

Adopted: 06/22/2022  
Effective: 07/01/2022

Policy 400.13L

## **400.13L PERSONNEL POLICIES**

of

Freshwater Education District #6004

for

Freshwater Classified Personnel

Updated by Board Action

**June 22, 2022**



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## **SECTION 1. INTRODUCTION**

These Personnel Policies contain information pertaining to the at-will Policy Employees' employment with the Freshwater Education District # 6004 (hereinafter the "FED"). The information contained in these Personal Policies may be changed by the FED Board from time to time. In the same sense that an employee can resign his/her employment with the FED at any time for any reason, so can the FED terminate an employee's employment at any time for any reason, consistent with the concept of at-will employment. When changes occur to the information contained in these Personal Policies, the undated copy will be posted on the FED Website of; [www.fed.k12.mn.us](http://www.fed.k12.mn.us)

### **A. TERM OF THESE PERSONNEL POLICIES:**

These Personnel Policies shall be in effect beginning July 1, 2022 unless otherwise modified by the FED Governing Board.

### **B. ADMINISTRATIVE RULES:**

The FED reserves the right to provide an Employee Handbook of administrative rules in addition to these Personnel Policies. The Employee Handbook may be accessed via the FED website; [www.fed.k12.mn.us](http://www.fed.k12.mn.us)

### **C. RESPONSIBILITIES:**

The Governing Board and all employees jointly recognize the common responsibility of providing quality and efficiently managed educational programs for all member schools.

### **D. EMPLOYMENT RELATIONSHIP:**

Nothing in these Personnel Policies establishes any form of contract between an employee and the FED, nor does anything in these Personnel Policies alter any employee's at-will employment relationship with the FED.

### **E. GOVERNING BOARD AUTHORITY:**

These Personnel Policies have been adopted by the FED as policies that relate to these employees, defined as Classified Employees (CEs).

### **F. WAGE PROTECTION REQUIREMENTS:**

The FED CE payroll information will follow M.S.177.30

## **SECTION 2. COVERED EMPLOYEES**

These Personnel Policies apply to the following at-will CEs of the FED:

### **A. CLASSIFIED WAGE AND HOUR POSITIONS:**

Payroll Clerk, Accounts Payable/Receivable Clerk, Tuition Billing Clerk, Third Party Billing Clerk, Assistant to Director, Assistant to the ALC Director, Computer Technician, Technology Integrationist Assistant, E-Rate Clerk, Program Assistants, Collaborative FACTS Facilitator, MARSS Specialist, Cleaners, Custodian I, and any other new positions considered to be under this policy.

## **SECTION 3. DEFINITIONS**

### **A. TERMS AND CONDITION OF EMPLOYMENT:**

All "*terms and conditions*" of employment for CEs, including hours of work, compensation, and fringe benefits, shall be set by the FED Governing Board action.

**B. FRINGE BENEFITS AS DEFINED BY EMPLOYER CONTRIBUTION:**

Health insurance/HRA; 403(b)/457(b) match; Long-term disability; Life insurance; Dental insurance; Paid Holidays; Vacation; Personal leave; Sick leave; Bereavement leave.

**C. EMPLOYEE CATEGORIES OF THESE PERSONAL POLICIES:**

1) **Full-Time Employees:**

Full-Time Classified Employees” are those who work 12-months eight-hours a day 52 weeks and **260** days a year.

2) **Part-Time 12-Month Employees:**

Part-Time 12-month employees are those who work **1,560** hours up to full-time.

3) **Full-Time 11-Month Employees:**

Full-Time 11-month employees are those who work 11-months and at least **1,904** hours.

4) **Part-Time 11-Month Employees:**

Part-Time 11-month employees are those who work 11-months and average 30 hours a week (**1,428**) hours up to full-time).

5) **Full-Time 9-Month Employees:**

Full-Time 9-Month Employees” are those who work 9-months and at least **1440** hours (180 8-hour work days).

6) **Part-Time 9-Month Employees:**

Part-Time CE are those who work at least thirty (30) hours a week and **1,080**-hours in a 9-Month position. 9-month employees working less than 75% (30 hours per week) shall not be eligible for benefits.

7) **Temporary/Occasional Employees:**

FED Classified Employees, who are not working under a 9, 11, or 12-month assignment are deemed Temporary or Occasional CEs. No benefits apply.

8) **Non-Exempt CEs:**

Non-exempt CEs are those employees not qualifying as “exempt” under section 13(a) (1) of the FLSA, and defined by the FED job grading system with values 1 through 14. For recording purposes, these CEs will report their hours electronically on a daily/weekly basis.

9) **Exempt CEs:**

Exempt CEs are those employees who are not subject to the Fair Labor Standards Act’s (FLSA) minimum wage and overtime requirements. Exempt CEs must be paid on a salary basis of no less than \$684 per week of weeks worked, and perform certain types of work as defined per the FLSA.

10) **Employment Reviews:**

It is understood that upon initial employment for any CE, the FED, the CE’s immediate supervisor, will normally conduct three (3) job performance reviews in this first year. Employee job targets, check-lists, and job descriptions will typically be used. Career CEs will also participate in on-going performance reviews as the FED so determines. Discharge may take place, at any time, if it is determined by the FED that the employee’s performance is unsatisfactory.

**D. IMMEDIATE FAMILY:**

“Immediate family” includes spouse, domestic partner, children, adult children, step-children, grandchildren, step-grandchildren, mother and father, step-parent, sibling(s), grandparent, and in-laws (mother/father/brother/sister/son/daughter).

**E. WORKING IN TWO (2) AREAS:**

CEs who also serve the FED in other capacities, can combine hours for maximum benefits but benefits will follow the CEs where the majority of the employment hours occur. In the case of a 50/50 split, the benefits will be allocated under the CE’s schedules, i.e., insurance premium, health allocation, longevity, 403(b) matching, career increment, sick leaves, other leaves, etc.

**F. RESIGNATION OR RETIREMENT:**

There is an expectation that retiring or resigning CEs will present a letter of resignation or retirement, that clearly indicates the final fourteen (14) days of employment will be at the employees designated work site. Any qualified vacation, personal leave, etc. must be utilized before the last two-weeks on the job. Unclaimed vacation is subject to forfeit if this final two-week work requirement is not followed.

**G. REHIRE AFTER BREAK IN SERVICE:**

Any break in service (*not leave of absence*) will be treated as a new hire.

**H. SALARY & BENEFIT NOTICE:**

Salary and Benefit notices are informational tools that outline the estimated salary and benefits for each contracted employee. A Salary and Benefit notice shall outline any extended hours or days in addition to a CE’s contract.

## **SECTION 4. FIRST DATE OF EMPLOYMENT/TRANSFERS**

**A. FIRST DATE OF EMPLOYMENT LIST:**

“*First date of Employment*” shall be defined as the continuous employment from the first day of work with the FED. This date is critical in determination of Sunset issues and may or may not be used when reducing work force or making work assignment transfers.

**B. TRANSFERS AND REASSIGNMENTS:**

The FED may transfer or reassign any CE. CEs may seek reassignment by presenting a written request to the CE’s immediate supervisor. Consideration may be given based on qualifications, along with first date of employment. The FED reserves the right to make the final decision.

## **SECTION 5. HOURS OF SERVICE AND WORK YEAR**

**A. BASIC WORK DAY, BASIC WORK WEEK, BASIC WORK YEAR:**

Each CE’s basic work day, basic work week, and basic work year shall be determined, but may be modified at any time, by the Superintendent or Governing Board and will be stipulated in the employee’s individual Salary & Benefit Notice.

## **B. STRETCH CALENDAR:**

A “stretch calendar” is used by staff to provide year-round support for FED programs. Additional hours/days may be assigned by the employees’ supervisor(s). If the CEs work during the summer months of programing, they may take off days during the regular school year to meet their yearly contract days. Additional hours/days may be assigned, in writing, by the employees’ supervisor(s).

## **C. OVERTIME AND SCHEDULES:**

### **1) Wage and Hour Employees:**

Overtime will be paid at the rate of 1½ times the employee’s hourly rate for all hours worked over 40 hours per week. No overtime will be allowed without prior, written approval of the employee’s supervisor. Overtime shall be calculated within the nearest 15 minutes per day as follows; Minutes 1-7 are dropped. Minutes 8-14 are rounded up. Holiday hours, vacation time, and sick leave shall not be counted as hours worked in calculating overtime hours.

### **2) Exempt Employees:**

Per the FLSA, exempt CEs are not entitled to overtime pay or compensatory time off. Exempt employees shall provide documentation of days worked.

### **3) Schedules:**

The FED reserves the right to set and modify employee working schedules as it deems appropriate.

### **4) School and Office Closings/Inclement Weather:**

- a. Late Starts/Early Dismissal: CEs choosing not to work, may come late/leave early if they feel they need to but must notify their supervisor(s) and document said occurrences. These hours are to be deducted from vacation, personal leave, or non-paid time. CEs can move missed work time to another time within that 40-hour week. This also has to be approved by your supervisor. **Exception-** School Year Program Assistants will make up any FULL days.
- b. Other Closings: In the event schools are closed by the Governor, Lt. Governor, or FED Executive Director, the FED offices will be closed. Any time missed will not have to be made up.

## **SECTION 6. RATES OF PAY**

The rates of pay of the CEs are stipulated in the individual CE’s employment “*Salary and Benefit Notice*” or other notice. Any attached “annual schedule” is an illustration of a salary guide that may or may not be followed.

## **A. PAY RATES**

### **1) Current Rates of Pay:**

The salaries reflected in Schedule(s) shall be a part of these Personnel Policies for the period commencing on the cover of these Policies.

### **2) Status of Salary Schedule:**

During the duration of these Personnel Policies, advancement on any salary schedule shall be subject to the terms of these Personnel Policies.

3) **Non-Exempt (Time Card):**

All CEs that are wage and hour employees, will only be granted additional pay if his/her supervisor has authorized, in writing, the additional hours. Additional pay shall be calculated, at the current rate (inclusive of Career Increment and Longevity), to the nearest quarter hour by rounding down minutes 1 to 7 or up from minutes 8 to 14.

4) **Mentorship Stipend:**

A CE may voluntarily, in writing, upon request by the FED, accept a peer mentoring position to assist new staff in the learning processes necessary to their position within FED. Mentor/Mentee teams will be given time for observation during the work day. At the start of the year, the FED shall outline the expected duties and activities of mentors prior to the CE deciding whether to accept a mentoring position. The mentor will also be given flexibility to create, with approval of the FED, additional training germane to the assignment of the mentee. The stipend for the mentor shall be three hundred fifty (\$350) dollars for the fiscal year regardless of the number of mentees assigned to the mentor. If agreed upon duties are not fulfilled, the FED may elect to choose a new mentor and the stipend shall be prorated. Once assignments have been agreed upon, written logs/checklists will be submitted to the FED once per month. Logs/checklists must include topics discussed, the date in which the parties met, and mentor/mentee signatures.

5) **Step Placement:**

A newly hired CE shall be placed on step 1 of his or her respective grade. The CE may be placed on a higher step based on previous experience, lack of applicants, or market competitiveness at the discretion of the Executive Director.

6) **Step Advance:**

CEs must work a minimum of 130 days before consideration of advancing to the next step. If the employee does not work 130 days prior to June 30 of his/her starting year, the employee will remain at his/her current step until the following July 1. In order to be eligible for step advancement, the employee must work a minimum of .25 FTE time. Step advancement will only take place at the beginning of the fiscal year.

7) **Step Reassignment:**

CEs reassigned to another classified position that results in a grade change shall maintain his or her current step.

## **B. CAREER INCREMENT (SUNSET 6/30/12)**

1) **Eligibility:**

Career increment payments shall be 100% for employees working at least 2,064 hours per year. 12-month part-time FTE will be pro-rated based on 100% of annual contribution. 9 month school year FTE will be pro-rated based on 75% of annual contribution. Employees must be employed a minimum of half-time to qualify for this benefit.

2) **Payment:**

Payments will be made in equal installments based on the number of employee's pay periods.

3) **Other Circumstances:**

If the employee is a member of any other FED group, those years will be recognized.

4) **Career Increment Charts:**

This longevity pay, for those employees who have qualified, will be effective the beginning of the contract year following the qualification date.

**~SUNSET~**

	12-Month Classified	9-Month Classified
0-4 Years	\$0	\$0
5 <sup>th</sup> Year	\$1,200	\$900
6-9 Years	\$1,800	\$1,350
10 Years and beyond	\$2,400	\$1,800

**5) Career Increment (Sunset):**

CEs hired July 1, 2012 and after will not be eligible for this benefit. Only the following CEs remain on this Sunset Benefit;

*Sharon Thiel, Tiffany Sweeney, Tammy Miller, Cathy Salathe, and Wendy Irons*

**C. LONGEVITY BENEFITS (SUNSET 7/01/09)**

**1) Eligibility:**

A qualified CE who has reached the FED “Rule of 70” (age plus years of Continuous service to the FED) on or before June 30 of any employment year and who has been employed by the FED for at least 15 continuous, equivalent years of service shall be eligible for the longevity benefit.

**2) Classified CEs:**

Eligible Classified CEs shall receive, as longevity pay, an amount equal to 5% of their base pay, plus career increment, for a maximum of 10 years, but not to exceed a maximum amount of \$24,500.

**3) Effective:**

Longevity pay shall be paid by the FED in regular payroll installments, and shall not be granted to any CE who is no longer employed by the FED. This longevity pay, for those CEs who have qualified, will be effective beginning of the work year following the qualification date.

This benefit is available only to those CEs that were hired on or before July 1, 2009 as listed below;

*Sharon Thiel, Tiffany Sweeney, Tammy Miller, Cathy Salathe, and Wendy Irons.*

**SECTION 7. QUALIFICATIONS FOR BENEFITS**

*The Board, at its sole discretion, will amend these health benefits and plans, as needed, to comply with the Affordable Care Act (ACA) requirements or any other state or federal law.*

**A. ELIGIBILITY FOR ANY QUALIFIED BENEFITS SHALL BE CALCULATED, UNLESS OTHERWISE STATED, AS FOLLOWS**

**1) 12-Month Classified Employees:**

All 12-month CEs working **2,080** hours qualify for full benefits. 12-month CEs working an average of 30 hours per week (**1,560** hours annually) will qualify for prorated benefits.

**2) 11-Month Classified Employees:**

All 11-month CEs working an average of 30 hours per week (**1,428** hours annually) will qualify for prorated benefits.



3) **9-Month Classified Employees:**

All 9-month CEs working an average of 30 hours per week (**1,080** hours annually) will qualify for prorated benefits.

**B. HEALTH INSURANCE AND HRA:**

1) **Purpose and Management:**

The FED health insurance and HRA plans will be administered by the FED or its selected third party. The FED may, at its sole discretion, change the type of health benefit offered in order to address the legal requirements and employer penalty provisions of the ACA.

2) **Selection of Carrier:**

The selection of any insurance carriers, insurance policies, and third party administrators relative to the FED's health benefit plans shall be made by the FED in accordance with applicable law.

3) **Health Insurance Contributions:**

The FED shall make health benefit contributions for eligible CEs as follows:

- a. CE's: A monthly sum, not to exceed \$777, effective July 1<sup>st</sup>, 2022 and \$817 effective July 1<sup>st</sup>, 2023, will be paid by the FED towards single or family group premiums for each 12-month full time CE. CEs working less than 12-month, full time shall receive the following monthly contribution based on percentage of full time equivalent:

<b>Fiscal Year 2023</b>	12-month Classified Eff. 7/1	11-month Classified Eff. 8/1	9-month Classified Eff. 9/1		<b>Fiscal Year 2024</b>	12-month Classified Eff. 7/1	11-month Classified Eff. 8/1	9-month Classified Eff. 9/1
100%	\$777	\$712	\$583		100%	\$817	\$749	\$613
95-99%	\$761	\$698	\$571		95-99%	\$801	\$734	\$601
90-94%	\$723	\$662	\$542		90-94%	\$760	\$697	\$570
85-89%	\$684	\$627	\$513		85-89%	\$719	\$659	\$539
80-84%	\$645	\$591	\$484		80-84%	\$678	\$622	\$509
75-79%	\$606	\$555	\$455		75-79%	\$637	\$584	\$478
<75%	\$0	\$0	\$0		<75%	\$0	\$0	\$0

- b. Eligible Insurance and Integrated HRA Contributions: In the event a full-time CE participates in a FED integrated health plan, and the premium of a single or family plan is less than the FED premium contribution stated above, the difference shall be deposited to the CE's HRA account.

- c. Involuntary Reduction in Contract Days: In the event that a CE is involuntarily reduced from an FTE percentage greater than ninety percent (90%) to an FTE percentage less than ninety percent (90%) but greater than or equal to seventy-five percent (75%), the CE's monthly health insurance contribution shall be held harmless until the CE's new FTE monthly health insurance contribution cell matches or exceeds the monthly health insurance contribution amount from the time of the involuntary reduction.

### C. Post-Employment HRA Contributions after Retirement (Sunset 12-31-2005)

Pre-2006 qualified CEs, after 10 years of continuous employment working under a "Salary Notice" with the FED and who demonstrate proof of retirement under the provisions of either PERA or TRA, shall be eligible for a Post-Employment \$7,000/year contribution in the FED Post-Employment HRA until such time the retired CE is eligible for **Medicare** benefits or a maximum of 10 years, whichever is lesser;

- a. Laid off CEs:  
The above qualifications apply if termination was done "in good standing."
- b. Proration Contributions:  
The contribution of **\$7,000** annually will be prorated for those CEs working less than full-time at the time of retirement, as follows; the average FTE over the last five (5) years of employment with the FED.
- c. 403(b) Match Benefit:  
The 403(b) Matching Benefit is **NOT** available to those CEs who qualify to participate in the pre-2006 post-employment HRA benefit above as follows:
- d. Remaining Eligible Employees:  
The following employees remain eligible for this benefit:  
*Sharon Thiel, Tiffany Sweeney, Tammy Miller, and Cathy Salathe*

### D. 403(b)/457(b) MATCHING PROGRAM

Only CEs hired January 1, 2006 or after, will be eligible to participate in the FED 403(b)/457(b) *Employer Matching Program* as defined in this section.

- 1) **Purpose**:  
This benefit requires participation by the employees together with a matching contribution from the FED.
- 2) **Amount of the FED Match**:  
Subject to all requirements contained in this section, the FED's matching contribution shall be determined as follows: Accumulated years of 12-month full-time service to the FED for qualified Maximum annual FED matching contribution:

	12 Month	11 Month	9 Month
Years 0-3	\$0	\$0	\$0
Prior Like Employment	\$350	\$320	\$263
Years 4-8	\$600	\$550	\$450
Years 9-15	\$850	\$780	\$638
Years 16+	\$1,100	\$1,008	\$825

- 3) **Temporary Reduction Below 30-Hours a Week:**  
A qualifying CE who is employed an average of thirty (30) hours a week and is reduced to less than thirty (30) hours a week will be able to maintain his/her previous eligibility when his/her status returns to an average of 30-hours a week or more.
- 4) **Maximum FED Contribution:**  
The FED's maximum match contribution to each qualifying CE will not exceed **\$22,000**.
- 5) **Employee Contribution Requirements:**
  - a. **Contribution:** In order to receive the FED matching contribution, a qualified CE must elect his/her 403(b)/457(b) contribution amount from one (1) or more of the providers from the FED approved provider list. The employee must complete a Salary Reduction Agreement (SRA). Annual contributions will continue as elected unless a new SRA is completed. This contribution will be deducted equally from the employee's pay over 24 pay periods.
  - b. **Election Form:** Following receipt of the election form, the FED's contribution will begin within 30 business days or the next possible payroll.
  - c. **Election:** Any change in the provider list will be at the discretion of the FED. The employee's election shall not be subject to revocation or modification for the remainder of the school year. An employee may elect to contribute to the selected program more than the FED match. This section establishes only the FED's contribution obligation, and an employee on an unpaid leave of absence may not participate in the 403(b)/457(b) matching program.
  - d. **Proration:** CEs shall submit an SRA (Salary Reduction Agreement) to the FED business office by June 20<sup>th</sup> (next business day if June 20<sup>th</sup> falls on a weekend) in order to receive the full 403(b) match for the fiscal year. A CE shall forfeit their 403(b) match if the FED does not receive an SRA by the above date.
- 6) **Claims against the FED:**  
The parties agree that any description of benefits contained in this section is intended to be informational only, and the management of contributed funds is the responsibility of the employee and the provider selected by the CE. The FED's only obligation is to make contributions as specified in the section and no claim shall be made against the FED for any action taken or not taken relating to the benefits provided in the section. Each participating employee shall indemnify the FED in the event any such claim is made against the FED.

## **E. LONG-TERM DISABILITY INCOME PROTECTION INSURANCE**

The FED shall provide long-term disability insurance benefit for each qualified CE as follows:

- 1) **Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the FED.
- 2) **Plan Features:** The long-term disability income protection insurance summary plan description provides an overview of the important features of the plan (i.e., eligibility, elimination period, maximum benefit, etc.)
- 3) **Claims Against the FED:** No claim shall be made against the FED as a result of a denial of insurance benefits by any insurance carrier.

- 4) **Duration of Insurance Contribution:** An employee is eligible for the FED's contribution toward the FED's group long-term disability income protection insurance plan as stipulated in the insurance policy as long as the employee is employed by the FED, on paid status, and enrolled in the FED's group long-term disability income protection insurance plan.
- 5) **Insurance Plan Benefits:** Refer to the Fed's long-term group insurance policy for a summary of benefits.

## F. LIFE INSURANCE

The FED shall provide group term life insurance benefit up to **\$50,000** for each qualified CE as follows:

- 1) **Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the FED.
- 2) **Plan Features:** The life insurance summary plan description provides an overview of the important features of the plan (i.e., eligibility, etc.)
- 3) **Claims Against the FED:** No claim shall be made against the FED as a result of a denial of insurance benefits by any insurance carrier.
- 4) **Duration of Insurance Contribution:** An employee is eligible for the FED's contribution towards the FED's group life insurance plan as stipulated in the insurance policy.
- 5) **Optional Coverage:** Current CEs, working at least thirty (30) hours a week, may voluntarily participate in an additional Life Insurance.
- 6) **Eligible Retirees:** Employees seeking to remain in the life insurance group upon retirement shall pay their own premiums annually, in advance of the insured year. Please refer to current policies. (*A "retiree" is defined as a CE applying for and qualifying to retire under PERA or TRA in addition to any other FED eligibility requirements.*)

## G. GROUP DENTAL INSURANCE

- 1) **Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the FED.
- 2) **Plan Features:** The dental insurance summary plan description provides an overview of the important features of the plan (i.e., eligibility, elimination period, maximum benefit, etc.).
- 3) **Claims Against the FED:** No claim shall be made against the FED as a result of a denial of insurance benefits by any insurance carrier.
- 4) **Duration of Insurance Contribution:** An employee is eligible for the FED's contribution toward the FED's group dental insurance plan, as stipulated in the insurance policy, as long as the employee is employed by the FED, on a paid status, and enrolled in the FED's group dental insurance plan.
- 5) **Insurance Plan Benefits:** Refer to the FED's group dental insurance policy for a summary of benefits.
- 6) **FED Premium Contributions:** The FED will make a premium contribution, equal to the single individual premium, not to exceed \$35.00 per month, for each qualified CE.

## **SECTION 8. HOLIDAYS**

Full-Time CEs working 12-Months (2,080 hours) shall receive the following eleven (11) paid holidays at their assigned hours and rate of pay. 11 and 12-Month Part-Time CEs working an average of 30-hours per week, are eligible for Pro-Rated holiday pay. The holiday must fall into CE's calendar assignment. Nine-month employees are not eligible for this benefit.

### **A. The 11 Holidays:**

1. New Year's Day	7. Thanksgiving Day
2. Good Friday	8. Friday after Thanksgiving
3. Memorial Day	9. Christmas Eve
4. Juneteenth Independence Day	10. Christmas Day
5. Independence Day	11. December 31 <sup>st</sup>
6. Labor Day	

### **H. Leap Year:**

In a Leap Year, the business day of July 3<sup>rd</sup> will be used. This is a non-assigned day.

## **SECTION 9. VACATION TIME EARNED**

### **A. ELIGIBILITY**

Full-Time CEs working 12-Months (2,080 hours) shall be eligible for vacation. 11 and 12-Month Part-Time CEs working an average of 30-hours per week, are eligible for Pro-Rated vacation. Nine-month employees are not eligible for this benefit.

### **B. USE**

Vacation must be taken within the confines of the CE's assigned days and must not exceed the employee's accumulated balance.

### **C. SCHEDULING**

Employees may request vacation time any time after it is credited. The scheduling of all vacation time shall be approved in advance and in writing by the employee's supervisor. An exception may be a circumstance when a retiring CE works with the Superintendent to coordinate his/her final month of vacation allotment.

### **D. EARNING SCHEDULE**

Vacation shall be accrued and recorded on a monthly basis. A full-time employee shall earn vacation as follows: (Part time employees shall earn prorated vacation based on FTE percentage.)

	<b>12-month</b>	<b>11-month</b>
Years 1 and 2	80 Hours/10 days	73 Hours
Years 3 through 6	120 Hours/15 days	110 Hours
Years 7 through 12	160 Hours/20 days	147 Hours
Years 13 and beyond	184 Hours/23 days	169 Hours

## E. ACCUMULATION

A CE may carryover up to 100 total hours of vacation each fiscal year. Vacation hours in excess of 100 hours shall be forfeited at the end of each fiscal year. Employees shall forfeit any accrued and unused vacation time upon termination or retirement. No compensation shall be paid for unused vacation leave balances.

### a. EXCEPTION

*Sharon Thiel* qualifies for vacation based on language, June 30, 2011/June 30, 2020. Her maximum earnings shall be 224 hours per year.

## F. BALANCE UPON TERMINATION

Upon termination from the FED, a CE's vacation leave balance shall be reduced to zero.

## SECTION 10. EMPLOYEE LEAVES

Qualifying CEs will only earn hours earned/worked. Example; If a part-time qualifying CE works six (6) hours, the claim will be for six (6) hours as well.

### A. SICK LEAVE:

#### 1) Full-Time Employees:

9, 11, and 12-month full-time CEs will be granted the following hours of sick leave at the start of each school/fiscal year (*whichever is appropriate*) for personal illness and serious illness of a member of the immediate family. Qualified part-time CEs (averaging 30-hours a week) will be prorated based on FTE percentage.

Employee Category	12-month	11-month	9-month
Sick Leave (Hours)	96 Hours	88 Hours	72 Hours

#### 3) Accumulation:

Sick leave days may accumulate to a maximum of **960** hours. Annually, employees accumulating days above the maximum shall receive payment into their post-employment HRA account of the excess days' times the employee's daily rate of pay. The amount the FED will contribute to the post-employment HRA for each CE will be capped at a lifetime maximum of **\$3,500**. Any HRA contributions made pursuant to this provision shall be allocated to a Post-Employment HRA that may be used only to reimburse expenses incurred after the CE's employment with the FED has terminated.

#### 4) Medical Statement:

The FED may require an employee to furnish a medical statement from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the FED. In the event that a medical statement will be required; the employee will be so advised.

#### 5) Pay Deductions:

In case employees are absent on account of illness in excess of their accumulated leave, payroll deduction will be made on the basis of the CE's current hourly rate.

6) **Balance Upon Voluntary Termination and Reemployment:**

Upon termination, a CE's sick leave balance shall be reduced by fifty percent (50%). If a CE is reemployed by the FED within three years of voluntary termination in any capacity, the CE shall retain his or her sick leave balance from the previous termination. If a CE is reemployed by the FED after three years of termination, the CE shall retain no sick leave from the prior employment.

**B. FULL-TIME 9-MONTH CE PERSONAL LEAVE:**

The FED shall grant four (4) days of personal leave per year for each Full-Time 9-month CE. Proration will apply for qualified CEs working at least an average 30-hours a week. No days will be carried from one year to the next.

**D. DISCRETIONARY LEAVE:**

A CE who wishes to take discretionary leave must request such leave, in writing, to the Superintendent. When an employee has been allowed discretionary leave with full pay, the days the CE uses shall be deducted from the employee's sick leave accumulation. The FED reserves the right to refuse to grant an employee discretionary leaves.

**E. DISCRETIONARY LEAVE WITHOUT PAY:**

A situation might arise under which a CE would not qualify for leave under the provisions of B. or C. above. Should such a situation arise, an employee may make a written request to the Superintendent for discretionary leave, without pay, detailing the circumstances for the request. The FED shall have authority to approve or deny such requests, and, should approval be granted, advise the Business Office.

**F. BEREAVEMENT:**

Subject to the discretion of the Superintendent, up to five (5) days of leave may be allowed, the days to be deducted from sick leave, for death in a CE's immediate family. "Immediate family" is defined in Section 3.

**G. FAMILY AND MEDICAL LEAVE ACT (FMLA):**

1) **Purpose:**

Pursuant to the FMLA, 29 U.S.C. 2601 et seq. an eligible CE shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per twelve (12)-month period in connection with the following:

- the birth and first-year care of the CE's child;
- the adoption or foster placement of the CE's child;
- the serious health condition of a CE's immediate family in accordance with ARTICLE III Section 6: and
- the CE's own serious health condition.

2) **Salary and Fringe Benefits:**

Such leave shall be unpaid, except an eligible CE, during such leave, shall be eligible for regular FED health benefit contributions as provided in this Agreement for the period of the leave but not to exceed twelve (12) weeks per twelve (12)-month period, notwithstanding any other provisions of this Agreement.

**3) Eligibility:**

To be eligible for the benefits of this section, a CE must have been employed by the FED as a CE for the previous twelve (12) months and must have been employed for at least one-thousand two-hundred fifty (1,250) hours during such twelve (12) month period.

**4) Paid Leave under Agreement:**

While FMLA leaves, except for eligible health benefit contributions as provided in 2 above, are unpaid, nothing shall preclude a CE from utilizing paid leave otherwise provided in this Agreement, provided the CE qualifies for the paid leave (i.e., sick leave or personal leave) pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing in this Agreement shall be construed to require or prevent the FED from combining leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

**5) Notification:**

The CE will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The CE shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the FED.

**6) Family Medical Leave Act:**

Leave shall be granted in accordance with the current Federal Family Medical Leave Act and in coordination with the applicable leaves in this agreement.

## **SECTION 11. ABSENCES**

If a CE, for any reason, will not be available for work on any work day, the CE shall report his/her absence to his/her supervisor(s)/designees as well as electronic reporting following return to work.

## **SECTION 12. PERSONNEL FILES**

These files are kept in the Business Office under the care of the Business Manager. CEs shall have the right to examine the contents of his/her own personnel file and may have a witness of their choosing. The FED shall have a designee present during such examination by employee. Employees shall have the right, upon request, to file a response to any material in their own personnel files, and such response shall become a part of said file

## **SECTION 13. DEFICIENCIES**

The FED may discipline a CE by taking any one or more of the following actions: oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the FED reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action.



## **SECTION 14. COMPLAINT PROCEDURE**

The Governing Board believes the best scenario for problem-solving is to handle the situation as close as possible to its origin. Therefore, the proper channeling for problem-solving (procedure) shall be as follows:

- 1) Immediate Supervisor
- 2) Superintendent/Executive Director
- 3) Supervising Superintendents
- 4) Governing Board

### **A. FOUR STEPS:**

Problems presented to the Board must be referred through the above sequence.

### **B. PROBLEM SOLVING:**

Complaints referred to the Immediate Supervisor, Executive Director, Supervising Superintendents, or Board shall be in writing and be specific to the problem. Steps in these problem-solving procedures may be taken formally or informally, in writing or verbally as the circumstances allow, or that which may seem most conducive to a satisfactory resolution of the complaint. When a complaint is initiated in writing, it should have prompt written recognition; when a decision has been reached, this decision should also be communicated in writing within a reasonable time.

## **SECTION 15. DURATION AND MODIFICATIONS**

These Personnel Policies shall remain in force until modifications are made by the Governing Board. In the event modifications are made, the affected employee(s) will be given notification. Nothing in these Personnel Policies shall be construed to obligate the FED to continue or discontinue existing or past practices.

*Date of the Freshwater Educational District Governing Board action:* \_\_\_\_\_

*Attested by the FED Governing Board Clerk:* \_\_\_\_\_ *Date:* \_\_\_\_\_