee will be paid her regular hourly wage, subject to approval by the Director and Federal and State law provisions. Overtime pay of 1.5 X hourly rate for all hours worked over 40 hours in a workweek is provided for projects requiring overtime and pre-approved by Director.

FRINGE BENEFITS

1. Income Protection insurance: S.P.E.C. will provide income protection insurance to 66.66% of basic monthly salary for all employees working 30 hours or more per week until age 65, not to exceed \$3,000 per month. The S.P.E.C. shall pay up to .475% of the employee's salary toward the cost of the premium.
2. Liability Insurance: The employee will be covered by the Cooperative's liability insurance and blanket bond of faithful performance while conducting school business.
3. Life Insurance: The Cooperative shall contribute up to \$68 per year toward the premium of \$50,000 group term life insurance for employees working a minimum of twenty (20) hours per week.

TERMINATION, SEPERATION, RETIREMENT

1. Termination: Employees in this position are at will. If positions are eliminated by the Board, the employees in the positions will be notified and advised of their rights for continued employment within ten days of final Board action.
2. If an employee is terminated from the cooperative, two weeks' notice will be given the employee in advance of dismissal unless discharged for cause. Employee will give two (2) weeks' notice in advance of the effective date of resignation.
3. Severance Pay Schedule: Severance pay shall be paid based on the following schedule:

15-19 Years of Service

30 Day's Salary for unused sick leave

20+ Years of Service

40 Day's Salary for unused sick leave

The amount paid shall be based on the last full contract year of employment and prorated for any year in which the employee worked partial days. Severance pay shall be paid by the Cooperative in a lump sum at the end of the contract or equal installments (at cooperative discretion) not to exceed five years from the effective date of the retirement at the employee's option. If the retired employee dies before the early retirement payment has been made, the balance due shall be paid to the named beneficiary, or lacking the same, to the estate of the deceased.

Employees who retire between the ages of 55-65 may remain in the health and hospitalization group until age 65 by paying premium costs to the district. Termination from the group will occur if payment of premium is not made within 30 days of the due date as notified by the business office.

Retirement accrued as set by P.E.R.A.

ABSENCES, LEAVES, VACATIONS

1. When the employee is absent, a substitute may be employed, subject to the recommendation of the Director.
2. While on jury duty, for any day paid by the school district, the employee shall reimburse the Cooperative the stipend paid for performing the jury service. Travel and other expenses paid are kept by the employee.
3. Sick Leave: Twelve (12) days per year credited in a given year, accumulative to 115 workdays (for partial years worked, these days will be prorated.)
4. Family Leave: Up to five (5) days per year, non-accumulative with loss of sick leave, shall be granted in case of absence because of serious illness or injury (one that requires a doctor's examination) or death in the immediate family (parents, brothers, sisters, husband, wife, children) of the employee or his/her spouse (exception: absence as a result of serious illness of children under age 18 is covered under Minnesota statute and will result in loss of accumulated sick leave).

Up to two (2) days per year, non-accumulative, with loss of sick leave, shall be granted an employee for death or serious illness of other relatives as listed: aunt, uncle, grandparents, grandchildren, nieces, nephews or first cousins of the employee or the spouse.

A request for more than five (5) days may be presented to the Director who shall have the authority to grant additional benefits, if in his/her judgment such a request is valid. These additional days are non-accumulative and will be deducted from accrued sick leave days.

5. Child Care Leave: The Board shall grant a child care leave up to one (1) school year without pay or fringe benefits to the employee for the purpose of providing full-time parental care to his or her natural born or adopted child or children. This is limited to one parent unless an emergency situation occurs.

A written request for a pregnancy related child care leave should be submitted no less than three (3) months prior to the beginning of the child care leave. The Board may require a statement from the employee's physician for use in determining the date for initiating the leave. In the event of an adoption, the employee shall submit a written application for child care leave upon learning the date of home placement. Leave will begin on a date to be agreed upon between the employee and the Director.

In the case of pregnancy, sick leave may be used in conjunction with a child care leave. A physician's statement will be required as part of the request for use of sick leave. Under normal conditions, sick leave should not exceed six (6) weeks in duration or should not exceed the amount of sick leave accumulated. An employee shall not be eligible for sick leave during a period of time covered by childcare leave.

Following the granted leave and upon signifying intent to return to work, the employee shall return to the original job or a position of like classification and pay. The employee shall notify the district four (4) weeks in advance of returning to work.

6. Time lost because of an accident while on the job will not be deducted from sick leave if the employee accepts Workers' Compensation in lieu of salary (when eligible). An employee eligible for workers' compensation may continue to receive full salary if the employee endorses the workers' compensation remuneration over to the cooperative. One-third (1/3) day of sick leave will be deducted for each day the employee continues on full salary; not to exceed the total amount of accumulated sick leave.
7. The Board may grant a leave of absence up to one (1) year. Following the granted leave and upon signifying intent to return to work, the employee shall return to the original job or a position of like classification and pay. If a one-year leave of absence is granted, notification of intent to return to work shall be made in writing to the Board by February 1st of the year in which the leave is being taken. A second year may also be granted at the option of the Board.

Employee loses all rights to return to the cooperative when accepting similar employment.

8. The employee may attend local funerals without deduction from pay or leave when such absences will involve only an hour or so and the employee's duties can be arranged within the staff with Director's approval.
9. The employee will be eligible for additional paid vacation days at the beginning of the sixth year of employment as follows: up to 10 vacation days not used may be carried over to the next fiscal year. (Days are prorated for partial days worked.)

Employment years 1-5 = 3 weeks (15 working days)

Employment years 6+ = 2 additional days per year of employment up to a maximum of 4 weeks (20 working days)

If the employee resigns before completing a year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days deducted from the final check or withdrawn from their bank account (24 hours notice will be provided). An employee who has completed at least one year of service shall be entitled to receive the prorated pay for unused vacation time provided such employee provides the Cooperative with at least two (2) weeks advance written notice of the resignation time.

Vacation must be approved by the Director prior to use.

10. Holidays: The employee will receive ten (10) paid holidays as listed: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day. If school is in session in one of the member districts on a day of a holiday, the employee may choose an alternate day as a holiday within the same calendar month.

11. In the event of delayed start to the Fairmont Area School District school day or if school is cancelled, the employee will report to work as soon as possible, but no more than 2 hours later than the regularly scheduled start time of the employee. If the employee is directed not to report to work, the day will be counted as a contract day. If unable to report to work because of inclement weather on a day when school is in session, the employee will use a leave day or incur loss of wages.

MILEAGE

If the employee is required to use a personal car for school business, the mileage allowance paid will be the federal allowable rate.

DURATION

The agreement shall remain in force for a period commencing on July 1, 2015 through June 30, 2017, and thereafter until modified by mutual agreement between the parties to the agreement.

Salary 2015-2016

260 days x 8.0 hrs/day x \$15.55 = \$32,344.00

Salary 2016-2017

260 days x 8.0 hrs/day x \$15.86 = \$32,989.00

Laura Teveldal

Date

Sarah Mittelstadt, Director

Date