

# **WINONA AREA PUBLIC SCHOOLS**

**INDEPENDENT SCHOOL DISTRICT 861**

## **Personnel Policies for Non-Affiliated Employees**

Effective July 1, 2020



**Welcoming All Learners <sup>SM</sup>**

<b>ARTICLE I – PURPOSE</b> .....	<b>4</b>
Section 1. Parties:.....	4
<b>ARTICLE II – GROUP INSURANCE</b> .....	<b>4</b>
Section 1. Definition of Full-Time Employees:.....	4
Section 2. Definition of Fractional Time Employees: .....	4
Section 3. Health and Hospitalization Insurance: .....	5
Section 4. Dental Insurance: .....	5
Section 5. Life Insurance: .....	6
Section 6. Long-Term Disability (LTD):.....	6
Section 7. IRS Section 125 Plan: .....	6
<b>ARTICLE III – RETIREMENT INCENTIVE</b> .....	<b>6</b>
<b>ARTICLE IV – SEVERANCE</b> .....	<b>8</b>
<b>ARTICLE V – DEFFERED COMPENSATION MATCHING PLAN</b> .....	<b>8</b>
Section 1. Full-Time Employees: .....	8
Section 2. Fractional Time Employees .....	9
<b>ARTICLE VI – HOLIDAYS</b> .....	<b>9</b>
Section 1. 12-Month Employees:.....	9
Section 2. Less than 12-Month Employees: .....	9
<b>ARTICLE VII – LEAVES OF ABSENCE</b> .....	<b>10</b>
Section 1. Medical Leave:.....	10
Section 2. Vacation Leave: .....	12
Section 3. Personal Leave:.....	13
Section 4. Bereavement Leave:.....	14
Section 5. Jury Duty:.....	14
Section 6. Unpaid Leave: .....	14
Section 7. Workers’ Compensation: .....	14
<b>ARTICLE VIII – EMERGENCY CLOSING</b> .....	<b>14</b>
Section 1. Student Contact Employees: .....	14
Section 2. Non-Student Contact or Flexible Schedule Employees:.....	15
<b>ARTICLE IX – COMPENSATORY TIME</b> .....	<b>15</b>
Section 1. Non-Exempt Employees: .....	15
Section 2. Exempt Employees: .....	15
<b>ARTICLE X – BREAKS</b> .....	<b>16</b>
Section 1. Lunch Period:.....	16
Section 2. Rest Periods: .....	16
<b>ARTICLE XI – MISCELLANEOUS</b> .....	<b>16</b>
Section 1. Travel and Expense Stipend: .....	16
Section 2. Uniform Allowance: .....	16
Section 3. Certification: .....	16
Section 4. Employee Assistance Plan (EAP):.....	16
Section 5. Safety Training: .....	17
Section 6. Probationary Period: .....	17

Section 7. Wages:..... 17

**APPENDIX A – SALARY SCHEDULES FOR OFFICE AND TECHNICAL EMPLOYEES ..... 18**

**APPENDIX B – SALARY SCHEDULES FOR COMMUNITY EDUCATION EMPLOYEES ..... 19**

**APPENDIX C – SALARY SCHEDULES FOR MILLER MENTORING EMPLOYEES ..... 20**

**WINONA AREA PUBLIC SCHOOLS  
PERSONNEL POLICIES AND PROCEDURES  
FOR NON-AFFILIATED EMPLOYEES**

Effective Date: July 1, 2020 until such time as modified by the school board.

**ARTICLE I – PURPOSE**

**Section 1. Parties:**

These policies and procedures cover all employees of Independent School District 861 except those identified as exempt below. Employees covered under this personnel policy shall have at-will employment. Nothing in this policy shall be construed as a guarantee of continued employment for those covered under this policy. Nothing in this policy establishes any form of a contract between the employee and the District.

Superintendent	Employees covered under the “Personnel Policies for Non-Affiliated Managers”
Substitutes	School Nutrition Personnel
Employees covered under the “Personnel Policies for Directors”	covered by the “School Nutrition Personnel Policy”

Those employees who are subject to collective bargaining agreements as negotiated in accordance with Public Employment Labor Relations Act, M.S. 179.61 to 197.76, as revised, shall be exempt from these policies and procedures.

This exemption includes the following employee groups:

Teachers	Educational Office Professionals
Administrators <i>This unit consists of the Principals and Associate Principals</i>	Plant Operations and Maintenance Employees
	Educational Assistants

**ARTICLE II – GROUP INSURANCE**

**Section 1. Definition of Full-Time Employees:**

For the purpose of health and hospitalization, dental insurance, long-term disability insurance and life insurance a full-time employee shall be defined as one who is employed for 40 hours per week during the school year and works a minimum of 1,400 hours during the school year, not including holidays. For the purposes of this article, a school year is defined as beginning on the first day of school and ending on the last day of school according to the approved school calendar and will be considered 75% of the fiscal year.

**Section 2. Definition of Fractional Time Employees:**

Fractional time employees working at least 24 hours per week during the school year shall receive a prorated contribution toward their insurance benefits. Fractional time employees scheduled to work beyond the school year, which will be considered 25% of

the fiscal year, shall receive an additional prorated benefit based on the number of additional hours worked. For example, an employee scheduled to work 28 hours per week (70%) during the school year, and 16 hours per week (40%) beyond the school year, shall receive an additional 10% contribution toward the annual benefit for a total of 80% annual benefit (40% hours worked x 25% of the fiscal year=10% additional contribution; 70% school year contribution + 10% additional contribution=80% total contribution).

### **Section 3. Health and Hospitalization Insurance:**

Subd. 1. Single Coverage for Full-Time Employees: Beginning January 1, 2021, the district shall contribute an annual maximum of \$11,000 toward the insurance premiums for individual coverage for each employee of the district who qualifies for and is enrolled in a district sponsored group single coverage health and hospitalization plan. Every year thereafter, the district shall contribute an additional \$500 toward the annual insurance premium up to a \$14,000 maximum. District contributions for health insurance premiums will be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction. Employees shall have the option to choose any one of the district health and hospitalization plans.

Each employee participating in the district's HDP will establish a qualifying Health Savings Account (HSA). The district shall deposit an amount equal to the plan's deductible, not to exceed the IRS contribution limit, into the employee's HSA at the beginning of the insurance plan year for each employee of the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. If the School District Contribution exceeds the premium cost, no reimbursement will be made to the employee. Employee shall have the option to choose any one of the district's plans.

Subd. 2. Family Coverage for Full-Time Employees: Beginning January 1, 2021, the district shall contribute an annual maximum of \$13,000 toward the insurance premiums for each employee of the district who qualifies and is enrolled in a district sponsored group family health and hospitalization plan. Employees who are scheduled for at least 235 paid days per year, shall receive an additional \$2,000 toward the insurance premium. Every year thereafter, the district shall contribute an additional \$500 toward the annual insurance premium up to a \$16,000 maximum. District contributions for health insurance premiums will be spread evenly throughout the participation year. If the School District contribution exceeds the premium cost, no reimbursement will be made to the employee. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Each employee participating in the district's High-Deductible Plan (HDP) will establish a qualifying Health Savings Account (HSA). The district shall deposit an amount equal to the deductible of the equivalent single coverage high-deductible plan, not to exceed the IRS contribution limit, into the employee's HSA at the beginning of the insurance plan year for each employee of the district who qualifies for and is enrolled in a district group family coverage health and hospitalization plan. Employees shall have the option to choose any one of the district's plans.

### **Section 4. Dental Insurance:**

Subd. 1 Single Coverage for Full-Time Employees: The school district shall pay in full the annual premium for individual coverage for each employee who qualifies for and is enrolled in the school district group dental plan.

Subd. 2 Family Coverage for Full-Time Employees: The district shall contribute an amount equal to a percentage and maximum, based on the chart below, of the cost of the family dental insurance. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

<u>Paid Days</u>	<u>Percent Contribution</u>
156-180	40 or minimally the cost of single coverage
180-189	60
190-229	75
230-239	85
240+	100

Subd. 3. Part Time Employees: Fractional time unit members employed for at least 24 hours of full time receives a pro-rated contribution toward their insurance benefits, i.e. 80% of full time receives 80% of the district contribution toward the appropriate plan.

**Section 5. Life Insurance:**

The district will provide \$25,000 of term life insurance to employees scheduled to work at least 24 hours per week during the school year. The district will provide \$50,000 of term life insurance to 12-month, full time employees.

Additional term life insurance in units of \$15,000 to a maximum of an additional \$75,000 may be purchased by the employee.

**Section 6. Long-Term Disability (LTD):**

Long-term disability coverage is provided by the district.

Subd. 1 Full Time Employees: After a qualifying period of 120 days of disability, when approved by carrier, coverage provides approximately 66% of normal pay.

Subd. 2. Part Time Employees: Part time employees scheduled to work less than full time but at least 24 hours per week, for at least 38 weeks per year shall be eligible for long-term disability coverage.

**Section 7. IRS Section 125 Plan:**

This plan provides that any insurance premium withheld from the employee's pay is withheld on a pre-tax basis. Employees are automatically enrolled in this portion of the plan unless the employee opts not to participate.

The plan allows employees to pay certain medically related costs (e.g. deductibles, co-pays, glasses, dental work not covered by insurance—and more) on a pre-tax basis.

The plan allows employees to pay childcare cost with pre-tax dollars. Each year in December employees who want to participate must sign up and designate the amount they plan to spend in these categories.

**ARTICLE III – RETIREMENT INCENTIVE**

**Section 1:**

Employees who have completed at least 15 continuous years of service with District 861, who are at least age 55 as of June 30 in the school year during which an application for a

retirement incentive is made and are eligible to participate in the health insurance program shall be eligible for the retirement incentive upon submission of a written request for retirement to the school board.

**Section 2:**

Full time service in District 861 schools for a period not less than 15 total years is mandatory in order to be eligible for the full retirement incentive detailed in this article. Full time service for this article is defined as a minimum of eight hours per day for a period of days equal or greater than the number of annual student days.

**Section 3:**

Eligible employees will receive \$40,000 which will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The \$40,000 will be placed in the employee's account by September 1 of the year of retirement unless the request for retirement was not submitted by June 1 in which case the \$40,000 will be placed in the employees account within 90 days of submission of the written request for retirement.

**Section 4:**

Employees who are participating in the district's health insurance program at the time of retirement shall be eligible to remain in the existing program at their own expense. The employees spouse may remain on the program at his/her own expense until he/she is eligible for Medicare. If the retiring employee elects district-sponsored health insurance, the district will pay the monthly premium through the end of the calendar year in which the employee retires. The total premium amount from the date of retirement until the end of the current calendar year will be calculated at the time of retirement and deducted from the employee's retirement incentive. The remainder will be deposited into Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System.

**Section 5:**

A retirement incentive will not be paid to any employee who has been discharged by the district.

**Section 6:**

Any amount of unemployment insurance which the employee received and for which the district is required to pay into the unemployment compensation fund pursuant to Section 268.52, Subd. 1, at any time after the employee has terminated employment with the district may be deducted by the district from the amount of the employee's retirement incentive or recovered by the district from the employee up to the amount of the retirement incentive.

**Section 7:**

Employees eligible for the retirement program shall have the payment amount reduced by the total matching 403(b) dollars paid by the district over the employee's career unless such a reduction has been made to the severance benefit.

**Section 8:**

Fractional time employees eligible to participate in the district health insurance program at the time of retirement shall be eligible for a pro-rated payment into the Post-Retirement

Healthcare Account under the supervision of the Minnesota State Retirement System. The pro-ration shall be based on the average of the highest five years' pro-ration of health care benefits for fractional time employees over the past ten years.

**Section 9:**

Beginning July 1, 2020, employee's starting the fiscal year who are age 50 with a minimum of 15 years of full-time service and for the years thereafter that an employee continues with full-time employment, the district will contribute \$2,000 annually into a healthcare savings account administered by the Minnesota State Retirement Association up to a maximum contribution of \$40,000. This payment shall be placed into the employee's account by November 1<sup>st</sup>. Upon retirement the cumulative amount of the deposits made for the employees into the account will be subtracted from \$40,000 retirement incentive.

**ARTICLE IV – SEVERANCE**

**Section 1:**

Employees who have completed at least 15 consecutive years of full or part time service with District 861 and who are at least age 55, or employees who qualify for early retirement under rule of 90 as prescribed by P.E.R.A, shall be eligible for severance pay upon submission of a written resignation accepted by the school board. Qualified employees shall receive severance equal to \$5.00 an hour for each unused sick leave. Severance pay shall be placed into a Post-Retirement Health Care Account under the supervision the Minnesota State Retirement System. The severance will be placed in the employees account within 90 days of submission of the written request for retirement or resignation.

**Section 2:**

Employees eligible for severance shall have the payment amount reduced by the total matching 403(b) dollars paid by the district over the employee's employment unless such a reduction has been made to the retirement benefit.

**ARTICLE V – DEFFERED COMPENSATION MATCHING PLAN**

**Section 1. Full-Time Employees:**

The School District will make a contribution to a state-approved 403(b) matching contribution plan in accordance with Minn. Stat. 356.24, as amended. Employees scheduled to work a minimum of eight hours per day for a period of days equal or greater than the number of annual student days (or the equivalent number of annual hours) will be eligible for match amounts as indicated below:

<u>Years of Service in the District</u>	<u>Match Amount</u>
6-10	\$370
11-14	\$420
15-20	\$660
Beginning with the 21 <sup>st</sup> Year	\$1,020

An employee must have completed six consecutive years of full time service in order to qualify for the amounts listed above. Beginning with the employee's 11<sup>th</sup> year of full



time service, he/she will move to the next level of contribution. An employee shall notify the School District of his/her intention to begin or increase the amount of participation in the 403(b) match plan by May 1 of each school year. Such participation shall continue at the specified amount unless the employee notifies the district of a change.

Employees eligible for retirement incentive and severance under this policy shall have the incentive or severance amount reduced by the total matching dollars paid by the district over the employee's career.

**Section 2. Fractional Time Employees:**

The School District will make a contribution to a state-approved 403(b) matching contribution plan in accordance with Minn. Stat. 356.24, as amended. Fractional time employees scheduled to work more than 920 hours annually but less than eight hours per day for a period of days equal or greater than the number of annual student days will be eligible for match amounts as indicated below:

<u>Years of Service in the District</u>	<u>Match Amount</u>
Upon completion of 6-10	\$200
11-14	\$250
15-20	\$350
21-25	\$400
Beginning with the 26 <sup>th</sup> Year	\$500

A part time employee must have completed six consecutive years of service in order to qualify for the amounts listed above. Beginning with the employees 11<sup>th</sup> year of service he/she will move to the next level of contribution. An employee shall notify the School District of his/her intention to begin or increase the amount of participation in the 403(b) in writing. Such participation shall continue at the specified amount unless the employee notifies the district of a change.

Employees eligible for retirement incentive and severance under this policy shall have the incentive or severance amount reduced by the total matching dollars paid by the district over the employee's career

**ARTICLE VI – HOLIDAYS**

**Section 1. 12-Month Employees:**

Employees regularly scheduled to work a minimum of 20 hours per week for twelve months, and a minimum of 1040 hours per year, shall have the following paid holidays, provided they would normally be on duty during the week the holiday(s) occurs:

New Year's Day, Good Friday, Memorial Day, July 3rd, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

Administration will designate alternate days for holidays that fall on weekends.

**Section 2. Less than 12-Month Employees:**

Employees regularly scheduled to work 20 hours per week or more for less than twelve months shall have the following paid holidays, provided they would normally be on duty the week the holiday(s) occurs:

Thanksgiving Day, Day After Thanksgiving, Good Friday, Memorial Day, Labor Day, and New Year's Day.

## **ARTICLE VII – LEAVES OF ABSENCE**

### **Section 1. Medical Leave:**

**Full Time Employees:** Employees scheduled to work a minimum of 2,048 hours annually shall earn 120 hours of medical leave per year, cumulative to 1,840 hours.

**Part Time Employees:** Other employees regularly scheduled to work a minimum of 20 hours per week during the school year or an annual total of at least 920 hours shall be eligible for prorated medical leave benefits. Prorated benefits will be calculated based on the expected number of hours worked annually, i.e. if an employee works 1,024 hours per year they will receive a benefit equal to 50% or 60 hours of sick leave per year, cumulative to 920 hours. Medical leave benefits for part time employees shall be cumulative to the following amounts:

<u>Hours Worked</u>	<u>Maximum Leave Hours</u>
Less Than 1,024	500
1024-1447	920
1448+	1560

**Temporary/Casual Employees:** Employees regularly scheduled to work 19 hours per week or less than 920 hours annually are not eligible for medical leave benefits.

#### **Subd.1. Medical Leave Use:**

**Personal Illness or Injury:** Employees shall be credited with medical leave without loss of pay if the absence is due to personal illness, injury, quarantine, medical/dental appointments, or disability resulting from pregnancy, termination of pregnancy, or child birth.

**Dependent Child:** Use of medical leave for absences due to the illness of or injury to the employee's dependent child under the age of eighteen, or under age twenty still attending secondary school, shall be allowed for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms as medical leave for the employee.

**Family Illness or Injury:** Employees may annually use eight medical leave days for family illness. For purposes of this section family is defined as child, stepchild, sibling, grandchild, spouse, parent or spouse's parent or non-family member for which the employee has the medical power of attorney. Use of medical leave under this subdivision for care of a domestic partner shall be granted providing the domestic partnership has shared residency for at least one year. Hours used under this provision are reduced from hours available pursuant to Minnesota Statute, Chapter 181.9413.

Care of Relatives: Pursuant to M.S. 181.9413, an employee may use personal accrued medical leave for absences due to an illness of or injury to the employee's child, which includes a stepchild and a biological, adopted and foster child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. An employee may use medical leave for such reasonable periods of time as may be necessary for safety leave. Safety leave may be used for assistance to the employee or assistance to the relatives described in this paragraph. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Use of medical leave under this section shall be limited to 160 hours annually. Hours used under "family illness or injury" are reduced from hours available in this section. Benefits in this section are provided pursuant to M.S. 181.9413 and shall change if changed in law.

Family and Medical Leave Act: In accordance with the Family and Medical Leave Act (hereafter referred to as FMLA), the district will grant FMLA leave to eligible employees for any of the following reasons:

- The birth of a child and to care for the newborn child within one year of birth;
- The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- To care for the employee's spouse, child, or parent who has a serious health condition (the District shall recognize a domestic partner and spouse's parents under this section);
- A serious health condition that makes the employee unable to perform the essential functions of his or her job;
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;"

To be eligible for a FMLA leave, an employee must have worked at least 1,250 hours in the twelve (12) months preceding the FMLA and have been employed by ISD 861 for at least 12 months prior to the FMLA leave.

An employee shall be granted this FMLA leave for up to 12 weeks per 12-month period from July 1 to June 30. During this 12-week period, the district shall continue payment of the district's share of the insurance premiums. An employee may be granted an extension of such leave up to one year without pay. Such employee can continue coverage in the district insurance programs by payment of the full premiums to the district at the group rate.

The employee shall provide the district with written notice at least 30 days in advance when the need for leave is foreseeable. Employees can request to use accumulated medical leave days in accordance with Section 1, can request to take the leave without pay, or can request a combination thereof.

Physician Certificate: 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 medical leave pay.

Medical Leave Incentive: If an employee uses two days or less, per fiscal year, of medical leave, she/he will receive a day of compensatory time in the next fiscal year.

Employees who resign from the district and have earned this day shall be paid for the day on the final pay check.

**Subd. 2. Medical Leave Donation:** One non-affiliated employee may be eligible to donate up to 16 medical leave hours annually to another non-affiliated employee if the following conditions are met:

- The employee donating the medical leave must have a minimum of 250 hours of medical leave accumulated and submit a sick leave donation form to the business office authorizing the donation.
- The employee receiving the medical leave donation must submit to the district certification by the attending licensed physician of inability to perform duties.
- The employee receiving the medical leave must only use the donation for their own personal illness or injury as provided by the attending licensed physician.
- The employee receiving the medical leave must have utilized all existing leaves and suffered three days without pay prior to utilizing sick leave that has been donated.

**Subd. 3. Unpaid Medical Leave:** An employee unable to perform the duties of employment because of personal illness or injury shall be granted, upon request and certification by the attending licensed physician of inability to perform such duties, a leave of absence up to one year without pay. Requests for extension of a year's leave may be granted at the discretion of the school board. Employees must complete one year of service to be eligible for an unpaid medical leave. The district shall continue payment of the district's share of insurance premiums during the employee's absence, until the point at which the employee qualifies for social security disability benefits.. An employee who is granted such leave shall notify the superintendent of schools of her/his intention to return not less than 30 days prior to the end of said leave.

## **Section 2. Vacation Leave:**

Vacation is earned on July 1 of each year. The amount awarded is based on the time worked the previous year. If an employee has not served a full year, as of July 1, their vacation for this first year shall be prorated, based on the actual number of hours worked the previous year. Under certain circumstances, Administration may authorize a new employee to utilize a portion of their vacation during the first year of employment, prior to July 1<sup>st</sup>, however, any time taken must be subtracted from their vacation allocation on July 1<sup>st</sup>. Use of vacation requires pre-approval of the administrative supervisor. Unless an unforeseen circumstance occurs, at least three (3) days advance notice will be provided to the administrative supervisor for approval.

For purposes of determining when an employee is eligible to move from one vacation category to the next, the first year shall be considered a full year if the employee began employment prior to December 1st.

Unused vacation must be taken within twelve months after the end of the fiscal year in which it is earned. Unused vacation in excess of the allowable carryover will be paid out at 50% of the employees' hourly wage. Accrued vacation that is unused upon resignation or retirement, will be paid out at the employee's regular rate of pay at the time of resignation or retirement.

Full-Time Employees: Employees scheduled to work a minimum of 2,048 hours annually shall accrue vacation in the following increments:

<u>Years of Eligible Service</u>	<u>Vacation Accrual (to be used the following year)</u>
1-5	96 Hours/12 Days
6-10	136 Hours/17 Days
11-15	176 Hours/22 Days
16-20	184 Hours/23 Days
21+	192 Hours/24 Days

*Note: During the first year the employee accrues vacation but it is not available for use until July 1<sup>st</sup> of the following year.*

Part-Time Employees: Employees regularly scheduled to work a minimum of 20 hours per week during the school year and scheduled to work at least 200 days, excluding holidays, earn prorated vacation benefits.

*Note: The requirement to work 200 or more days, excluding holidays, was made during the 2012-2013 school year. A small number of employees affected by this change were grandfathered in and will be eligible for vacation, however, if the number of days they work is reduced, they will no longer be eligible for vacation benefits.*

Prorated benefits will be calculated based on the actual number of hours worked the previous year, i.e. if an employee works 1,536 hours during the previous year they will receive a benefit equal to 75% or 72 hours/9 days of vacation per year and may carry over 72 hours/9 days of vacation. Holiday hours are used when determining the amount of pro-rated benefit for employees that are eligible for vacation.

Employees eligible for prorated vacation benefits shall move from one accrual level to the next based on the number of years they have been eligible to accrue vacation benefits. Example: You may work for the district for ten years and become eligible for vacation on your eleventh year of employment but your accrual rate would be at the one through five years of service accrual rate.

Temporary/Casual Employees: Part time employees regularly scheduled to work less than 20 hours per week or less are not eligible for vacation benefits.

### **Section 3. Personal Leave:**

Employees regularly scheduled to work 20 hours per week who do not earn vacation shall earn personal days. Employees shall be granted 3 days of personal leave each year without loss of pay. Such leave shall be prorated for part-time employees. Use of personal days requires pre-approval of the administrative supervisor. Unless an unforeseen circumstance occurs, at least three (3) days advance notice will be provided to the administrative supervisor for approval. Unused personal days will be paid at an hourly rate equal to step one of the employees pay classification.

Employees hired into positions that earn vacation shall be granted 3 days of personal leave, non-cumulative, during the first year of employment during which time they are unable to utilize vacation days they are accruing. Use of personal days requires pre-approval of the administrative supervisor. Unless an unforeseen circumstance occurs, at least three (3) days advance notice will be provided to the administrative supervisor for approval. Personal days remaining at the end of the year shall be forfeited.

#### **Section 4. Bereavement Leave:**

Employees regularly scheduled to work 20 hours per week or more during the school year shall be granted up to five days of paid leave upon the death of an immediate family member. Immediate family is defined as mothers, father, sister, brother, husband, wife, son, step-son, daughter, step-daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, cousin, grandparents, and grandchildren of the employee. Employees shall be granted bereavement leave for the time required to attend the funeral of a friend or colleague not to exceed three (3) days.

#### **Section 5. Jury Duty:**

All full time and part time employees regularly scheduled to work 20 hours per week or more during the school year shall be granted a leave of absence, with pay, when they are required to report for jury duty and shall be paid the difference between Jury Duty income (excluding travel allowance) and their regular wage. Temporary/Casual employees (employees working less than 20 hours per week) shall be granted a leave of absence without pay.

#### **Section 6. Unpaid Leave:**

Employees shall not be allowed the use of unpaid leave for any purpose unless they meet the requirements for unpaid medical leave as listed above or unless an emergency occurs. An employee who has exhausted all of their paid personal/vacation leave experiencing an emergency situation, must receive authorization from both their immediate supervisor and the Director of Human Resources before taking such leave.

#### **Section 7. Workers' Compensation:**

Upon request of an employee who is absent from work as a result of a compensable injury, while working for the school district, under the provisions of the Workers' Compensation Act, the school district will 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 and/or vacation pay. This paragraph may be effectuated on the delivery by the school district to the employee of a paycheck for said employee's regular rate of pay during the affected period when and after the employee endorses has said amount of workers' compensation check deducted from gross wages on paycheck.

Subd. 1. Supplements to Workers' Compensation: A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the prorated portions of days of sick leave or vacation time which is used to supplement the workers' compensation.

Subd. 2. Maximum Pay: In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

### **ARTICLE VIII – EMERGENCY CLOSING**

#### **Section 1. Student Contact Employees:**

Student contact employees such as Interpreters, Safety Specialists, or LPN's, may, at the discretion of their immediate supervisor, attend the workshops at the beginning of the school year and designate (or bank) those work hours as Emergency Closing time to be used in the event an emergency day is called by the Superintendent. These employees shall adhere to the following language with regard to emergency school closings:

Subd. 1 Full Day Closing: In the event of an emergency day called by the Superintendent, employees may be directed by their supervisor not to work. In those cases, the employee will be required to designate the day as an emergency closing day, personal leave day, vacation day, or sick leave day.

Subd. 2. Late Starts: In the event of a late start the employees may be directed by their supervisor not to report to work until the later start time. In those cases, the employee will be required to designate the late start as emergency closing time, personal leave, vacation leave, or sick leave.

Subd 3. Early Release: If school has already started for the day and subsequently has to be suspended due to weather or other emergencies, employees may leave at the discretion of their administrative supervisor and shall be paid for their assigned day. An employee must be working at the time school is suspended in order to be paid for the day.

## **Section 2. Non-Student Contact or Flexible Schedule Employees:**

Non-student contact employees such as District Office staff and student contact employees with flexible schedules such as Miller Mentoring employees shall adhere to the following language with regard to emergency school closings:

Subd. 1. Full Day Closing: In the event of an emergency called by the Superintendent, non-student contact employees are expected to report to work. At the employee's discretion, with approval from their immediate supervisor, the employee may use vacation time or personal leave. The supervisor, at his/her discretion, may allow the employee to make up work time within the parameters of Fair Labor Standards. In the event an employee has requested use of a leave day, prior to the emergency closing announcement, the leave day shall still be used.

Subd. 2. Late Start: In the event of a late start, non-student contact employees are expected to report to work. At the employee's discretion, with approval from their immediate supervisor, the employee may use vacation time or personal leave at his/her discretion. The supervisor, at his/her discretion, may allow the employee to make up work time within the parameters of Fair Labor Standards. In the event an employee has requested use of a leave day, prior to the emergency closing announcement, the leave day shall still be used.

Subd. 3. Early Release: If school has already started for the day and subsequently has to be suspended due to weather or other emergencies, employees may leave at the discretion of their immediate supervisor and may use vacation time or personal leave at his/her discretion.

## **ARTICLE IX – COMPENSATORY TIME**

### **Section 1. Non-Exempt Employees:**

Employees who must be paid overtime for hours worked beyond 40 in a week, or Non-Exempt Employees, comp time may be banked, to a maximum of 40 hours, if mutually agreed to by the employee and the supervisor. If comp time is banked, it must be banked at time and one half, i.e., two hours of overtime would result in three hours of comp time.

### **Section 2. Exempt Employees:**

Employees who are designated as meeting the requirements to be exempt from overtime regulations, such as supervisors or coordinators, are not entitled to compensatory time or overtime pay. There may be occasions when the supervisor will allow a "flexed" schedule to recognize unusual workloads, schedules, or time requirements.

Subd. 1: All compensatory time must be approved in advance by the supervisor. It is not acceptable for an employee to “bank” comp time without the supervisor’s knowledge and approval.

Subd. 2: The determination as to whether a position is exempt or non-exempt shall be made by the Director of Human Resources.

## **ARTICLE X – BREAKS**

### **Section 1. Lunch Period:**

Employees scheduled to work at least 7 hours per day shall be provided an unpaid duty free lunch period of at least thirty minutes. Employees scheduled to work less than seven hours per day may or may not have a thirty-minute duty free lunch, as determined by their supervisor.

### **Section 2. Rest Periods:**

Employees who work 8 hours per day are allowed two (2) fifteen-minute rest periods during their work day. Employees who work at least 4 hours per day but less than eight hours per day are allowed one fifteen-minute rest period per day. Rest periods are paid time; as such the employee should generally remain on site. Employees may, with approval of their supervisor, leave the work site during their rest period. Employees may not forgo a rest period to use the equivalent time to arrive late or to leave their place of employment earlier than the normal time prescribed as the work day. Rest periods may not be used to extend unpaid lunch periods. If the level of work activity necessitates an employee to miss a rest period, the employee is not owed additional compensation or time off.

## **ARTICLE XI – MISCELLANEOUS**

### **Section 1. Travel and Expense Stipend:**

The district will pay any employee who is designated by the board as the “Deputy Board Clerk” and is required to attend a regularly scheduled board meeting to perform clerk duties a stipend of \$10 per regular board meeting to cover mileage, travel, and other miscellaneous expenses incurred.

### **Section 2. Uniform Allowance:**

Uniform and shoe allowance is to be paid to each kitchen manager upon presentation of proof of purchase for all employees. The annual uniform and shoe allowance will be \$125. Receipt must be furnished to verify purchase.

### **Section 3. Certification:**

Custodial Supervisor’s holding a Chief’s Boilers license certification shall be entitled to a monthly stipend of \$150.00. Certification must be active and kept current in order to be eligible for the stipend.

### **Section 4. Employee Assistance Plan (EAP):**

The district is interested in the physical, emotional, and mental health of all employees. Employees who feel the need for assessment for emotional or chemical problems can self-refer to a service provider recognized by the district for up to three (3) hours of assessment. The district will pay for this assessment service on an anonymous basis, that is, without knowing who the self-referred employee is. This assessment provision is



independent of health insurance and is available to all employees, whether or not they are eligible for health insurance.

The Department of Human Resources will, on a confidential basis, assist any employee wishing to find out more about the district's employee assistance plan. In situations where emotional or chemical problems have a direct and identifiable impact on performance, supervisors may suggest, or make an EAP referral. If assessment indicates that treatment is necessary, employees eligible for and participating in the health insurance program have specified coverages. Please refer to your individual policy.

### **Section 5. Safety Training:**

Safety training, relative to each position will be provided to employees. All employees will be provided "Right to Know" training. This program identifies potential chemical and other hazards in the workplace, and emphasizes preventive strategies.

Employees who have the potential of a significant likelihood of becoming exposed to blood or other body fluids will be given formal bloodborne pathogen training and be offered the Hepatitis B vaccination series.

All other employees will receive information on bloodborne pathogens. Employees who feel they have significant exposure, but have not been identified for the more formal training, may nominate themselves by contacting the Human Resources Department. Each building has an Exposure Control Plan in the building office.

### **Section 6. Probationary Period:**

Employees are subject to a probationary period for the first twelve (12) months of their employment and may be dismissed at any time within this period without any notice. After the successful completion of the probationary term of employment, an Employee will be given one week notice before separation from employment by the Employer for any reason, except in cases where due cause may justify immediate separation.

### **Section 7. Wages:**

Wages will be in accordance with a wage schedule approved by the school board. Employees shall be eligible for one step advancement on July 1<sup>st</sup> of each year. Any eligible steps or salary increases will not be issued until the school board has taken action on proposed salary schedule changes. Steps may be withheld for documented cause at the discretion of the administrative supervisor and the Director of Human Resources. Career Increment: Beginning July 1, 2020, employees with a minimum of eleven years of service in the district and at the top step, that are paid for a minimum of 200 days (including holidays) and 1,400 hours annually are eligible for an annual career increment of up to \$1,000, prorated based on the scheduled annual hours divided by 2,048. Employees with a minimum of 15 years of service in the district and at the top step, that are paid for a minimum of 200 days (including holidays) and 1,400 hours annually are eligible for a career increment of up to \$1,500, prorated based on the scheduled annual hours divided by 2,048.

**APPENDIX A – SALARY SCHEDULES FOR OFFICE AND TECHNICAL EMPLOYEES**

**2020-2021 Fiscal Year**

**Non-Exempt Hourly Rates of Pay**

<b>POSITION</b>	<b>STEP III</b>	<b>STEP IV</b>	<b>STEP V</b>	<b>STEP VI</b>	<b>STEP VII</b>	<b>STEP VIII</b>	<b>STEP IX</b>	<b>STEP X</b>	<b>STEP XI</b>
Print Operator I	\$ 11.47	\$ 11.98	\$ 12.56	\$ 13.14	\$ 13.76	\$ 14.41	\$ 14.82	\$ 15.63	\$ 15.77
School Nutrition Driver I	\$ 13.27	\$ 13.88	\$ 14.55	\$ 15.25	\$ 15.96	\$ 16.44	\$ 17.20	\$ 18.02	\$ 18.20
School Nutrition Driver II	\$ 16.39	\$ 16.79	\$ 17.19	\$ 18.22	\$ 18.69	\$ 19.15	\$ 19.78	\$ 20.06	\$ 20.47
EL Language Interpreter	\$ 16.31	\$ 17.06	\$ 17.86	\$ 18.70	\$ 19.59	\$ 20.51	\$ 21.13	\$ 21.91	\$ 22.12
IS Specialist, Safety Specialist, Payroll Assistant, Auditorium Mgr, A/P Clerk, Bookkeeper I, LPN	\$ 17.89	\$ 18.55	\$ 19.38	\$ 20.26	\$ 21.26	\$ 22.27	\$ 22.93	\$ 23.72	\$ 24.24
Admin. Assist. to HR/SPED/Community Ed., Bookkeeper II	\$ 20.33	\$ 21.29	\$ 22.29	\$ 23.34	\$ 24.46	\$ 25.62	\$ 26.35	\$ 27.43	\$ 27.71
Admin. Assist. to Superintendent, Transportation Specialist	\$ 23.33	\$ 24.45	\$ 25.60	\$ 26.82	\$ 28.07	\$ 29.38	\$ 30.27	\$ 31.06	\$ 31.38

**Exempt Daily Rates of Pay**

<b>POSITION</b>	<b>STEP IV</b>	<b>STEP V</b>	<b>STEP VI</b>	<b>STEP VII</b>	<b>STEP VIII</b>	<b>STEP IX</b>	<b>STEP X</b>	<b>STEP XI</b>
WMS Nutrition Manager			\$ 195.72	\$ 201.07	\$ 206.43	\$ 213.10	\$ 219.50	\$ 221.70
WSHS Nutrition Manager		\$ 201.07	\$ 206.43	\$ 212.23	\$ 218.22	\$ 226.06	\$ 232.83	\$ 235.16
IS Operations, IS Specialist II, Payroll & Benefits Coordinator, Accounting Coordinator, Custodial Supervisor, Data and Assessment Coordinator	\$ 200.55	\$ 209.99	\$ 219.91	\$ 230.27	\$ 241.14	\$ 251.98	\$ 259.52	\$ 262.11
Communications Coordinator	\$ 212.03	\$ 222.01	\$ 232.46	\$ 243.43	\$ 254.89	\$ 266.35	\$ 274.36	\$ 277.10

**APPENDIX B – SALARY SCHEDULES FOR COMMUNITY EDUCATION  
EMPLOYEES**

**2020-2021 Fiscal Year**

<b>STEP</b>	<b>Key Kids Program Assistant</b>	<b>1:1 Staff/ Tutor/ Camp Lead</b>	<b>Key Kids Lead Staff</b>	<b>ASA Coach/ Instructor/ Enrichment Instructor</b>	<b>Adult Literacy Instructor/ Licensed Instructor</b>	<b>Coordinator Rate (Non-Exempt)</b>	<b>Coordinator Rate (Exempt)</b>
II	\$11.14	\$12.01	\$12.70	\$14.10	\$18.66	\$24.47	\$195.72
III	\$11.72	\$12.53	\$13.20	\$14.78	\$19.12	\$25.08	\$200.62
IV	\$12.30	\$13.05	\$13.76	\$15.45	\$19.64	\$25.72	\$205.75
V	\$12.92	\$13.59	\$14.32	\$16.13	\$20.12	\$26.35	\$210.79
VI	\$13.50	\$14.15	\$14.92	\$16.80	\$20.66	\$27.02	\$216.21
VII	\$14.07	\$14.75	\$15.55	\$17.49	\$21.18	\$27.73	\$221.88
VIII	\$14.42	\$15.34	\$16.21	\$18.14	\$21.72	\$28.44	\$227.57
IX	\$15.21	\$16.13	\$16.88	\$18.82	\$22.27	\$29.20	\$233.55
X	\$15.36	\$16.29	\$17.29	\$19.49	\$22.83	\$29.91	\$239.23
XI			\$18.06	\$20.15	\$23.06	\$31.41	\$251.27
XII			\$18.24	\$20.35		\$32.97	\$263.76
XIII						\$33.30	\$266.39

*Note: An employee that has worked a partial year must be employed by the district for a minimum of six months during any fiscal year in order to have that time considered a year of service for step placement. Coaches/Instructors must be employed by the district for a minimum of two sessions per school year in order to have that time considered a year of service.*

**APPENDIX C – SALARY SCHEDULES FOR MILLER MENTORING  
EMPLOYEES**

**2020-2021 Fiscal Year**

	<b>Mentor Assistant, Tutor</b>	<b>Building Coordinator</b>	<b>Program Manager</b>
<b>STEP</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>
II	\$12.61	\$19.59	\$205.50
III	\$13.15	\$20.08	\$210.65
IV	\$13.71	\$20.62	\$216.04
V	\$14.27	\$21.13	\$221.33
VI	\$14.86	\$21.69	\$227.02
VII	\$15.49	\$22.24	\$232.98
VIII	\$16.11	\$22.80	\$238.95
IX	\$16.94	\$23.39	\$245.22
X	\$17.10	\$23.97	\$251.19
XI		\$24.21	\$263.83
XII			\$276.95
XIII			\$279.71

Date Approved by the School Board: June 18, 2020