

WINONA AREA PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT 861

Personnel Policies for Non-Affiliated Employees

Effective July 1, 2023



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**WINONA AREA PUBLIC SCHOOLS
PERSONNEL POLICIES AND PROCEDURES
FOR NON-AFFILIATED EMPLOYEES
EFFECTIVE JULY 1, 2023**

ARTICLE I – PURPOSE

Section 1. Parties:

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

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

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

This exemption includes the following employee groups:

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

ARTICLE II – GROUP INSURANCE

Section 1. Definition of Full-Time Employees:

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

Section 2. Definition of Fractional Time Employees:

Fractional time employees working at least 24 hours per week during the school year shall receive a prorated contribution toward their insurance benefits. Fractional time employees scheduled to work beyond the school year, which will be considered 25% of the fiscal year, shall receive an additional prorated benefit based on the number of additional hours worked. For example, an employee scheduled to work 28 hours per week (70%) during the school year, and 16 hours per week (40%) beyond the school year, shall receive an additional 10% contribution toward the annual benefit for a total of 80% annual benefit (40% hours worked x 25% of the fiscal year=10% additional contribution; 70% school year contribution + 10% additional contribution=80% total contribution).

Section 3. Health and Hospitalization Insurance:

Subd. 1. Single Coverage for Full-Time Employees: The district shall make the following monthly contributions 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.

2024 (January 1, 2024-December 2024)	2025 (January 1, 2025-June 30, 2025)
\$1,041.66	\$1,083.33

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. 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 three-thousand, two-hundred dollars (\$3,200) 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. Subd. 2. Family Coverage for Full-Time Employees: For employees who are scheduled for less than 235 annual paid days, the district shall make the following monthly contributions 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.

2024 (January 1, 2024-December 2024)	2025 (January 1, 2025-June 30, 2025)
\$1,208.33	\$1,250.00

For employees who are scheduled for at least 235 annual paid days, the district shall make the following monthly contributions 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.

2024 (January 1, 2024-December 2024)	2025 (January 1, 2025-June 30, 2025)
\$1,348.29	\$1,429.06

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. Employees shall have the option to choose any one of the district’s plans.

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 three-thousand, two-hundred dollars (\$3,200) 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.

Section 4. Dental Insurance:

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

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

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

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

Section 5. Life Insurance:

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

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

Section 6. Long-Term Disability (LTD):

Long-term disability coverage is provided by the district.

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

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

Section 7. IRS Section 125 Plan:

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

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

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

ARTICLE III – RETIREMENT INCENTIVE

Section 1. Eligibility:

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. Definition of Full-Time:

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

Section 3. Post-Retirement Healthcare Account:

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. Group Health Insurance:

Employees who are participating in the district's health insurance program at the time of retirement shall be eligible to remain in the existing program at their own expense. The employees spouse may remain on the program at their own expense until they are eligible for Medicare. If the retiring employee elects district-sponsored health insurance, the

district will pay the monthly premium through the end of the calendar year in which the employee retires. The total premium amount from the date of retirement until the end of the current calendar year will be calculated at the time of retirement and deducted from the employee's retirement incentive. The remainder will be deposited into Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System.

Section 5. Employee Discharge:

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

Section 6. Unemployment Insurance:

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

Section 7. Payment Reduction:

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

Section 8 Part-Time Employees:

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. Pre-Funding:

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 IV – SEVERANCE

Section 1. Eligibility:

Employees who have completed at least 15 consecutive years of full or part time service with District 861 and who are at least age 55, or employees who qualify for early retirement under rule of 90 as prescribed by P.E.R.A, shall be eligible for severance pay upon submission of a written resignation accepted by the school board. Qualified employees shall receive severance equal to \$5.50 an hour for each unused sick leave.

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

Section 2. Payment Reduction:

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

ARTICLE V – DEFFERED COMPENSATION MATCHING PLAN

Section 1. Full-Time Employees:

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

<u>Years of Service in the District</u>	<u>Match Amount</u>
6-10	\$480
11-14	\$600
15-20	\$840
Beginning with the 21 st Year	\$1,120

An employee must have completed six consecutive years of full time service in order to qualify for the amounts listed above. Beginning with the employee’s 11th year of full time service, they will move to the next level of contribution. An employee shall notify the School District of their intention to begin or increase the amount of participation in the 403(b) match plan by May 1 of each school year. Such participation shall continue at the specified amount unless the employee notifies the district of a change.

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

Section 2. Fractional Time Employees:

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

<u>Years of Service in the District</u>	<u>Match Amount</u>
Upon completion of 6-10	\$240
11-14	\$300
15-20	\$420
Beginning with the 21 st Year	\$560

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

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

ARTICLE VI – PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

Section 1. PERA Contributions:

Membership in PERA is automatic for non-elected public employees who meet position eligibility requirements set by Minnesota Statute. The employee and the district must contribute a percentage of the employee's gross salary to PERA. As of July 1, 2023, those percentages, as designated by PERA, are 6.5% and 7.5% respectively.

Section 2. PERA Service Credits:

PERA awards eligible employees one service credit for each month worked and were compensated by the district. Employees may also receive credit for up to three months while on a temporary layoff status. For example, employees who work full time during the school year but do not work over the summer months, receive 12 months of service credit for the year. Being vested means you qualify for benefits at the minimum allowable age. Employees working on or after July 1, 2023, must work three years (36 service credits) in order to be vested.

Section 3. Retirement Benefit:

Eligible employees will receive an unreduced benefit from PERA when you reach full retirement age under Social Security. Additional Early Retirement options are available through PERA.

ARTICLE VII – HOLIDAYS

Section 1. 12-Month Employees:

Employees regularly scheduled to work a minimum of 20 hours per week for twelve months, and a minimum of 1040 hours per year, shall have eleven (11) paid duty-free holidays as designated by the school board, provided they would normally be on duty during the week the holiday(s) occurs.

Section 2. Less than 12-Month Employees:

Employees regularly scheduled to work 20 hours per week or more for less than twelve months shall have the six (6) paid duty-free holidays as designated by the school board, provided they would normally be on duty the week the holiday(s) occurs.

ARTICLE VIII – LEAVES OF ABSENCE

Section 1. Medical Leave:

Full Time Employees: Employees scheduled to work a minimum of 2,048 hours annually shall earn 120 hours of medical leave per year, cumulative to 1,840 hours. Such leave shall be prorated based on start date for employees starting employment after July 1.

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

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

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

Subd.1. Medical Leave Use:

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

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

Earned Sick and Safe Time ("ESST"): As of January 1, 2024, employees shall accrue an Earned Sick and Safe Time ("ESST") balance, consistent with district policy, to a maximum accumulation of 48 hours annually, to be used whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes section 181.9447, currently:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;

- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

A family member the purposes of ESST and as set forth in set forth in Minnesota Statutes section 181.9445 shall be defined as: their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

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;
- A serious health condition that makes the employee unable to perform the essential functions of their 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.

Medical Certificate: The school district may require an employee to furnish a medical certificate from a qualified medical provider as evidence of illness, indicating such absence was due to illness in order to qualify for medical leave pay.

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

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

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

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

Section 2. Vacation Leave:

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

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

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

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

<u>Years of Eligible Service</u>	<u>Vacation Accrual (to be used the following year)</u>
1-3	96 Hours/12 Days
4-8	136 Hours/17 Days
9-13	176 Hours/22 Days
14-19	184 Hours/23 Days
20+	192 Hours/24 Days

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

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

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

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

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

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

Section 3. Personal Leave:

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

Employees hired into positions that earn vacation shall be granted three (3) days of personal leave, non-cumulative, during the first year of employment during which time they are unable to utilize vacation days they are accruing. Such leave shall be prorated for employees with a start date after July 1. Use of personal days requires pre-approval of the administrative supervisor. Unless an unforeseen circumstance occurs, at least three (3) days advance notice will be provided to the administrative supervisor for approval. Personal days remaining at the end of the year shall be forfeited.

Section 4. Bereavement Leave:

Employees regularly scheduled to work 20 hours per week or more during the school year shall be granted up to five (5) days of paid leave upon the death of an immediate family member. Immediate family is defined as mothers, father, sister, brother, husband, wife, son, step-son, daughter, step-daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, cousin, grandparents, and grandchildren of the employee. Employees shall be granted bereavement leave for the time required to attend the funeral of a friend or colleague not to exceed three (3) days.

Section 5. Jury Duty:

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

Section 6. Unpaid Leave:

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

Section 7. Workers' Compensation:

Upon request of an employee who is absent from work as a result of a compensable injury, while working for the school district, under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay. This paragraph may be effectuated on the delivery by the school district to the employee of a paycheck for said employee's regular rate of pay

during the affected period when and after the employee endorses has said amount of workers' compensation check deducted from gross wages on paycheck.

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

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

ARTICLE IX – EMERGENCY CLOSING

Section 1. Student Contact Employees:

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

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

Subd. 2. Late Starts: In the event of a late start the employees may be directed by their supervisor not to report to work until the later start time. In those cases, the employee will be paid for their assigned day provided they work the remainder of the assigned day. If the employee is on an approved leave when an emergency late start has been called, the employee shall be charged with the approved leave hours.

Subd 3. Early Release: If school has already started for the day and subsequently has to be suspended due to weather or other emergencies, employees may leave at the discretion of their administrative supervisor and shall be paid for their assigned day. An employee must be working at the time school is suspended in order to be paid for the day. If the employee is on an approved leave when an emergency early release has been called, the educational assistant shall be charged with the approved leave hours.

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

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

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

Subd. 2. Late Start: In the event of a late start, non-student contact employees are expected to report to work. At the employee's discretion, with approval from their immediate supervisor, the employee may use vacation time or personal leave at their

discretion. The supervisor, at their discretion, may allow the employee to make up work time within the parameters of Fair Labor Standards, or allow the employee to work remotely in accordance with the Remote Work Procedures. In the event an employee has requested use of a leave day, prior to the emergency closing announcement, the leave day shall still be used.

Subd. 3. Early Release: If school has already started for the day and subsequently has to be suspended due to weather or other emergencies, employees may leave at the discretion of their immediate supervisor and may use vacation time or personal leave at their discretion. The supervisor, at their discretion, may allow the employee to make up work time within the parameters of Fair Labor Standards, or allow the employee to work remotely in accordance with the Remote Work Procedures. In the event an employee has requested use of a leave day, prior to the emergency closing announcement, the leave day shall still be used.

ARTICLE X – COMPENSATORY TIME

Section 1. Non-Exempt Employees:

Employees who must be paid overtime for hours worked beyond 40 in a week, or Non-Exempt Employees, may bank compensatory time to a maximum of 40 hours, if mutually agreed to by the employee and the supervisor. If compensatory time is banked, it must be banked at the rate in which the time is earned. For example, if an employee works 42 hours in a week, the additional two (2) hours worked can be banked as three (3) hours of compensatory time because overtime would otherwise be paid at time and one half.

Section 2. Exempt Employees:

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

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

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

ARTICLE XI – BREAKS

Section 1. Lunch Period:

Employees scheduled to work at least seven (7) hours per day shall be provided an unpaid duty free lunch period of at least thirty minutes.

Section 2. Rest Periods:

Employees who work eight (8) hours per day are allowed two (2) fifteen-minute (15) rest periods during their work day. Employees who work at least four (4) hours per day but less than eight (8) hours per day are allowed one (1) fifteen-minute (15) rest period per day. Rest periods are paid time; as such the employee should generally remain on site. Employees may, with approval of their supervisor, leave the work site during their rest period. Employees may not forgo a rest period to use the equivalent time to arrive late or to leave their place of employment earlier than the normal time prescribed as the work

day. Rest periods may not be used to extend unpaid lunch periods. If the level of work activity necessitates an employee to miss a rest period, the employee is not owed additional compensation or time off.

ARTICLE XII – MISCELLANEOUS

Section 1. Uniform Allowance:

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

Section 2. Certification:

Subd. 1. Custodial Supervisor: A Custodial Supervisor holding a Chief's Boilers license certification shall be entitled to a monthly stipend of \$175.00. Certification must be active and kept current in order to be eligible for the stipend.

Subd. 2. Kitchen Manager: A Kitchen Manager holding a Food Protection Manager certificate shall be entitled to a monthly stipend of \$150.00. Certification must be active and kept current in order to be eligible for the stipend.

Section 3. Great Start Compensation Support Payment Program:

Effective September 6, 2023, hourly employees working in the Key Kids Program (program assistants, 1-1 staff, and lead staff) shall be entitled to a monthly stipend in alignment with the Great Start Compensation Support Payment Program provided by Minnesota Department of Human Services. These employees shall receive a pro-rated stipend based on the hours worked in a direct care capacity based on the grant funds received for that month. This stipend will be issued for as long as the grant funds are available.

Section 4. Employee Assistance Plan (EAP):

The district is interested in the physical, emotional, and mental health of all employees. Employees who feel the need for assessment for emotional or chemical problems can self-refer to a service provider recognized by the district for up to three (3) hours of assessment. The district will pay for this assessment service on an anonymous basis, that is, without knowing who the self-referred employee is. This assessment provision is independent of health insurance and is available to all employees, whether or not they are eligible for health insurance.

The Department of Human Resources will, on a confidential basis, assist any employee wishing to find out more about the district's employee assistance plan.

In situations where emotional or chemical problems have a direct and identifiable impact on performance, supervisors may suggest, or make an EAP referral.

If assessment indicates that treatment is necessary, employees eligible for and participating in the health insurance program have specified coverages. Please refer to your individual policy.

Section 5. Safety Training:

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

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

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

Section 6. Probationary Period:

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

ARTICLE XIII – RATES OF PAY

Section 1. Wages:

Wages will be in accordance with a wage schedule approved by the school board. Employees shall be eligible for one step advancement on July 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. In the 2022-2023 fiscal year, steps in all classifications were renumbered, however, employees were not impacted by the renumbering of the steps.

Section 2. Career Increment: Beginning July 1, 2020, employees with a minimum of eleven years of service in the district and at the top step, that are paid for a minimum of 200 days (including holidays) and 1,400 hours annually are eligible for an annual career increment of up to \$1,000, prorated based on the scheduled annual hours divided by 2,048. Employees with a minimum of 15 years of service in the district and at the top step, that are paid for a minimum of 200 days (including holidays) and 1,400 hours annually are eligible for a career increment of up to \$1,500, prorated based on the scheduled annual hours divided by 2,048.

APPENDIX A – SALARY SCHEDULES FOR OFFICE AND TECHNICAL EMPLOYEES

2023-2024 Fiscal Year

Non-Exempt Hourly Rates of Pay

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
School Nutrition Driver	\$14.71	\$15.45	\$16.22	\$17.03	\$17.88	\$18.17	\$19.03	\$19.23
Language Interpreter	\$18.08	\$18.99	\$19.93	\$20.93	\$21.98	\$22.64	\$23.32	\$23.55
Safety Specialist, Payroll Assistant, A/P Clerk, Bookkeeper I, LPN	\$19.84	\$20.83	\$21.87	\$22.97	\$24.12	\$24.84	\$25.59	\$25.84
Admin. Assist. to HR/SPED/Community Ed., Bookkeeper II, IS Specialist	\$22.49	\$23.61	\$24.79	\$26.03	\$27.33	\$28.15	\$28.97	\$29.26
Admin. Assist. to Superintendent, Transportation Specialist	\$25.81	\$27.03	\$28.32	\$29.73	\$31.22	\$32.16	\$33.12	\$33.46
Early Intervention Service Plan Coordinator, Student Success Coach	\$26.47	\$27.79	\$29.18	\$30.64	\$32.18	\$33.26	\$34.25	\$34.60

Exempt Daily Rates of Pay

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WMS Nutrition Manager	\$206.67	\$212.33	\$217.98	\$225.02	\$231.79	\$238.74	\$245.90	\$248.36
WSHS Nutrition Manager	\$212.33	\$217.98	\$224.11	\$230.43	\$238.71	\$245.85	\$253.23	\$255.77
IS Operations, IS Specialist II, Payroll & Benefits Coordinator, Custodial Supervisor, Assessment Coordinator	\$211.77	\$222.36	\$233.48	\$245.15	\$257.41	\$266.08	\$274.04	\$276.78
Communications Coordinator	\$223.89	\$235.08	\$246.84	\$259.18	\$272.14	\$281.25	\$289.71	\$292.61

APPENDIX A – SALARY SCHEDULES FOR OFFICE AND TECHNICAL EMPLOYEES (Continued)

2024-2025 Fiscal Year

Non-Exempt Hourly Rates of Pay

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
School Nutrition Driver	\$15.15	\$15.91	\$16.71	\$17.54	\$18.42	\$18.71	\$19.60	\$19.80
Language Interpreter	\$18.62	\$19.56	\$20.53	\$21.56	\$22.64	\$23.32	\$24.02	\$24.26
Safety Specialist, Payroll Assistant, A/P Clerk, Bookkeeper I, LPN	\$20.44	\$21.46	\$22.53	\$23.66	\$24.84	\$25.59	\$26.35	\$26.61
Admin. Assist. to HR/SPED/Community Ed., Bookkeeper II, IS Specialist	\$23.16	\$24.32	\$25.53	\$26.81	\$28.15	\$29.00	\$29.84	\$30.14
Admin. Assist. to Superintendent, Transportation Specialist	\$26.59	\$27.84	\$29.17	\$30.62	\$32.16	\$33.12	\$34.11	\$34.46
Early Intervention Service Plan Coordinator, Student Success Coach	\$27.27	\$28.63	\$30.06	\$31.56	\$33.14	\$34.26	\$35.28	\$35.64

Exempt Daily Rates of Pay

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WMS Nutrition Manager	\$212.87	\$218.70	\$224.52	\$231.77	\$238.74	\$245.90	\$253.28	\$255.81
WSHS Nutrition Manager	\$218.70	\$224.52	\$230.83	\$237.34	\$245.87	\$253.23	\$260.83	\$263.44
IS Operations, IS Specialist II, Payroll & Benefits Coordinator, Custodial Supervisor, Assessment Coordinator	\$218.12	\$229.03	\$240.48	\$252.51	\$265.13	\$274.06	\$282.26	\$285.08
Communications Coordinator	\$230.61	\$242.14	\$254.24	\$266.96	\$280.30	\$289.69	\$298.41	\$301.39

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

2023-2024 Fiscal Year

STEP	Key Kids Program Assistant	1:1 Staff/ Tutor/ Camp Lead	Key Kids Lead Staff	ASA Coach/ Instructor/ Enrichment Instructor	Adult Literacy Instructor	Events Coordinator	Coordinator Hourly Rate (Non-Exempt)	Coordinator Daily Rate (Exempt)
1	\$13.17	\$14.21	\$15.02	\$14.89	\$19.70	\$22.26	\$25.84	\$206.67
2	\$13.70	\$14.78	\$15.61	\$15.61	\$20.29	\$22.93	\$26.61	\$212.87
3	\$14.25	\$15.43	\$16.28	\$16.32	\$20.90	\$23.61	\$27.41	\$219.25
4	\$14.82	\$16.07	\$16.94	\$17.04	\$21.53	\$24.33	\$28.23	\$225.83
5	\$15.41	\$16.75	\$17.65	\$17.74	\$22.17	\$25.06	\$29.08	\$232.61
6	\$16.03	\$17.45	\$18.38	\$18.47	\$22.84	\$25.81	\$29.95	\$239.59
7	\$16.67	\$18.14	\$19.16	\$19.16	\$23.52	\$26.58	\$30.85	\$246.77
8	\$17.34	\$19.07	\$19.97	\$19.87	\$24.23	\$27.38	\$31.78	\$254.18
9	\$17.51	\$19.26	\$20.77	\$20.67	\$24.96	\$28.20	\$32.73	\$261.80
10			\$21.60	\$21.50	\$25.20	\$28.48	\$33.06	\$269.66
11			\$21.82	\$21.72				\$278.52
12								\$281.30

2024-2025 Fiscal Year

STEP	Key Kids Program Assistant	1:1 Staff/ Tutor/ Camp Lead	Key Kids Lead Staff	ASA Coach/ Instructor/ Enrichment Instructor	Adult Literacy Instructor	Events Coordinator	Coordinator Hourly Rate (Non-Exempt)	Coordinator Daily Rate (Exempt)
1	\$13.57	\$14.63	\$15.47	\$15.34	\$20.29	\$22.92	\$26.61	\$212.87
2	\$14.11	\$15.22	\$16.08	\$16.08	\$20.90	\$23.62	\$27.41	\$219.25
3	\$14.68	\$15.89	\$16.77	\$16.81	\$21.53	\$24.32	\$28.23	\$225.83
4	\$15.26	\$16.55	\$17.45	\$17.55	\$22.17	\$25.06	\$29.08	\$232.61
5	\$15.87	\$17.25	\$18.18	\$18.28	\$22.84	\$25.81	\$29.95	\$239.59
6	\$16.51	\$17.97	\$18.93	\$19.03	\$23.52	\$26.58	\$30.85	\$246.77
7	\$17.17	\$18.68	\$19.74	\$19.73	\$24.23	\$27.38	\$31.78	\$254.18
8	\$17.86	\$19.64	\$20.57	\$20.47	\$24.96	\$28.20	\$32.73	\$261.80
9	\$18.04	\$19.84	\$21.39	\$21.29	\$25.71	\$29.05	\$33.71	\$269.66
10			\$22.25	\$22.14	\$25.96	\$29.33	\$34.05	\$277.75
11			\$22.47	\$22.37				\$286.88
12								\$289.73

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

APPENDIX C – SALARY SCHEDULES FOR MILLER MENTORING EMPLOYEES

2023-2024 Fiscal Year

STEP	POSITION	POSITION	POSITION
	Mentor Assistant, Tutor	Building Coordinator	Program Manager
	Hourly Rate	Hourly Rate	Daily Rate
1	\$13.32	\$20.69	\$217.00
2	\$13.89	\$21.31	\$223.51
3	\$14.47	\$21.95	\$230.22
4	\$15.07	\$22.60	\$237.12
5	\$15.69	\$23.28	\$244.24
6	\$16.36	\$23.98	\$251.57
7	\$17.01	\$24.70	\$259.11
8	\$17.89	\$25.44	\$266.89
9	\$18.06	\$26.71	\$274.89
10		\$26.98	\$283.14
11			\$297.30
12			\$300.27

2024-2025 Fiscal Year

STEP	POSITION	POSITION	POSITION
	A-1-2 Mentor Assistant, Tutor	C-4-1 Building Coordinator	C-5-1 Program Manager
	Hourly Rate	Hourly Rate	Daily Rate
1	\$13.72	\$21.31	\$223.51
2	\$14.31	\$21.95	\$230.22
3	\$14.91	\$22.60	\$237.12
4	\$15.52	\$23.28	\$244.24
5	\$16.17	\$23.98	\$251.57
6	\$16.85	\$24.70	\$259.11
7	\$17.52	\$25.44	\$266.89
8	\$18.42	\$26.20	\$274.89
9	\$18.60	\$27.51	\$283.14
10		\$27.79	\$291.63
11			\$306.21
12			\$309.28