

WINONA AREA PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT 861

Personnel Policies for Non-Affiliated Managers

Effective July 1, 2021



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**WINONA AREA PUBLIC SCHOOLS
PERSONNEL POLICIES AND PROCEDURES
FOR NON-AFFILIATED MANAGERS
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 Activities and Transportation, Director of Building and Grounds, and Director School Nutrition.

Section 2. Policy Term and Recognition:

This policy shall be effective on July 1, 2021 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:

Managers 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:

Managers 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 Managers 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 managers 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 managers 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:

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

Section 3. National/State Dues and 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 manager. 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. Managers shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. Managers 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 manager may be prorated at the discretion of the Superintendent and the School Board. Managers 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:

Managers regularly scheduled to work a minimum of 3 days per week for twelve months, or a minimum of 156 days per year, shall have the following paid holidays, provided they would normally be on duty during the week the holiday(s) occurs: July 3rd, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day

Section 4. Employment Beyond the Employment Agreement:

When a manager is employed in a mutually agreed-to administrative capacity beyond his/her employment agreement year, 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 managers be halted or suspended due to strikes or work stoppages of other district employees.

ARTICLE VI – INSURANCE BENEFITS

Section 1. Definition of Benefit Contribution:

For the purpose of health and hospitalization, dental insurance, long-term disability insurance and life insurance, a full-time manager shall be defined as one who is employed for 5 days per week during the school year **and** works a minimum of 175 days during the school year, not including holidays. Fractional time employees working at least 3 days per week (60 %) during the school year shall receive a prorated contribution toward their insurance benefits.

Section 2. 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 an 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.

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 3. 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.

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

Subd. 3. Part Time Employees: Fractional time employees employed for at least 60% during the school year receive 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 4. Life Insurance:

The district will provide \$100,000 of term life insurance to employees scheduled to work a minimum of 60% during the school year.

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

Section 5. Long-Term Disability (LTD):

Subd. 1. Full Time Employees: Long-term disability coverage is provided by the district. 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 60% during the school year shall be eligible for long term disability coverage.

Section 6. 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 child care 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 VII – 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 number 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 districts 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.

Section 5:

A retirement incentive will not be paid to any manager 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 268.06, Subd. 25, 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 403b 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 1st. Upon retirement the cumulative amount of the deposits made for the employees into the account will be subtracted from \$40,000 retirement incentive.

ARTICLE VIII – 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 PERA, shall be eligible for severance pay upon submission of a written resignation accepted by the school board. Qualified employees shall receive severance equal to \$40.00 per day for 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 managers 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 403b dollars paid by the district over the employee's employment unless such a reduction has been made to the retirement benefit.

ARTICLE IX – DEFFERED COMPENSATION MATCHING PLAN

Upon completion of one year of employment 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. Full-Time employees scheduled to work a period of days equal or greater than the number of annual student days will be eligible for a match in the amount of \$2,000 annually, not to exceed a lifetime amount of \$40,000.

If an employee is eligible for retirement or severance under this policy, the retirement incentive or severance owed to said employee shall be reduced by the amount of matching dollars paid by the district to the employee over her or his career.

ARTICLE X – LEAVES OF ABSENCE

Section 1. Medical Leave:

Full-Time Employees: Employees scheduled for at least 254 days annually shall earn 15 days of medical leave per year, cumulative to 230 days.

Part-Time Employees: Other employees regularly scheduled for a minimum of 50% during the school year or an annual total of at least 115 days shall be eligible for prorated medical leave benefits.

Prorated benefits will be calculated based on the expected number of days paid annually, i.e. if an employee works 130 days per year they will receive a benefit equal to 50% or 7.5 days of medical leave per year.

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.

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.

Medical Leave Incentive: If an employee uses two days or less, per fiscal year, of sick leave, she/he will receive a day of compensatory time in the next fiscal year. Employee who resign from the district and have earned this day shall be paid for the day on the final pay check.

Section 2. Vacation Leave:

Managers in their first five years of employment shall earn 20 days of vacation annually, granted on July 1st of each year, prorated for employees scheduled to work less than 254 days annually.

Beginning with their sixth year of employment managers shall earn 25 days of vacation annually, granted on July 1st of each year, prorated for employees scheduled to work less than 254 days annually.

For purposes of determining when a manager 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. The employee shall forfeit any unused vacation days in excess of the allowable carryover.

Section 3. Bereavement Leave:

Managers regularly scheduled to work 3 days per week or more during the school year may have up to five (5) days of paid leave upon the death of an immediate family member, 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 days may be granted in special situations at the discretion of the superintendent.

Section 4. Jury Duty:

Managers regularly scheduled to work 3 days 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.

Section 5. Unpaid Leave:

Unpaid leave may be granted at the discretion of the superintendent. A manager on leave without pay may continue coverage in the district insurance programs by paying to the district the full premiums at existing rates. Medical leave accumulated prior to the leave of absence shall be retained.

ARTICLE XI – MISCELLANEOUS

Section 1. Emergency School Closings:

In the event of an emergency day or late start, the employee may work, use vacation time, or make the time up, at his/her discretion.

Section 2. 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 3. 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.

Section 4. 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 1st 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: Employees with a minimum of eleven years of service in the district, that work a minimum of 200 days (including holidays) are eligible for an annual career increment of \$2,000, prorated based on the number of days in the employment agreement.

APPENDIX A – SALARY SCHEDULE

2021-2022 Fiscal Year

DIRECTOR	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX	STEP X	STEP XI
Building and Grounds School Nutrition	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>
	\$ 295.20	\$ 308.71	\$ 322.84	\$ 337.66	\$ 353.13	\$ 368.62	\$ 379.41	\$ 383.20
Activities/Transportation	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>	<i>Daily</i>
	\$ 334.10	\$ 349.60	\$ 365.78	\$ 382.70	\$ 400.43	\$ 418.18	\$ 430.55	\$ 434.86