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400.13L PERSONNEL POLICIES

of

Freshwater Education District **#6004**

for

Freshwater Classified Personnel

Updated by Board Action

June 24, 2026

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SECTION 1. INTRODUCTION

These Personnel Policies contain information pertaining to the at-will Classified 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.

A. TERM OF THESE PERSONNEL POLICIES:
These Personnel Policies shall be in effect beginning July 1, 2026 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.

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 NON-EXEMPT POSITIONS:
Non-exempt CEs not included in the Para/Regular Van Route Driver Agreement, the Teacher-Itinerant Agreement, or FED Policies 400.09L, 400.11L, or 400.12L.

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; Employee Safe and Sick Time leave; Bereavement leave.

C. EMPLOYEE CATEGORIES OF THESE PERSONAL POLICIES:

1) **Full-Time Employees**:
   Full-Time Classified Employees are those who work two thousand eighty (2,080) hours per year.
2) **Part-Time 12-Month Employees**:
   Part-Time 12-month employees are those who work less than two thousand eighty (2,080) hours.
3) **Full-Time 9-Month Employees**:
   Full-Time 9-Month Employees are those who work 9-months and at least one thousand four hundred forty (1,440) hours (180 *8-hour work days*).
4) **Part-Time 9-Month Employees**:
   Part-Time CEs are those who work less than one thousand four hundred forty (1,440) hours.
5) **Temporary/Occasional Employees**:
   FED Classified Employees, who are not working under a 9 or 12-month assignment are deemed Temporary or Occasional CEs. No benefits apply.
6) **Non-Exempt CEs**:
   Non-exempt CEs are those employees not qualifying as "exempt" under section 13(a)(1) of the FLSA. For recording purposes, these CEs shall report their hours electronically on a daily/weekly basis.
7) **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 the first year. Employee job targets, check-lists, and job descriptions will typically be used. 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. FAMILY MEMBER: Family member shall be defined by M.S. 181.9445, subdivision 7.

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, and leaves.

F. REHIRE AFTER BREAK IN SERVICE:
Any break in service (*not leave of absence*) will be treated as a termination and new hire.

G. SALARY & BENEFIT NOTICE:
Salary and Benefit notices are informational tools that outline the estimated salary and benefits for each contracted CE. 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 CE's individual Salary & Benefit Notice. Any days beyond 260 shall be non-assigned days set by the FED Superintendent.

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 CE's supervisor(s). If a CE works 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 CE's supervisor(s).

C. OVERTIME AND SCHEDULES:

1) **Wage and Hour Employees:**
Overtime will be paid or compensatory time shall be accrued at the rate of 1½ times the CE's hourly rate for all hours worked over 40 hours per week. No overtime will be allowed without prior, written approval of the CE's supervisor. Holiday hours, vacation leave, Employee Safe and Sick Time leave, and compensatory 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 a CE's working schedule as it deems appropriate.

SECTION 6. RATES OF PAY

A. PAY RATES

1) **Current Rates of Pay**:
The pay rates reflected in Schedule A and Schedule B 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).
4) **Mentorship Stipend:**
   A CE may voluntarily, 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. Mentors shall be paid one hundred seventy-five ($175) dollars for each additional mentee. 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:**
   The Superintendent, at his or her discretion, may place newly hired CEs on any step based on previous experience, lack of applicants, market pressures, or district needs.
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) **Involuntary Step Reassignment:**
   A CE who is involuntarily reassigned to another classified position that results in a grade change shall maintain his or her current step.
8) **Voluntary Step Reassignment:**
   A CE who voluntarily changes positions through an internally or externally posted classified position that results in a grade change increase shall be placed at a step no greater than the CEs current step at the discretion of the Superintendent. A CE who voluntarily changes positions and incurs a grade change decrease shall retain their current step.

B. CAREER INCREMENT (SUNSET 6/30/2012)

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.

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

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

Career Increment Charts:
This career increment pay, for those employees who have qualified, will be effective the beginning of the contract year following the qualification date.

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

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 and Tiffany Sweeney

C. LONGEVITY BENEFITS (SUNSET 7/01/2009)

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;

Eligible Employees: Tiffany Sweeney

SECTION 7. 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. BENEFIT ELIGIBIITY

1) **12-Month Classified Employees:**
   All 12-month CEs working two thousand eighty (2,080) hours qualify for full benefits. 12-month CEs working an average of 130 hours per month (1,560 hours annually) will qualify for prorated benefits.
2) **9-Month Classified Employees:**
   All 9-month CEs working an average of one thousand eighty (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 $950.00, effective July 1st, 2026 and $1,000.00 effective July 1st, 2027, 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:

Fiscal Year 2027	12-month Classified Eff. 7/1	9-month Classified Eff. 9/1		**Fiscal Year 2028**	12-month Classified Eff. 7/1	9-month Classified Eff. 9/1
100%	$950	$777		100%	$1,000	$810
95-99%	$931	$770		95-99%	$980	$802
90-94%	$884	$731		90-94%	$930	$761
85-89%	$836	$692		85-89%	$880	$721
80-84%	$789	$653		80-84%	$830	$680
75-79%	$741	$614		75-79%	$780	$640
<75%	Ineligible	Ineligible		<75%	Ineligible	Ineligible

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 (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 and Tiffany Sweeney

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

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:

Year of Employment	12 Month	9 Month
Year 1 (First year of employment)	$0	$0
Years 2-3 and/or Prior Like Experience	$840	$630
Years 4-8	$1,440	$1,080
Years 9-14	$2,040	$1,530
Years 15+	$2,400	$1,800

3) **Temporary Reduction Below 30-Hours a Week:**
A qualifying CE who is employed an average of thirty (30) hours per week and is reduced to less than thirty (30) hours per week will be able to maintain his/her previous eligibility when his/her status returns to an average of 30-hours per week or more.
4) **Maximum FED Contribution:** There shall be no lifetime maximum FED contribution.
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 thirty (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 20th (next business day if June 20th 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 fifty thousand dollars ($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 FEDs 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 per 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.*)

SECTION 8. EMPLOYEE LEAVES

A. HOLIDAY

12-Months CEs shall receive the following eleven (11) paid holidays at their assigned hours and rate of pay. Part Time 12-month CEs working less than 0.85 FTE shall receive eight (8) paid holidays (denoted with * below) at their assigned hours and rate of pay. 9-month employees are not eligible for this benefit.

1) Holidays:

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

B. VACATION LEAVE

1) **Eligibility:**
   Full-Time CEs shall be eligible for vacation leave. Part Time 12-Month CEs working at least one thousand five hundred sixty (1,560) hours and Part Time 9-Month CEs working at least one thousand eighty (1,080) hours shall be eligible for prorated vacation leave.
2) **Use:**
   Vacation leave must be taken within the confines of the CE's assigned days/hours and must not exceed the employee's accumulated balance.
3) **Scheduling:**
   Employees may request vacation leave any time after it is credited. The scheduling of all vacation leave shall be approved in advance and in writing by the CE's supervisor. Any vacation leave requested by a CE without advanced approval in writing shall be approved at the discretion of the Superintendent.
4) **Earning Schedule:**
   Vacation leave shall be accrued and recorded on a monthly basis. A full-time CE shall earn vacation as follows: (Part time CEs shall earn prorated vacation based on FTE percentage.)

	12-month	**9-month**
Years 1 and 2	80 Hours/10 days	32 Hours/4 days
Years 3 through 6	120 Hours/15 days	32 Hours/4 days
Years 7 through 12	160 Hours/20 days	40 Hours/5 days
Years 13 through 24	184 Hours/23 days	48 Hours/6 days
Years 25 and beyond	200 Hours/25 days	56 Hours/7 days

Accumulation:

a. A 12-month CE may carryover up to 104 total hours of vacation each fiscal year. Vacation hours in excess of 104 hours shall be forfeited at the end of each fiscal year. 12-month CEs shall forfeit any accrued and unused vacation time upon termination or retirement. No compensation shall be paid for unused vacation leave balances.
    i. Sharon Thiel shall accrue two hundred forty (240) hours of vacation per year prorated at the percentage FTE.

b. A 9-month CE shall not carryover any vacation hours. Any unused vacation hours shall be forfeited at the end of each fiscal year. 9-month CEs shall forfeit any accrued and unused vacation time upon termination or retirement. No compensation shall be paid for unused vacation leave balances.

C. EMPLOYEE SAFE AND SICK TIME LEAVE

1) **Employee Safe and Sick Time (ESST) Leave Earned**:
   9 and 12-month full-time CEs will be granted the following hours of ESST leave at the start of each school/fiscal year (whichever is appropriate). Part-time 12-month CEs working at least one thousand forty (1,040) hours annually and part-time 9-month CE's working at least seven hundred twenty (720) hours annually shall receive prorated ESST Leave based on the CEs FTE percentage. 12-month CEs working less than one thousand forty (1,040) hours annually and 9-month CEs working less than seven hundred twenty (720) hours annually shall receive one (1) hour of ESST leave for every thirty (30) hours worked.

Employee Category	12-month	9-month
ESST Leave (Hours)	96 Hours	72 Hours

2) **ESST Leave Uses:**
   CEs may use ESST leave in accordance with M.S. 181.9447, Subd.1. Pursuant to M.S. 181.9447, a CE may use his or her accumulated ESST leave and the FED limits use as permissible.
3) **Accumulation:**
   ESST leave hours may accumulate to a maximum of nine hundred sixty (960) hours. Annually, employees accumulating days above the maximum shall receive payment into their post-employment HRA account or 403(b) account, at the choice of the CE, of the excess hours at the CE's hourly rate of pay. The amount the FED will contribute to the post-employment HRA account or 403(b) account for each CE will be capped at a lifetime maximum of three thousand five hundred ($3,500) dollars. 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 ESST leave pay. The final determination as to the eligibility of a CE for ESST leave is reserved to the FED. In the event that a medical statement will be required; the CE will be so advised in writing.
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 CEs accrued ESST leave balance shall be kept available as applicable with ESST law. Terminated CE ESST balances shall be forfeited after one hundred eighty (180) days or as applicable by ESST law, whichever is later.

D. COMPENSATORY TIME LEAVE

CE's are encouraged to use all compensatory time accrued by the end of each fiscal year. Compensatory leave balances shall be used prior to use of vacation leave. All unused compensatory leave balances and any compensatory time accrued during the final week of the fiscal year shall be paid at the overtime rate pursuant to Section 5, C.

E. DISCRETIONARY LEAVE WITH PAY

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 CE's ESST leave accumulation. The FED reserves the right to refuse to grant an employee discretionary leave.

F. 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, a CE 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.

G. BEREAVEMENT

Subject to the discretion of the Superintendent, up to five (5) days of leave may be allowed, the days to be deducted from ESST leave, for death in a CE's Family Member as defined in Section 3.

H. INCLEMENT WEATHER-RELATED ABSENCES

In the event of school closures, late starts, and early outs, 12-month CEs are expected to meet their assigned work hours. Assignment location (office or remote) adjustments may be approved at the discretion of the Superintendent or the CE's Supervisor as requested. CEs may use applicable leave balances. 9-month CEs shall not be required to makeup missed time during school closures, late starts, and early outs, but shall follow the assigned school calendar.

I. 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 pursuant to section 8 of this agreement. 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.

J. MINNESOTA PAID FAMILY AND MEDICAL LEAVE (PFML)

Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protections to eligible CEs, as prescribed in Minnesota Statutes, chapter 268B. The Employer will provide a legally compliant program for participation. When this program is implemented, CEs shall follow the process prescribed by the Employer to request leave. Upon implementation, as prescribed by statute, the FED will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota or a private provider. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the FED paying fifty percent (50%). CEs may opt to use available leave to supplement the partial wage replacement benefits received from the Minnesota Paid Leave program. Total compensation received may not exceed the CE's regular wages. Leaves qualifying under both FMLA and Minnesota PFML shall be designated by the Employer to run concurrently to the fullest extent permitted by law.

K. JURY DUTY

The FED shall pay a CE's full hourly rate of pay during any jury duty related absences provided that the CE agrees to return to the FED all wages received for serving on jury duty. A CE is not required to return to the FED any expense reimbursements (ex. mileage and meals) from serving on jury duty. A CE is responsible to report the occurrence of jury duty days to the CE's immediate supervisor.

L. OTHER ABSENCES

If a CE will not be available for work on any work day, the CE shall verbally report the absence to his or her supervisor(s)/designees and submit the absence through FED payroll procedures.

SECTION 9. PERSONNEL FILES

These files shall be kept in the Business Office.. 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 10. 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. The FED reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action.

SECTION 11. 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
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, Superintendent, 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 12. 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. Modifications to this policy shall be posted on the FED website. Nothing in these Personnel Policies shall be construed to obligate the FED to continue or discontinue existing or past practices.

Schedule A – Fiscal Year 2027 Pay Rates

Effective: 07/01/2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
25	$ 47.25	$ 47.98	$ 48.71	$ 49.45	$ 50.20	$ 50.96	$ 51.74	$ 52.52	$ 53.32	$ 54.03	$ 54.79	$ 55.54	$ 56.30	$ 57.06
24	$ 44.46	$ 45.14	$ 45.82	$ 46.50	$ 47.19	$ 47.90	$ 48.61	$ 49.33	$ 50.06	$ 50.72	$ 51.42	$ 52.12	$ 52.82	$ 53.52
23	$ 42.09	$ 42.72	$ 43.34	$ 43.99	$ 44.63	$ 45.29	$ 45.97	$ 46.65	$ 47.35	$ 47.96	$ 48.61	$ 49.27	$ 49.93	$ 50.58
22	$ 39.99	$ 40.57	$ 41.15	$ 41.75	$ 42.36	$ 42.97	$ 43.58	$ 44.20	$ 44.83	$ 45.40	$ 46.01	$ 46.62	$ 47.22	$ 47.83
21	$ 38.28	$ 38.83	$ 39.38	$ 39.93	$ 40.49	$ 41.04	$ 41.61	$ 42.19	$ 42.77	$ 43.31	$ 43.87	$ 44.43	$ 44.99	$ 45.55
20	$ 36.58	$ 37.10	$ 37.60	$ 38.13	$ 38.65	$ 39.17	$ 39.71	$ 40.26	$ 40.81	$ 41.30	$ 41.83	$ 42.36	$ 42.89	$ 43.41
19	$ 35.23	$ 35.70	$ 36.18	$ 36.67	$ 37.15	$ 37.65	$ 38.15	$ 38.67	$ 39.18	$ 39.65	$ 40.14	$ 40.64	$ 41.13	$ 41.62
18	$ 33.92	$ 34.37	$ 34.82	$ 35.28	$ 35.75	$ 36.22	$ 36.70	$ 37.20	$ 37.69	$ 38.13	$ 38.60	$ 39.07	$ 39.54	$ 40.01
17	$ 32.67	$ 33.09	$ 33.51	$ 33.94	$ 34.37	$ 34.82	$ 35.25	$ 35.68	$ 36.13	$ 36.55	$ 36.98	$ 37.42	$ 37.85	$ 38.28
16	$ 31.42	$ 31.82	$ 32.22	$ 32.63	$ 33.04	$ 33.46	$ 33.86	$ 34.27	$ 34.69	$ 35.09	$ 35.50	$ 35.91	$ 36.32	$ 36.73
15	$ 30.23	$ 30.61	$ 30.97	$ 31.35	$ 31.73	$ 32.09	$ 32.47	$ 32.84	$ 33.23	$ 33.59	$ 33.97	$ 34.34	$ 34.72	$ 35.09
14	$ 29.06	$ 29.39	$ 29.74	$ 30.09	$ 30.44	$ 30.80	$ 31.16	$ 31.51	$ 31.88	$ 32.22	$ 32.57	$ 32.92	$ 33.27	$ 33.63
13	$ 27.86	$ 28.18	$ 28.49	$ 28.83	$ 29.17	$ 29.52	$ 29.89	$ 30.25	$ 30.63	$ 30.94	$ 31.28	$ 31.63	$ 31.98	$ 32.32
12	$ 26.71	$ 27.02	$ 27.32	$ 27.62	$ 27.91	$ 28.20	$ 28.48	$ 28.76	$ 29.05	$ 29.35	$ 29.65	$ 29.94	$ 30.23	$ 30.52
11	$ 25.86	$ 26.13	$ 26.38	$ 26.65	$ 26.93	$ 27.21	$ 27.48	$ 27.75	$ 28.03	$ 28.29	$ 28.57	$ 28.84	$ 29.11	$ 29.38
10	$ 24.89	$ 25.16	$ 25.42	$ 25.71	$ 25.99	$ 26.28	$ 26.58	$ 26.88	$ 27.19	$ 27.45	$ 27.73	$ 28.02	$ 28.31	$ 28.60
9	$ 23.98	$ 24.22	$ 24.48	$ 24.74	$ 25.00	$ 25.28	$ 25.54	$ 25.79	$ 26.06	$ 26.32	$ 26.58	$ 26.84	$ 27.10	$ 27.36
8	$ 23.06	$ 23.30	$ 23.54	$ 23.77	$ 24.01	$ 24.26	$ 24.49	$ 24.73	$ 24.98	$ 25.21	$ 25.45	$ 25.69	$ 25.93	$ 26.17
7	$ 22.00	$ 22.21	$ 22.43	$ 22.65	$ 22.88	$ 23.12	$ 23.34	$ 23.57	$ 23.80	$ 24.02	$ 24.25	$ 24.47	$ 24.70	$ 24.93
6	$ 20.94	$ 21.12	$ 21.32	$ 21.53	$ 21.73	$ 21.95	$ 22.15	$ 22.35	$ 22.57	$ 22.77	$ 22.97	$ 23.18	$ 23.38	$ 23.59
5	$ 19.99	$ 20.17	$ 20.35	$ 20.54	$ 20.72	$ 20.89	$ 21.07	$ 21.26	$ 21.44	$ 21.62	$ 21.80	$ 21.98	$ 22.16	$ 22.34
4	$ 19.03	$ 19.19	$ 19.37	$ 19.54	$ 19.71	$ 19.89	$ 20.05	$ 20.21	$ 20.38	$ 20.56	$ 20.73	$ 20.89	$ 21.06	$ 21.23
3	$ 18.09	$ 18.24	$ 18.38	$ 18.54	$ 18.70	$ 18.87	$ 19.02	$ 19.17	$ 19.32	$ 19.48	$ 19.64	$ 19.80	$ 19.95	$ 20.11
2	$ 17.13	$ 17.27	$ 17.41	$ 17.54	$ 17.68	$ 17.82	$ 17.95	$ 18.08	$ 18.21	$ 18.35	$ 18.48	$ 18.62	$ 18.75	$ 18.89
1	$ 16.20	$ 16.30	$ 16.42	$ 16.54	$ 16.67	$ 16.80	$ 16.93	$ 17.06	$ 17.18	$ 17.30	$ 17.42	$ 17.55	$ 17.67	$ 17.80

Schedule B – Fiscal Year 2028 Pay Rates

Effective: 07/01/2027

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
25	$ 48.33	$ 49.08	$ 49.83	$ 50.59	$ 51.36	$ 52.14	$ 52.93	$ 53.73	$ 54.54	$ 55.27	$ 56.05	$ 56.82	$ 57.60	$ 58.37
24	$ 45.48	$ 46.18	$ 46.87	$ 47.57	$ 48.28	$ 49.00	$ 49.73	$ 50.47	$ 51.21	$ 51.89	$ 52.60	$ 53.32	$ 54.03	$ 54.75
23	$ 43.05	$ 43.70	$ 44.34	$ 45.00	$ 45.66	$ 46.33	$ 47.02	$ 47.73	$ 48.44	$ 49.06	$ 49.73	$ 50.40	$ 51.07	$ 51.75
22	$ 40.91	$ 41.50	$ 42.10	$ 42.71	$ 43.33	$ 43.96	$ 44.58	$ 45.22	$ 45.86	$ 46.45	$ 47.07	$ 47.69	$ 48.31	$ 48.93
21	$ 39.16	$ 39.72	$ 40.28	$ 40.84	$ 41.42	$ 41.99	$ 42.57	$ 43.16	$ 43.76	$ 44.30	$ 44.88	$ 45.45	$ 46.02	$ 46.60
20	$ 37.43	$ 37.95	$ 38.47	$ 39.01	$ 39.54	$ 40.08	$ 40.62	$ 41.19	$ 41.75	$ 42.25	$ 42.79	$ 43.33	$ 43.87	$ 44.41
19	$ 36.04	$ 36.52	$ 37.01	$ 37.51	$ 38.01	$ 38.51	$ 39.03	$ 39.56	$ 40.09	$ 40.56	$ 41.06	$ 41.57	$ 42.08	$ 42.58
18	$ 34.70	$ 35.16	$ 35.62	$ 36.09	$ 36.57	$ 37.05	$ 37.55	$ 38.05	$ 38.56	$ 39.00	$ 39.49	$ 39.97	$ 40.45	$ 40.93
17	$ 33.42	$ 33.85	$ 34.28	$ 34.72	$ 35.16	$ 35.62	$ 36.06	$ 36.50	$ 36.96	$ 37.39	$ 37.83	$ 38.28	$ 38.72	$ 39.16
16	$ 32.15	$ 32.55	$ 32.96	$ 33.38	$ 33.80	$ 34.23	$ 34.64	$ 35.06	$ 35.49	$ 35.90	$ 36.32	$ 36.74	$ 37.15	$ 37.57
15	$ 30.93	$ 31.31	$ 31.69	$ 32.07	$ 32.46	$ 32.83	$ 33.21	$ 33.60	$ 33.99	$ 34.37	$ 34.75	$ 35.13	$ 35.51	$ 35.90
14	$ 29.73	$ 30.07	$ 30.42	$ 30.78	$ 31.14	$ 31.51	$ 31.87	$ 32.24	$ 32.61	$ 32.96	$ 33.32	$ 33.68	$ 34.04	$ 34.40
13	$ 28.50	$ 28.83	$ 29.15	$ 29.50	$ 29.84	$ 30.20	$ 30.58	$ 30.95	$ 31.33	$ 31.65	$ 32.00	$ 32.36	$ 32.71	$ 33.07
12	$ 27.32	$ 27.64	$ 27.95	$ 28.26	$ 28.55	$ 28.85	$ 29.14	$ 29.42	$ 29.72	$ 30.03	$ 30.33	$ 30.63	$ 30.92	$ 31.22
11	$ 26.45	$ 26.73	$ 26.99	$ 27.27	$ 27.55	$ 27.84	$ 28.11	$ 28.39	$ 28.67	$ 28.95	$ 29.22	$ 29.50	$ 29.78	$ 30.06
10	$ 25.46	$ 25.74	$ 26.00	$ 26.30	$ 26.58	$ 26.88	$ 27.19	$ 27.50	$ 27.82	$ 28.08	$ 28.37	$ 28.67	$ 28.96	$ 29.25
9	$ 24.53	$ 24.78	$ 25.04	$ 25.31	$ 25.57	$ 25.86	$ 26.12	$ 26.39	$ 26.66	$ 26.92	$ 27.19	$ 27.46	$ 27.73	$ 27.99
8	$ 23.59	$ 23.84	$ 24.08	$ 24.32	$ 24.56	$ 24.81	$ 25.06	$ 25.30	$ 25.55	$ 25.79	$ 26.03	$ 26.28	$ 26.52	$ 26.77
7	$ 22.51	$ 22.72	$ 22.94	$ 23.18	$ 23.41	$ 23.65	$ 23.88	$ 24.11	$ 24.35	$ 24.57	$ 24.81	$ 25.04	$ 25.27	$ 25.50
6	$ 21.42	$ 21.60	$ 21.81	$ 22.02	$ 22.23	$ 22.45	$ 22.66	$ 22.87	$ 23.09	$ 23.29	$ 23.50	$ 23.71	$ 23.92	$ 24.13
5	$ 20.45	$ 20.64	$ 20.82	$ 21.01	$ 21.20	$ 21.37	$ 21.56	$ 21.75	$ 21.93	$ 22.12	$ 22.30	$ 22.49	$ 22.67	$ 22.86
4	$ 19.47	$ 19.64	$ 19.81	$ 19.99	$ 20.16	$ 20.35	$ 20.52	$ 20.68	$ 20.84	$ 21.03	$ 21.20	$ 21.38	$ 21.55	$ 21.72
3	$ 18.50	$ 18.66	$ 18.80	$ 18.96	$ 19.13	$ 19.31	$ 19.46	$ 19.61	$ 19.77	$ 19.93	$ 20.09	$ 20.25	$ 20.41	$ 20.57
2	$ 17.52	$ 17.67	$ 17.81	$ 17.94	$ 18.09	$ 18.23	$ 18.36	$ 18.49	$ 18.62	$ 18.77	$ 18.91	$ 19.04	$ 19.18	$ 19.32
1	$ 16.57	$ 16.68	$ 16.80	$ 16.92	$ 17.05	$ 17.18	$ 17.32	$ 17.45	$ 17.58	$ 17.70	$ 17.83	$ 17.95	$ 18.08	$ 18.21