

# **WINONA AREA PUBLIC SCHOOLS**

**INDEPENDENT SCHOOL DISTRICT 861**

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## **Personnel Policies for Directors**

**Effective July 1, 2021**



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



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**WINONA AREA PUBLIC SCHOOLS  
PERSONNEL POLICIES AND PROCEDURES  
FOR DIRECTORS  
EFFECTIVE JULY 1, 2021**

**ARTICLE I – DEFINITION OF POLICY**

**Section 1. Employees Covered:**

This policy is established to set forth the terms and conditions of employment for the following positions: Director of Human Resources, Director of Learning and Teaching, Director of Finance, Director of Special Education, Director of Information Systems, and Director of Community Education.

**Section 2. Policy Term and Recognition:**

This policy shall be effective on January 1, 2011 and shall remain in effect until modified by the Winona Public School Board. 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. Any and all benefits described in this policy may be altered by individual employment contracts. In such cases where an individual employment contract and this policy differ, the individual employment contract shall supersede.

**ARTICLE II – DEFINITION OF EMPLOYMENT STATUS**

**Section 1. Full Time Employee:**

Directors employed annually for a number of days equal to or greater than the number of teacher contract days shall be considered full time.

**Section 2. Fractional Time Employee:**

Directors employed annually for a number of days less than the number of teacher contract days shall be considered fractional time.

**ARTICLE III – IMPROVEMENT OF TECHNOLOGY AND PROFESSIONAL SKILL**

The School Board shall expect the Directors to be up-to-date on the knowledge and technology of the professions.

**Section 1. Local, State and National Meetings:**

The School Board will provide time and funds for directors to attend the appropriate local, state, and national meetings and workshops of their associations and other agencies and groups in accordance with established policy and within the budget limitations.

**Section 2. Administrative Workshop:**

The School District will arrange for an administrative workshop each fall approximately two weeks before the opening of the school year with the expenses paid by the district.

**ARTICLE IV – REIMBURSEMENT FOR EXPENSES**

It shall be necessary for directors to travel on occasion. Reimbursement will be made by the School District for such authorized travel as follows:

**Section 1. Out of District Travel:**

The mileage reimbursement rate is established by the School Board and generally is set at the rate allowable by the IRS. Mileage, hotel reservations, commercial transportation, and meals shall be paid for and/or reimbursed in accordance with the Staff Development policy and Expense and Travel Reimbursement Guidelines.

**Section 2. In-District Travel:**

Director’s salaries have been adjusted to provide for in-district travel. No reimbursement shall be made for in district travel.

**Section 3. Professional Improvement:**

Professional improvement is encouraged by the district. The district will make funding available for professional improvement activities that are beneficial to the accomplishment of the specific responsibilities of the director. The district may also pay the dues of one state professional organization and its national affiliate. All allocation of these funds will receive prior approval from the Superintendent.

**ARTICLE V – COMPENSATION AND WORK DAYS**

**Section 1. The Duty Year:**

The duty year shall be for the entire 12-month year as provided herein, however, full time status is equal to the number of days in the teacher contract (currently 184), up to 260 days. Directors shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. Directors shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

**Section 2. Work Days/Calendar:**

The scheduled work days for any director may be prorated at the discretion of the Superintendent and the School Board. Directors will have a mutually agreed upon calendar of work days as approved by the Superintendent at the beginning of each fiscal year. Deviations from this approved calendar will need further approval from the Superintendent.

**Section 3. Holidays:**

Directors shall have the following paid holidays: July 3<sup>rd</sup>, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year’s Eve, New

Year's Day, Good Friday, and Memorial Day. Alternate days shall be designated for any holiday that falls on a weekend.

**Section 4. Employment Beyond the Employment Agreement:**

When a director is employed in a mutually agreed-to administrative capacity beyond his/her employment agreement, compensation for such duties will be computed at a prorated daily rate.

**Section 5. Strikes or Work Stoppages:**

Employees covered by this policy, in the event of a strike or work stoppage by other groups of district employees, will consider themselves on duty for the purpose of carrying out board policy and insuring the safety of personnel and property. In no event will the compensation for directors be halted or suspended due to strikes or work stoppages of other district employees.

**ARTICLE VI – LEAVES OF ABSENCE**

**Section 1. Medical Leave:**

Directors who are employed at least 230 days shall receive fifteen (15) days of medical leave per year accumulating to two-hundred thirty (230) days. Directors who are employed for less than 230 days annually shall receive a prorated amount of medical leave days based on the number of days in their employment agreement.

Subd. 1. Personal Illness/Injury: Accumulated medical leave may be used if the absence is due to personal illness, injury, quarantine, medical/dental appointments or disability resulting from pregnancy, termination of pregnancy, or child birth.

Subd. 2. 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 attention with the child is necessary, on the same terms as medical leave for the employee.

Subd. 3. Family Illness or Injury: An employee may use eight medical leave days for family illness or for the fulfillment of her/his responsibilities as the medical power of attorney for a family or non-family member. 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. In addition, employees who have worked 12 months or more for the district can use up to 20 days per year of the employees' personally accumulated medical leave for the care of relatives or for "safety leave", in accordance with Minnesota Statutes 181.9413 for an adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. For the purpose of this section "safety leave" is for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

Subd. 4. 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.

In administering the medical leave policy, the district will follow all state laws in effect and applicable at the time.

**Section 2. Vacation:**

Directors who have an employment agreement of at least 251 days shall receive twenty-five (25) days of vacation. Directors who have an employment agreement for less than 251 days annually shall receive a prorated amount of vacation based on the number of days in their employment agreement. (Note: Employment agreement days include paid holidays.)

Unused vacation, up to the director's annual accrual, may be carried over to the following year, but must be taken within twelve months after the end of the fiscal year in which it is earned. The employee shall forfeit any unused vacation days in excess of the allowable carryover. Upon termination of employment, Directors shall be entitled to full payment for any unused vacation days accrued pursuant to the provisions of this paragraph at the Directors regular daily rate of pay at the time of termination of employment.

**Section 3. Bereavement Leave:**

Full pay for absence not to exceed five (5) days shall be granted to all upon the death of an immediate family and for a friend or colleague. Immediate family is defined as mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-

in-law, niece, nephew, aunt, uncle, grandparents, and grandchildren. The same application shall be made to the spouse's relatives as they may apply. Additional bereavement leave may be granted at the discretion of the superintendent.

**Section 4. Leaves Without Pay:**

1. Leaves of absence without pay may be granted at the discretion of the School Board.
2. A director on leave without pay may continue coverage in the district insurance programs by paying to the district the full premiums at existing rates.
3. Sick leave accumulated prior to the leave of absence shall be retained.

**Section 5. Jury Duty:**

If a director is absent because of jury service, the director will receive regular salary from the School District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be receipted to the School District.

**ARTICLE VII – INSURANCE**

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

**Section 1. Liability Insurance:**

Each director shall be covered under the district's professional liability insurance policy. The district shall also provide and pay for a policy of insurance which will cover the director for bodily injury and personal injury liability. The district shall also provide and pay for other liability coverage to directors as defined in the district school board liability insurance policy. All of the aforementioned coverages shall be in at least the sum of \$1,000,000.00.

**Section 2. Indemnification:**

In the event that an action is brought or a claim is made against a director arising out of or in connection with his/her employment, and the Director is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

**Section 3. Health and Hospitalization:**

**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 premium for individual coverage for each director of the district who qualifies for and is enrolled in a district 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 director and paid for by payroll deduction. If the School District Contribution exceeds the premium cost, no reimbursement will be made to the employee. Employees shall have the option to choose any one of the district's plans.



Each director participating in the districts High-Deductible Plan (HDP) will establish a qualifying Health Savings Account (HSA). The district will deposit the full single coverage annual deductible, not to exceed the IRS Contribution limit, into the employee's HSA at the beginning of the insurance plan year for each director of the district who qualifies for and is enrolled in a district group single coverage health and hospitalization insurance plan.

Subd. 2. Family Coverage for Full-Time Employees: Beginning January 1, 2021, the district shall contribute an annual maximum of \$15,000 toward the insurance premium for family coverage for each director of the district that qualifies for and is enrolled in a district group family coverage health and hospitalization plan. 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. Any additional cost of the premium shall be borne by the director and paid for by payroll deduction. If the School District Contribution exceeds the premium cost, no reimbursement will be made to the employee. Employees shall have the option to choose any one of the district's plans.

Each director participating in the districts 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 director's HSA at the beginning of the insurance plan year for each director of the district who qualifies for and is enrolled in a district group family coverage health and hospitalization plan.

Directors employed for less than 235 days annually shall receive a prorated contribution toward their insurance benefits. Fractional time employees employed for 60% of full employment receive a prorated contribution toward their insurance benefits.

Subd. 3. Disabled Employees: The district will continue to make health and accident insurance available for any disabled employee to age 65 or until he/she qualifies for TRA/PERA, disability, social security or Medicare.

**Section 4. Term Life Insurance:**

The School District shall pay the full premium for a \$100,000 life policy upon which the amount over \$50,000 will be subject to social security and medical taxes based on the current IRS tax table. Each member shall have the right to purchase up to an additional \$40,000 of term life insurance under this policy at the member's own expense.

**Section 5. Conversion:**

To the extent that the plan entered by the School District so provides, a director leaving the employment of the district may convert any insurance of this section to individual coverage.

**Section 6. Long Term Disability:**

The School District will provide an income protection insurance policy that will pay the director 2/3 of his/her salary with a maximum of \$4,000 per month to age 65 and after a 120 calendar day waiting period.

**Section 7. 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 administrator employed by the School District 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.

<b>Days</b>	<b>Percent Contribution</b>
156 to 180	40 <i>or minimally the cost of single coverage</i>
180 to 189	60
190 to 229	75
230 to 239	85
240 to 260	100

**Section 8. Coverage:**

Employees covered under this policy who terminate employment with the district at the end of their fiscal year shall be covered by the insurance in this article and the district will continue its contribution toward the premium until September 1 of the year that the employee leaves.

**ARTICLE VIII – TERMINATION OF EMPLOYMENT**

**Section 1. Termination Notice:**

A director may be terminated at the conclusion of any fiscal year. The district will make every effort to give proper written notice of proposed termination of employment at least 60 days prior to the conclusion of the fiscal year. Termination of employment will be subject to final School Board approval.

**Section 2. Termination for Cause:**

A director’s employment may be terminated at any time for cause as defined in School Board Policy 403 and/or as defined in M.S. 122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable.

**ARTICLE IX – DEFERRED COMPENSATION MATCHING PLAN**

As authorized under the State Deferred Compensation Legislation (Minnesota Statutes 356.24), the district will match contributions to an eligible 457 or 403b or 401(a) plan or plans, or combination thereof, up to \$3,000 annually, after successfully completing a one-year probationary period, to a lifetime maximum of \$40,000 of contributions on the part of the district.

## **ARTICLE X – SEVERANCE**

### **Section 1. Severance Eligibility:**

A director is eligible for severance pay following ten years of employment and when his/her resignation has been accepted by the School Board. Severance shall not be granted to a director that has been terminated pursuant to cause as defined in M.S. 122A.40, Subds. 9 or 13.

### **Section 2. Severance Calculation:**

Severance pay shall accumulate at the rate of eight days per year, based on initial employment with the district, to a maximum of one hundred thirty (130) days. The severance rate of pay is the daily rate of pay at the time of resignation. The severance pay shall be determined by multiplying the accumulated severance days by the severance pay rate.

### **Section 3. Health Care Account:**

Severance pay shall be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The severance will be placed in the director's account within 90 days of submission of the written request for retirement or resignation.

## **ARTICLE XI - RETIREMENT**

### **Section 1. Eligibility:**

Full-time directors who are at least 55 before September 1 and have worked a minimum of 15 years for the district, shall be eligible for retirement pay upon submission of written request for retirement accepted by the School Board.

### **Section 2. Retirement Pay:**

Qualified directors shall receive retirement pay of 10% of their last fiscal year salary and \$10 for each day of unused sick leave. The retiree will receive direct payment from the school district for retirement pay unless the employee elects to have retirement pay distributed to a 403(b) or 457 account. If the employee elects the 403(b) or 457 distributions, the district shall make one payment on or about January 15 of the year immediately following the retirement, unless the amount exceeds the allowable maximum contribution level, in which case the remainder of the payment will be made the following January 15<sup>th</sup>.

### **Section 3. Death of Employee:**

In the event of death to a director the following benefits will go to her/his surviving spouse.

1. In the event of death to a director who has retired and who has not collected all of her/his retirement monies, any remaining money shall be paid to the spouse, beneficiaries or the deceased's estate in a lump sum.

## **ARTICLE XII – RATES OF PAY**

### **Section 1. 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 Superintendent.

**Section 2. Career Increment:**

Beginning with the 6<sup>th</sup> year of employment classified under this personnel policy, a director shall receive a career increment of \$2,500, prorated based on the number of days in their employment agreement. Proration will be based on the annual days in the employment agreement divided into the annual number of full-time work days for the fiscal year (ex. FY 2021 has 255 annual work days).

**APPENDIX A – SALARY SCHEDULES**

**2021-2022 Fiscal Year**

<b>DIRECTOR</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>
Information Systems	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>
	\$ 334.09	\$ 349.60	\$ 365.78	\$ 382.70	\$ 400.44	\$ 418.18	\$ 430.55	\$ 434.86
Community Education Finance Human Resources Learning and Teaching Special Education	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>
	\$ 388.61	\$ 406.65	\$ 425.49	\$ 445.27	\$ 465.96	\$ 486.64	\$ 501.06	\$ 506.08