

INDEPENDENT SCHOOL DISTRICT 719



**PRIOR LAKE-SAVAGE**  
AREA SCHOOLS

**CUSTODIANS and MAINTENANCE**

TERMS AND CONDITIONS OF EMPLOYMENT

JULY 1, 2022 - JUNE 30, 2024

This document is a statement of terms and conditions of employment. It is not to be construed as an employment contract.

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## **BASIC SERVICES**

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in these personnel terms and conditions or in a general job description, abide by the rules, regulations and policies as established by the School Board and the Minnesota Department of Education, and any additions or amendments thereto, for the pay indicated in these personnel terms and conditions.

## **ARTICLE I PURPOSE**

Section 1. Purpose: The purpose of this document is to define the salary, fringe benefits and conditions of employment for custodial employees and maintenance employees for July 1, 2022 through June 30, 2024. The term employee shall mean all custodial and maintenance employees of ISD 719.

## **ARTICLE II SCOPE**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean policies of the school district.

## **ARTICLE III PERIOD OF AGREEMENT**

Section 1. Length of Agreement: The terms herein stated shall be for the period beginning July 1, 2022 and ending June 30, 2024.

Section 2. Retroactive Provision: This agreement is retroactive to July 1, 2022 unless specific provisions are made to the contrary.

## **ARTICLE IV FINANCIAL CONSIDERATIONS**

Section 1. Salary Schedule Definitions:

Category A means salary schedule placement for the following:

- Custodian

Category B means salary schedule placement for the following:

- Night Lead Custodian
- Delivery Warehouse

Category C means salary schedule placement for the following:

- Building Engineer (Elementary and Middle School)
- Inside Maintenance Technician
- Outside Maintenance Technician

Category D means salary schedule placement for the following:

- Lead Custodian, Elementary
- Building Engineer (High School)

Category E means salary schedule placement for the following:

- Lead Custodian, Secondary (Middle School)
- Certified Outside Maintenance Technician
- Certified Inside Maintenance Technician (Elementary and Middle School)

Category F means salary schedule placement for the following:

- Lead Custodian, Secondary (High School)
- Certified Inside Maintenance Technician (High School)

Category G means salary schedule placement for the following:

- Lead Outside Maintenance Technician
- Lead Inside Maintenance Technician

**2022-23**

Steps	Category A	Category B	Category C	Category D	Category E	Category F	Category G
1	\$44,025	\$50,283	\$50,406	\$54,298	\$55,607	\$59,368	\$62,717
2	\$44,316	\$50,614	\$50,739	\$54,656	\$55,975	\$59,760	\$63,131
3	\$44,609	\$50,949	\$51,073	\$55,017	\$56,344	\$60,155	\$63,547
4	\$44,902	\$51,286	\$51,411	\$55,380	\$56,716	\$61,321	\$63,966
5	\$45,199	\$51,623	\$51,751	\$55,745	\$57,090	\$61,893	\$64,389
6	\$45,497	\$51,964	\$52,091	\$56,113	\$57,467	\$61,894	\$64,814
7	\$45,798	\$52,308	\$52,436	\$56,484	\$57,846	\$61,895	\$65,244

**2023-2024**

Steps	Category A	Category B	Category C	Category D	Category E	Category F	Category G
1	\$44,906	\$51,289	\$51,414	\$55,384	\$56,719	\$60,555	\$63,971
2	\$45,202	\$51,627	\$51,754	\$55,749	\$57,094	\$60,955	\$64,393
3	\$45,501	\$51,968	\$52,095	\$56,117	\$57,471	\$61,358	\$64,818
4	\$45,800	\$52,311	\$52,439	\$56,487	\$57,850	\$61,762	\$65,246
5	\$46,103	\$52,656	\$52,786	\$56,860	\$58,232	\$62,170	\$65,676
6	\$46,407	\$53,003	\$53,133	\$57,236	\$58,616	\$62,580	\$66,110
7	\$46,714	\$53,354	\$53,485	\$57,613	\$59,003	\$62,993	\$66,549

Overnight hour stipend: \$0.25/hr to work between midnight and 5:30 AM at the direction of Operations Administration.

Section 2. Base Salary: Employees hired between July 1 and December 31 shall be considered employed for one year immediately on the following July 1. Employees hired between January 1 and June 30 shall not be considered employed for one year until the second following July 1.

Section 3. Step Advancement: Step advancement is not automatic and is subject to satisfactory employee performance as determined by the Director of Operations and Transportation. Initial placement of new employees will be determined by the executive director of administrative services, in consultation with the Director of Operations and Transportation.

Section 4. Probationary Period: All employees will serve a probationary period of 12 continuous months, during which time the school district has the full authority to terminate employment based on its assessment of the probationary employee's job performance.

Section 5. Lead Stipend: Upon approval of the Director of Operations and Transportation, building leads will receive a \$150.00 stipend per contract year. The stipend is to compensate leads for the requirement to respond to urgent communications after work hours.

## **ARTICLE V HOLIDAYS AND VACATIONS**

Section 1. Holidays: Employees shall be granted paid 12 holidays as designated by the School District.

### Section 2. Paid Vacations:

Subd. 1. Full Year Employment: Vacations shall accrue on July 1 of each year, are non-cumulative from year to year. Employees hired before July 1, 2018 shall earn vacation based on the following schedule:

- |  |                 |
|--|-----------------|
| a. First four (4) years of employment:               | Two (2) weeks   |
| b. Five (5) through nine (9) years of employment:    | Three (3) weeks |
| c. Ten (10) through twenty (20) years of employment: | Four (4) weeks  |
| d. After twenty (20) years of employment:            | Five (5) weeks  |

Employees hired on or after July 1, 2018 shall earn vacation based on the following schedule:

- |  |                 |
|--|-----------------|
| a. First nine (9) years of employment:   | Three (3) weeks |
| b. Ten (10) years or more of employment: | Four (4) weeks  |

Subd. 2. Partial Year Employment: All full-time custodial employees who commence work after July 1 of any given year shall be provided with vacation based upon the percent of the work year employed.

Subd. 3. Increments: All vacation will be accounted for on an hourly basis in increments of one (1) hour (rounded up to the nearest one (1) hour increment).

Subd. 4. Time of Vacations: All vacation requests are subject to approval by the Director of Operations and Transportation.

Subd. 5. Notice: Request for vacation must be made to the supervisor and entered into the district directed absence program at least forty-eight (48) hours in advance except in the event of an emergency.

Subd. 6. Vacation Carry-Over: Employees may be allowed to carry over five (5) vacation days, subject to approval by the Director of Operations and Transportation. Such carry-over will be based on operational needs and must be used by December 30, unless otherwise approved by the Director of Operations and Transportation.

**ARTICLE VI  
LEAVE PROVISIONS**

Section 1. Sick Leave:

Subd. 1. Number of Days: All full-time employees shall be granted twelve (12) days of sick leave per year, cumulative to one hundred twenty (120) days. Annual sick leave is granted on a pro-rated basis. Medical statements may be required in order to receive sick leave benefits.

Subd. 2. All sick leave will be accounted for on an hourly basis in increments of one (1) hour (rounded up to the nearest one-hour increment). Exceptions must be approved by the Executive Director of Administrative Services in consultation with the Director of Operations and Transportation and Transportation.

Subd. 3: Wellness Incentive

Any member is eligible to participate in the incentive program, receiving \$100 per eight (8) hours buy-back for up to forty (40) hours of unused sick leave per school year. Requests to receive the buy-back days must be submitted to the Human Resources department by May 31. Employees must have a 403(b) plan or establish one to participate. Payment for unused sick leave will be placed annually in the employees' 403(b) plan. This payment is not matched by the District. Eligibility for the incentives will be based on usage of sick leave in the previous year and based on the following criteria:

Sick leave days used in previous year:	Number of days for qualified payment:
Up to 8 hours	Forty (40) hours payment at \$100 per eight (8) hours
Up to 16 hours	Thirty-two (32) hours payment at \$100 per eight (8)hours

Payment to the member's 403(b) plan shall be made on or before June 30th.

Subd. 4. Sick Leave Pool: In case of an extended illness resulting in qualification for long-term disability benefits when the employee does not have an adequate amount of documented sick leave to carry through until disability benefits begin and up to a maximum of one year while on disability benefits, any employee may transfer up to eight (8) hours of her/his available sick leave to that employee. Such a transfer would result in an equal reduction of sick leave benefits from the transferring employee.

Section 2: Family Bereavement, Family Illness and Funeral Leaves: The employee will be entitled to family bereavement or illness leave up to a maximum of eight (8) work days per school year as described in Subd. 1, Subd. 2, and Subd. 3 below:

Subd. 1 – Family Bereavement Leave: The employee may use bereavement leave for the death of the following family members: spouse, fiancé, child, son/daughter-in-law, parent, father/mother-in-law, grandparents, grandparents-in-law, grandchild, sibling, or the employee's or spouse's brother/sister-in-law, uncle, aunt, nephew, niece or cousin.

Subd. 2 – Immediate Family Illness Leave: The employee may use illness leave for any illness or injury of a child, spouse, or parent that requires the presence of the employee. The employee may also use family illness leave for daycare closures due to the illness of children or the facility manager. The School District may require supporting documentation in the case of a daycare closure.

Subd. 3 – Other Family Illness Leave: The employee may use illness leave for a serious injury or illness of other family members named in Subd. 1. A serious injury or illness is defined to include health conditions requiring medical treatment or supervision; physical or mental disability; chronic long-term treatment.

Subd. 4 – Funeral of a Friend: The employee will have one annual non-accruing bereavement leave day for the funeral of a friend.

Section 3. Jury Duty: Leave will be granted employees who are asked to serve on jury duty. No deduction in salary will be made, but employees are requested to reimburse the school district all payment received for jury duty, consistent with school board policy.

Section 4. Unrequested Leave of Absence: An unrequested leave of absence may be imposed upon employee(s) because of discontinuance of position, lack of work, or financial limitations. Employees will be placed on unrequested leave of absence on the basis of seniority and qualification. The individual with the least seniority shall be laid off first with the exception that the qualifications of individuals may require a deviation from this policy and shall occur at the discretion of the school district. Individuals placed on unrequested leave will be offered positions as vacancies occur, if qualified, for a period not to exceed one (1) year from the date of the commencement of the unrequested leave. An employee's official employment date and the date used for seniority purposes shall be the date established by the school board, as indicated in the board minutes, and as shown in the notice of employment. Seniority shall not include employment as a substitute or employment in a temporary capacity, as shown in the notice of employment. Individuals placed on unrequested leave shall retain their seniority and job rights for a period not to exceed one (1) year. Failure to return to work when called will result in loss of all employment and seniority rights and shall be cause for immediate termination and elimination from any future consideration for return from unrequested leave. The school district reserves the right to deviate from the seniority schedule if the school board determines that to be in the best interest of the school district.

Section 5. Work Related Injuries: Employees absent from work due to work related injury will not lose seniority or employment rights for a period of one (1) year dating from the commencement of their absence provided that they return to work at the earliest possible date and contingent upon ability to perform in the same capacity held prior to the absence. Failure to return to work when physically able to do so will result in loss of all employment rights and immediate termination.



Section 6. Personal Leave:

Subd. 1. Allocation: A full-time employee shall be granted a personal leave of no more than two (2) days per year. Personal days shall be non-cumulative.

Subd. 2. Notice: Request for personal leave must be made to the supervisor and entered into district directed absence program at least forty-eight (48) hours in advance except in the event of an emergency.

Subd. 3. All personal leave will be accounted for on an hourly basis in increments of one (1) hour (rounded up to the nearest one-hour increment). Exceptions must be approved by the Executive Director of Administrative Services in consultation with the Director of Operations and Transportation.

Subd. 4. General Consideration: A personal leave day shall not be granted for the day preceding or the day following holidays or vacations and the first and last day of the school year. However, an exception may be granted by the Director of Operations, whose decision is final and binding and not subject to the grievance procedure.

**ARTICLE VII  
EMPLOYMENT IN EXCESS OF FORTY (40) HOURS/WEEK**

Section 1. Determination of Overtime Rate: The basic work year consists of two thousand eighty (2,080) hours. The individual's overtime shall be determined by dividing the individual's compensation by two thousand eighty (2,080) hours and multiplying the regular hourly rate by one and one-half (1½). All work in excess of 40 hours per week requires the pre-approval of the Director of Operations and Transportation. Employees will receive either overtime pay or compensatory time (at 1-1/2 x rate) as approved by the Director of Operations and Transportation.

Section 2. Status of Holiday in Overtime Determination: Assignments on Sundays or holidays shall be compensated at the rate of two (2) times the established hourly rate. Employees required to work, other than building check on a designated paid holiday, shall receive the equivalent time off within the current pay period unless a mutually agreeable time is acceptable. Pay for the time worked will be straight time unless it exceeds forty (40) hours per week with the compensatory time resulting in double time. The Director of Operations and Transportation reserves the ability to offer double pay when time worked does not exceed forty (40) hours on a case by case basis.

Section 3. Basic Duty Day: The basic duty day shall be eight (8) hours, inclusive of lunch; the lunch time shall be non-duty free.

Section 4. Call-Back: Employees who are called back to work shall receive a minimum of three (3) hours of pay. This includes posted and scheduled overtime, canceled without notice.

**ARTICLE VIII  
FRINGE BENEFITS**

Section 1. Income Protection Insurance:

Subd. 1. General Considerations: The school board shall provide “income protection” insurance for all full-time employees, which shall pay sixty-six and two-thirds percent (66.67%) of an employee’s salary while totally disabled by injury or illness. Refer to income protection policy currently in effect.

Section 2. Medical Insurance:

Subd. 1: The school board shall pay up to eight hundred and eighty dollars (\$880) per month beginning the 2022-23 contract year and up to nine hundred and fifteen (\$915) per month beginning the 2023-24 contract year for all full-time employees employed by the school district who qualify for and are enrolled in the school district group health and hospitalization plan. For contents of the plan for said insurance protection, refer to hospitalization policy currently in effect.

Subd. 2: Full-time employees who qualify for two-party or family coverage may purchase this coverage at their expense through payroll deduction. The school district will contribute an additional one thousand five hundred dollars (\$1500.00) per year for employees who elect to take two-party or family coverage.

Should the district make changes to health insurance plan/s or should changes in any law or regulations impact benefits provided, the employer shall negotiate with the group over the impact and effect of such change(s). Should the district make changes to health insurance plan/s or should changes in any law or regulations impact benefits provided, the employer shall negotiate with the group over the impact and effect of such change(s).

The District will offer at least one voluntary high-deductible/VEBA health plan option coupled with a VEBA trust. Eligible employees who choose to enroll in the high deductible VEBA health plan shall receive a district contribution to a VEBA account set up for that employee. Employee Contracts/Terms and Conditions determine eligibility. The following provisions shall apply to the VEBA plan offered by the District:

High deductible VEBA health plan Single Coverage: if employee selects the VEBA plan with single coverage, the District will make a \$1,200 annual contribution to the employee's VEBA HRA. Beginning the 2023-24 fiscal year, the District will contribute the annual amount to the employee's VEBA account in two equal installments. First installment will be contributed in July or the first date of employment. The second installment will be contributed in January. If hired after January 1st, the entire prorated amount will be contributed on the first date of employment.

High deductible VEBA health plan Dependent Coverage: if employee selects the VEBA plan with dependent coverage, the District will make a \$2,400 annual contribution to the employee's VEBA HRA. Beginning the 2023-24 fiscal year, the District will contribute the annual amount to the employee's VEBA account in two equal installments. First installment will be contributed in July, the first date of employment, or the first day of coverage. The second installment will be contributed in January. If hired after January 1st, the entire prorated amount will be contributed on the first date of employment.

Investment fees (if any) will be paid from the individual accounts of employees. Monthly administration fees of active employees for VEBA administration will be paid for by the District.

Section 3. Dental Insurance:

Subd. 1. Single Coverage: The school board shall pay the total premium for individual coverage for all full-time employees employed by the school district who qualify for and are enrolled in the school district group dental plan. For contents of the plan for said insurance protection, refer to dental policy currently in effect.

Subd. 2. Family Coverage: Full-time employees who qualify for two-party or family coverage may purchase this coverage at their expense through payroll deduction.

Section 4. Term Life Insurance:

Subd. 1. Employee Insurance: The school district shall provide and pay the total premium for term life insurance for all full-time employees in the amount of fifty thousand dollars (\$50,000). Refer to life insurance policy currently in effect.

Subd. 2. Dependent Coverage: In addition, provisions, when practical, will be made to provide dependent coverage life insurance which may be available at the expense of the employee.

Subd. 3. Supplemental Term Life Insurance: In addition, the employee may purchase, through payroll deduction, additional life insurance in increments of ten thousand dollars (\$10,000) up to a combined limit of one hundred fifty thousand dollars (\$150,000).

Section 5. Tax Sheltered Annuity:

Subd 1. Eligibility: All employees shall be eligible to participate in a tax sheltered annuity plan. Full-time employees, contributing to a tax sheltered annuity plan shall be eligible for the district's matching plan.

Subd 2. The School District' contribution will be based on the employee's years of employment in the district and will be in the following amounts:

<u>Year of Employment</u>	<u>District Match</u>
1 <sup>st</sup> .....	\$0
2 <sup>nd</sup> -4 <sup>th</sup> .....	\$500
5 <sup>th</sup> -9 <sup>th</sup> .....	\$800
10 <sup>th</sup> -14 <sup>th</sup> .....	\$1,100
15 <sup>th</sup> -25 <sup>th</sup> .....	\$1,500
26 <sup>th</sup> and beyond (hired prior to July 1, 2014) .....	\$1,500
26 <sup>th</sup> and beyond (hired after July 1, 2014) .....	\$0

Section 6. Termination of Fringe Benefits:

Subd. 1. Resignation Effective June 30<sup>th</sup>: Coverage shall terminate on June 30<sup>th</sup> following the close of the school year.

Subd. 2. Resignation During the School Year: Coverage shall terminate on the last day of the month in which the resignation becomes effective.

**ARTICLE IX  
CERTIFICATION PAY**

Section 1. Request: The Director of Operations and Transportation shall inform employees of requirements to obtain specific license qualification certificates.

Section 2. Noncompliance with Request: Noncompliance upon the part of the employee to obtain a boiler certificate, within a reasonable specified period of time, shall constitute grounds for non-advancement on the salary schedule, at the discretion of the school district.

Section 3. Compensation: The school district shall compensate the employee as follows for expenditures required to obtain a boiler license:

- a. Mileage - prevailing district mileage rate
- b. Tuition, if any, for attending boiler school
- c. Cost of certificate

Section 4. Other Training: The school district shall pay for the district costs of specific training, as directed by the school district.

Section 5. Certification Stipends: The school district shall pay stipends as follows:

- |   |                    |
|---|--------------------|
| ▪ AFE Certified Plant/Professional Supervisor (CPS) | \$1000.00 per year |
| ▪ Chief C Engineer License                          | \$1000.00 per year |
| ▪ 1 <sup>st</sup> Class C Engineer License          | \$ 750.00 per year |
| ▪ Pool Operator License                             | \$ 250.00 per year |
| ▪ Pesticide Applicator License                      | \$ 250.00 per year |
| ▪ 2 <sup>nd</sup> Class C Engineer License          | \$ 250.00 per year |
| ▪ Special Class License                             | \$ 125.00 per year |

Special Class License, starting with the 2022-21 contract year, will be paid for three (3) years from date of acquisition, and stipend will be discontinued if employee does not move up in licensure class.

**ARTICLE X  
GRIEVANCE**

Section 1. General Statement: It is acknowledged that from time to time individual employees or groups of employees may take exception to established procedures or have differences of opinions with the administration or school board which every attempt should be made to resolve for the best interests of the school system and all concerned parties. In order to accomplish this in an appropriate and orderly fashion, the following "problem" procedure is established.

Section 2. Definition of Grievance: The term grievance shall mean an allegation by an employee or group of employees resulting in a dispute or disagreement as to the interpretation of or application of terms and conditions of employment.

Section 3. Representation: Any parties involved in a grievance procedure may be represented at any time during the procedures by a person or agent designated by a concerned party to act in his/her behalf.

Section 4. Procedure: An employee shall discuss the grievance with the building principal or Director of Operations and Transportation. If agreement is not possible, the employee shall discuss the situation with the executive director of administrative services. In the event that matter remains unresolved, the employee will have the option of presenting the issue to the school board (or a board-designated committee).

## **ARTICLE XI UNIFORMS**

Section 1. Uniforms: The school district will purchase two (2) uniforms per year for each employee. Additional uniforms may be purchased by the employee. Laundering will be the responsibility of the employee. Shorts (that comply with district and building dress codes) may be worn. In addition, the district will reimburse employees for selected clothing articles, from a district selected vendor, up to one hundred dollars (\$100.00) per year.

## **ARTICLE XII DURATION**

Section 1. Effect: This agreement constitutes the full and complete terms and conditions of employment for the named employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 2. Finality: Any matters relating to the terms and conditions of employment, as herein stated, shall not be open for alteration during the term of this agreement.

Section 3. Severability: The provisions of this agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision thereof.

These personnel terms and conditions contain information pertaining to your employment with Independent School District No. 719, Prior Lake-Savage Area Schools ("District"). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Article are subject to the requirements of any applicable law, such as the Veterans' Preference Act, granting the employee employment rights.

## MEMORANDUM OF UNDERSTANDING

### **Emergency School Closing:**

The District has the authority to adjust school start time, end time, or cancel school day due to weather related emergencies. For the 2022-2023 school year, the District will implement a district wide closure for the first day of a weather related event. The District acknowledges the emergency need for assigned custodial and maintenance staff to perform essential functions during a weather related emergency school closing. Operations Administration will assign staff to work on the first weather related emergency school closure today. The assignment will be a minimum of three-hours paid. Pay will be at the overtime rate for the hours assigned and worked.

For the second emergency school closure day and beyond, all custodial and maintenance staff will follow the Emergency School Closing guidelines.