Independent School District 284

Wayzata, Minnesota

UNAFFILIATED EMPLOYEE HANDBOOK

Levels 9

Effective July 1, 2026 through June 30, 2027

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Section 1- General Information

This handbook is meant strictly for information purposes regarding the employee's employment with the District. It does not imply any continuing contract rights. Nothing in this handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Except for employees who are required to be licensed by the Minnesota Department of Education to perform their duties and thus fall within the definition of a "teacher" for purposes of Minnesota Statutes Section 122A.40, all employees covered by this handbook are at-will employees and such employment-at-will may be terminated at the will of either the employer or the employee. The employee handbook is not an implied or expressed employment contract. Existing policy and law will prevail over any inadvertent errors in the following text.

THIS POLICY HANDBOOK IS NOT AN EMPLOYMENT CONTRACT.

Purpose

The purpose of this handbook is to highlight information that will be useful and helpful to you. This handbook has been prepared to answer your general questions and to direct you to those individuals who can provide more specific and detailed explanations. In this handbook you will find information pertaining to compensation, benefits and programs with which you should be familiar.

If you have any questions regarding information included in this handbook, please call the Human Resource Services Office at 763-745-5013.

Mission Statement

The mission of Wayzata Public Schools is to ensure a world-class education that prepares each and every student to thrive today and excel tomorrow in an ever changing global society.

Equal Employment Opportunity

The Wayzata School District recognizes the right of all employees and job applicants to be recruited, hired, trained and promoted in all job classifications free from discrimination based on race, color, creed, religion, national origin, gender or sexual orientation, marital status, disability, age, or status with regard to public assistance. The complete Board Policy is available for review on the District's website.

Photo Identification Badge

All employees will be issued a photo identification badge at the time of hire. Badges should be worn at all times while on District property. Should your employment with the District end, you are required to return your name badge to your supervisor.

Child Abuse/Neglect

The State of Minnesota requires that school personnel who know or have reason to believe a child is being neglected or physically or sexually abused shall report the information to the proper authorities. School personnel are mandated to report women who are pregnant and who

are known or believed to be using a controlled substance. The law provides legal immunity for all reports of suspected abuse made in good faith. Failure to report is a misdemeanor. The complete regulation is available for review on the District's website.

Offensive Behavior/Sexual Harassment and Violence Policy

It is the policy of Independent School District 284 (the "District") to encourage and maintain a learning environment for students and personnel that is free from offensive behavior. (For the purpose of this policy, "personnel" includes teachers, administrators, board members, agents, staff, independent contractor(s), volunteer(s), or any person subject to the supervision or control of the District). Offensive behavior includes but is not limited to inappropriate remarks or conduct related to a person's race, color, creed, religion, national origin, sex or sexual orientation, marital status, disability, age, or status with regard to public assistance and includes sexual harassment. Offensive behavior also includes violent behavior.

One specific form of illegal offensive behavior is sexual harassment. Sexual harassment means unwelcome sexual advances, requests for sexual favors, other verbal, physical, or written conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or advancement, or of a student's education or participation in school programs or activities.

2. Submission to or rejection of such conduct by an employee or student is used as the basis for decisions affecting the individual's employment or education.

3. Such conduct has the purpose of effect or unreasonably interfering with an employee's or student's performance or creating an intimidating, hostile, or offensive work or learning environment.

4. If you believe you or someone you know has been a victim of offensive behavior, sexual harassment or violence by a student or an employee, you should report the incident. You do not have to file charges or confront the harasser for action to be taken. If you are unsure about what to do or if you just want to talk to someone about it, seek out a staff member, counselor, social worker or administrator. Your concerns or complaints will be relayed to the District Human Rights Officer whether or not further action is necessary. Your concerns or complaint will be kept confidential to the extent legally possible and your submission of a complaint will not affect your future employment, grades or work assignment.

Personnel, students, and citizens should understand that this policy applies to each and every student, employee, and citizen of the school District, including all full-time, part-time, and temporary employees and volunteers.

All personnel must operate with total integrity to create an environment free of discrimination and other inappropriate behaviors. Each supervisor shall be responsible for promoting understanding and acceptance of and ensuring compliance with state and federal laws, Board policy and procedures governing offensive behavior and sexual harassment within his or her school or office.

Violations of this policy or procedures will not be tolerated. Offensive behavior will be cause for immediate and strict disciplinary action up to and including discharge for staff and up to and including expulsion for students. You should contact the building administrator, social worker, or counselor to report offensive behavior.

In addition, you may contact District 284 Human Rights Officer: David Lutz 763-745-5014

State law gives you the right to file a charge of discrimination with the Minnesota Department of Human Rights, 190 East 5th Street, Corps of Engineers Center, Suite 700, St. Paul, MN 55101, telephone: 651-296-5663. Both the School District's policy and state law prohibit reprisals or retaliation against you for reporting sexual harassment.

Section 2 - Employment Compensation

Basic Salary

Salary shall be based on administrative procedures for evaluating employee performance and shall be within the financial guidelines established by the School Board. Initial salary shall be determined by mutual agreement between the employee and the Employer. Salary adjustments may be made on an annual basis and will be effective July 1 through June 30. Salary adjustments will be based on the employee's performance as determined by their supervisor. Employees must work a minimum of 1,040 hours per year to advance a performance increment. If an employee works less than 1,040 hours per year, the employee's annual hours will be added together until they reach a minimum of 1,664 hours. The performance increment will occur the following July 1.

Daily rate of pay is calculated utilizing the following formula: annual salary ÷ (contracted weeks x 5 days) = daily rate of pay. Ex. $50,000 ÷ (52 x 5) = $192.31.

Full-time Employee: An employee regularly employed and scheduled to work a minimum of eight (8) hours per day for two-hundred sixty (260) days per year. **Part-time** Employee: An employee regularly employed and scheduled to work less than eight (8) hours per day or for fewer than two-hundred sixty (260) days per year.

Career Increment

A full-time Unaffiliated Level 9 employee in their eighth (8th) year of employment under the service of an Unaffiliated handbook shall be entitled to a $3,000 annual career increment payment.

Work Determination

The normal work week shall be Monday through Friday. Exceptions to this work week may be set for certain employees. The specific number of weeks and hours shall be set by the employee's supervisor.

Work From Home

While in-person presence remains the standard expectation for all Unaffiliated employees, the District recognizes that certain circumstances may warrant a remote workday. Employees may request their supervisor to approve an occasional day for remote work. Employees must receive prior approval from their direct supervisor, and all district expectations related to confidentiality, productivity, and availability during working hours continue to apply.

Snow Days and Emergency Closings

On snow days or emergency closings, employees may report to work or work from home; the determination of whether it is practical, reasonable, or safe to report to work is left to the judgment of the individual employee and their supervisor. Reporting for work on a snow day or emergency closing is done on an honor system and employees are expected to report for work for all or part of their regular shift as they deem possible. No sick leave, personal day, or vacation day will be charged against an employee for failure to report on such a day.

Vacation Days

Vacation is earned on an annual basis beginning July 1. Unaffiliated Level 9 earn twenty-five (25) days of vacation at the time of hire.

All vacation days scheduled must be approved by the immediate supervisor.

Vacation day account balances will be listed on the employee online system. Employees may carry over a maximum of 10 days of their annual accrual. If an exception is needed, please see Human Resources.

In addition, to the extent permitted by law, employees may elect for up to five (5) days of unused vacation annually to be paid to the Health Care Savings Plan (HCSP) established by the Minnesota State Retirement Systems (MSRS).

The District will verify the unused days and determine the number eligible for conversion. Verification of these unused days will be determined by the absence reports submitted through Skyward to Payroll.

At the time of leave of absence, resignation, termination or discharge of an employee their annual vacation days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Upon retirement, resignation, termination, or dismissal employees will be paid for earned, unused vacation/non-work days to a maximum of 35 days.

Holidays

Salary includes the holidays set by the Employer. Refer to the annual school calendar for dates.

Section 3 - Leaves and Absences

The Employer provides the following leaves. Employees must submit absence requests via the Skyward System.

Sick Leave

In conjunction with the long-term disability coverage provided, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Employees shall receive a one time leave allowance of 35 days in addition to the amount granted below. Paid sick leave shall be earned each year according to the following schedule: Paid sick leave shall be earned each year at 16 days/year. Sick leave for employees scheduled to work less than 52 weeks will be prorated based on the 52 week employee sick leave.

Sick leave not used during any school year may accumulate up to a total of two hundred sixty (260) days.

The District will comply with all applicable state and federal laws regarding earned sick and safe time (ESST), including the provisions outlined in **Minnesota Statutes § 181.9445–181.9448**. Employees may use sick leave for reasons and individuals as permitted under these laws.

The District will provide annual communication to employees outlining who qualifies as an eligible family member under ESST.

At the time of leave of absence, resignation, termination or discharge of an employee their annual sick days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Bereavement Leave

An employee shall be granted up to five (5) days paid leave without a deduction from accumulated sick leave, per incident, during the scheduled work year due to death of an immediate family member. An employee's immediate family is defined as parents, children, grandparents, grandchildren, siblings, sibling's spouse, spouse/partner, spouse's/partner's parents, and spouse's/partner's siblings. This definition also includes a relative or close friend normally living in the employee's household. Any additional days granted at the discretion of the Employer will be deducted from accumulated sick leave.

An employee may apply up to three (3) days of accumulated sick leave benefits toward an absence during their basic work year due to the death of other relatives or close friends.

Personal Leave

Each employee will earn up to two (2) days of leave during each basic school year for absence required for the transaction of personal business which cannot be completed outside the normal school day and will be prorated in proportion to time worked. This leave may accrue to a maximum of three (3) days. Requests for such leave shall be submitted for approval through Skyward business at least three (3) duty days in advance, except for emergency situations.

Short-Term Professional Leave

Short-term professional leaves may be granted at the discretion of the Employer.

Sabbatical Leave

Qualified employees are eligible for sabbatical leave upon approval by the Employer. Sabbatical leaves may be approved for graduate study in an area related to the employee's assignment or for other non-paid activities which would advance the employee's skills in his or her assignment. To be eligible for sabbatical, the employee shall have completed at least six (6) years of employment in the District since the initial date of employment or the end of the last sabbatical leave. Each leave will normally be for the full basic school year and with sixty-five percent (65%) salary, payable in 24 installments upon written agreement that the employee shall return for two years following the sabbatical leave. An employee may choose instead to take 82.5% of salary for the sabbatical leave year and 82.5% of salary for the succeeding school year. All applications will be reviewed by the Human Resource Committee, and the recommendations made by the Superintendent to the Board of Education, based on the premise that each leave will result in a distinct contribution to the school system which could not be accomplished without such leave.

Applications for sabbatical leave must be submitted at least six (6) months preceding the onset of such leave.

Military Leave

Leave of absence for military service will be granted in accordance with all requirements of federal and state law.

Child Care Leave

An employee who has been continuously employed for a period of at least one (1) full year prior to the time that the leave of absence is to become effective may be granted a leave of absence without pay for a period of up to twelve (12) months for the purpose of providing full-time care for a newborn or newly adopted child or children.

An employee may utilize accumulated sick leave up to a maximum of twelve weeks (60 scheduled work days) for child care leave. Written application for such leave shall be submitted to the Superintendent at least four (4) months prior to the effective date of such leave.

An employee may utilize accumulated sick leave up to a maximum of twelve weeks (60 scheduled work days) for care of a newly adopted child(ren).

A child care leave shall be for the period approved by the Employer in consultation with the employee. The Employer may adjust the proposed beginning or ending date of a family leave so the dates of leave coincide with a natural break in the school year.

Special Leave Without Pay

Special leaves without pay may be granted at the discretion of the Employer.

Fringe Benefits During Leave

An employee on non-paid leave of absence shall remain eligible for all employee benefit plans according to State and Federal continuation guidelines except income protection insurance, but must pay the entire premium while on leave. An employee on paid leave of absence shall remain eligible for all employee benefit plans, and benefit coverage based upon income shall be based upon the salary such employee would ordinarily have received without the leave of absence.

For an employee who qualifies under the Family Medical Leave Act, leave will be granted in accordance with all requirements of federal and state law. (See Appendix A)

Workers' Compensation

Workers' Compensation benefits, which are specified by law, are provided to protect employees in the event of a work-related injury or illness resulting in medical care and/or loss of time from work.

An employee receiving compensation under the Workers' Compensation Act may elect to apply accumulated sick leave credits in order to make up the difference between the workers' compensation payments and such employee's basic salary. Deductions from sick leave will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly, or monthly compensation in excess of such employee's basic salary.

In order to avoid possible delays in processing workers' compensation claims, it is very important that all work-related injuries are reported immediately. A First Report of Injury must be completed and submitted within 24 hours after the injury by calling 1-844-847-8708.

Jury Duty

For any employee who is required to serve as a juror, the Employer will make up the difference between such employee's basic salary and the fees received by the employee (less unreimbursed expenses actually incurred during jury service, such as mileage, parking, and meals). In order to be eligible for this supplement, the employee must submit to the payroll office a photocopy of payments received and receipts for parking and meals. Advance notice to the Employer is required for absence due to jury duty to permit the scheduling of a substitute if necessary. An employee is also required to notify the Employer immediately upon being excused from jury duty.

Professional Organizations/Professional Development

The District encourages employees to continue their professional development. Reimbursement for expenses incurred in the attendance of local, state or national meetings/conventions, higher education coursework and/or professional dues shall be subject to supervisor approval and shall be within the budget established for such purposes.

Section 4 - Benefits

Participation in the benefit programs shall be voluntary. Coverage shall be available from the first day of employment but shall be effective only upon completion of the enrollment process. Each employee enrolled under the plan shall contribute through payroll deduction the excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which such employee is enrolled.

Group Benefit Policies

The Employer shall provide the group benefit policies described in this handbook. It is understood and agreed that these provisions are merely descriptive of the coverage provided, and that the eligibility of an employee for benefits shall be governed by the terms of the master benefit contracts in force between the Employer and the insurers providing such coverage.

It is further agreed that the Employer's only obligation under the policies described is to make the premium payments as provided in this handbook, and no claims shall be made against the Employer in the event of a denial of benefits by a plan carrier.

Hospitalization and Medical Coverage

Each spring, prior to the beginning of a new benefits plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. The District's contribution towards hospitalization/medical coverage will be as follows per month and per plan for the 2026-27 fiscal year.

High Deductible Health Plan + VEBA Contribution

Single Plan $885.75 and $60 VEBA Contribution	Plan 1+1 Plan $1,647.65 and $120 VEBA Contribution	Family Plan $1,963.70 and $180 VEBA Contribution

Low Deductible Health Plan (No VEBA Contribution)

Single Plan $885.75	Plan 1+1 Plan $1,647.65	Family Plan $1,963.70

In the event of the death of an active employee, the Employer will continue to pay the appropriate premium for continued hospital/medical coverage for the surviving spouse/eligible dependent child for a period of twelve (12) months.

Dental Coverage

The Employer shall contribute the total monthly premium for each employee enrolled in individual employee, 1+1 or family coverage under the plan.

Life Coverage

Each full-time employee is eligible for a group term life policy in an amount equal to two times such employee's annual basic salary rounded to the next one thousand dollars ($1,000). The Employer pays the full premium for such coverage. The group term life policy will include double indemnity for accidental death.

The Employer agrees to make available a voluntary supplemental group term life policy at the expense of the individual employee. The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplemental coverage increase the premium for the basic coverage provided by the Employer. Voluntary coverage requested by an employee shall be paid through payroll deductions.

Long-Term Disability Coverage

The Employer will pay the total premium for each full-time employee in the long-term disability plan with no limit on the maximum salary covered.

Benefit Continuation

By Federal law, if you lose your coverage under a health plan with the Employer due to a reduction in your hours of employment or the termination of your employment (unless due to gross misconduct), you may continue your health coverage for a specified period of time. Your continuation coverage would be identical to the coverage you had while employed. If your work hours are reduced or your employment is terminated, you may continue the coverage for up to 18 months after coverage would normally end. You would be responsible for paying the full group premium plus a 2% administration fee.

Under Minnesota Statute 471.61, subdivision 2b, Benefit Continuation, a former employee and employee's dependents are allowed to continue to participate in the employer-sponsored hospital, medical, and dental plans that the employee participated in immediately before retirement under certain conditions. By paying their own premiums, eligible retired employees may continue to receive hospital/medical and/or dental coverage even if the retiree is not eligible for District contributions.

If you do not choose continuation coverage, your group health coverage would be discontinued at the end of the month in which employment ends.

Flexible Benefit Plan

This plan permits you to set aside money from your before-tax income which you can later use to pay for certain health care and dependent care expenses. As a result your taxable income is reduced thereby saving you tax dollars and increasing your take home pay.

An enrollment opportunity will be held each May for the plan year beginning July 1.

Employee Well-Being Program

Our Well-being Program includes dedicated, master's licensed Well-being Advisor(s) and the traditional employee assistance program (EAP). All employees have access to both of these offerings. Contact the Well-being Advisors at advisors@wpswellbeing.com.

The EAP resources may be accessed at www.niseap.com, Login: NISEAP Password: EAP; or by calling 866-451-5465.

Section 5 - Tax-Sheltered Annuities - 403(b) Plan

A 403(b) Plan shall be available to all employees. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the calendar year. Approved SRAs will be implemented no later than thirty (30) days following submission of the SRA.

For each employee the Employer will match the contributions of such employees to a 403(b) Plan or a Minnesota deferred compensation plan, subject to maximum contribution by the Employer of six (6%) percent of such employee's basic salary. Any dollar amount that exceeds the amount allowed by the State of Minnesota or IRS regulations will be deposited into the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP). The HCSP contribution in this instance will be a District contribution only, and will not include an employee contribution

Special Pay Plan Sick Leave Conversion. Once each Contract year, the School District will provide a sick leave conversion contribution to the employee's 403(b) plan for up to 10 unused sick leave days. Payment will be made during the first pay period following the Contract year or as soon thereafter as possible. The payment will be based on the employee's daily rate of base annual salary for the given contract year.

All employee and Employer contributions to 403(b) Plan and deferred compensation must be within the limits specified by law.

NOTE: The SRA must be completed on-line and submitted to the Payroll Department.

Section 6 - Retirement Pay

Section 6 will apply only to employees whose service with the School District has been full-time and continuous as defined by this Agreement and whose service began prior to June 30, 2018. For employees whose employment with the School District began after this date, the provisions of

this Section will not be applicable.

Retirement Benefits

To be eligible for retirement health and dental benefits, the retiring employee must have attained the age of fifty-five (55) or meets the "Rule of 90" eligibility rules under PERA or TRA as of the effective date of retirement and have completed ten (10) years of continuous service to the District in a position eligible for Level 4-9 benefits.

The District will contribute an amount into the Minnesota State Retirement System Health Care Savings Plan as follows.

The District will deposit into a Minnesota State Retirement System Health Care Savings Plan the equivalent of one thousand (1,000) dollars per month for the time between retirement and age-qualified Medicare eligibility. The entire amount will be calculated and deposited within sixty (60) days of retirement. The contribution will not exceed a period of ten (10) years.

The District will contribute up to $120 per month towards the full premium for dental coverage up to age-qualified Medicare eligibility. The Employer contribution towards dental coverage shall terminate at age-qualified Medicare eligibility.

Benefits available under the hospital/medical plans shall be coordinated with any government-provided benefits (such as Medicare) when eligible to do so to provide the same total benefits available to similar employees actively at work.

The Employer contribution to hospital/medical coverage shall terminate at age qualified Medicare eligibility. The Employer contribution towards dental coverage shall terminate at age-qualified Medicare eligibility. By paying their own premiums, retired employees may continue to receive hospital/medical and/or dental coverage even if the retiree is no longer eligible for District contributions.

Benefits under the term life policy shall be based on the last annual salary of the retired employee. Life coverage shall terminate at the end of the month in which the retired employee attains the age of sixty-five (65), unless the retired employee is a participant in the administrative incentive plan described below.

Certain Employees with board approval shall be eligible for coverage under the school-owned split-dollar Life insurance policy ("SOLI"). If covered under the SOLI, an Employee who at the time of separation from service with the District (a) has completed 10 years or more of service with the District, and (b) is age 55 or more, shall designate the direct and contingent beneficiaries an amount of Net Death Proceeds not to exceed two times (2x) the Employee's compensation at the time of separation from service with the District rounded to the next higher $1,000 increment. The SOLI shall include a double indemnity for accidental death. This coverage shall be effective until the end of the calendar month in which the former Employee reaches age seventy (70). Beginning with the month following the month in which the former Employee reaches seventy (70), the SOLI death benefits reduces to $25,000. An Employee covered under the SOLI cannot be covered under another school sponsored life policy.

In the event of the death of a retired employee, the Employer will continue its contribution for continued dental coverage for the surviving spouse/eligible dependent children for a period of

twelve (12) months or until the date the retired employee would have reached the end of the Employer's contribution period, whichever occurs first. The surviving spouse may, at their own expense, continue participation in the hospital/medical and dental plans beyond the twelve (12) month period.

Section 7 - Payroll

Paydays

Paydays will be the 15th and last day of each month. If the 15th or last day of the month occurs on a Saturday, Sunday, or a bank holiday, the payday will be the preceding work day.

Name or Address Change

If you change your name, address or phone number, you must report it to the District payroll department. In order for payroll to make a name change, you must bring your new social security card to the payroll office. To apply for a new social security card, call 1-800-772-1213. It is important that accurate, up-to-date information is kept, so report changes as soon as possible.

TRA/PERA

As a public employee, you will be a member of either the Teachers Retirement Association (TRA) or the Public Employees Retirement Association (PERA). Your contribution to TRA or PERA is deducted from each paycheck. The District, as your Employer, also contributes to TRA or PERA on your behalf.

If you are interested in obtaining more information on the retirement association, you should contact TRA, 651-296-2409 or PERA, 651-296-7460.

Direct Deposit

The full amount of your net pay will be directly deposited into accounts of your choosing.

Skyward Business

Skyward Business is a website link that allows Wayzata Public School employees to view their own personal payroll information. This is a SECURE (read only, confidential) link available 24 hours a day. It is fast and accurate. All records are fully protected and accessible by a unique login and password.

Appendix A - Family Medical Leave Act

FMLA requires covered employers to provide up to 12 weeks unpaid during a 12 month period, job-protected leave to "eligible" employees for certain family or medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

Reasons for Taking Leave:

Unpaid leave must be granted for any of the following reasons:

• to care for the employee's child after birth, or placement for adoption or foster care;

• to care for the employee's spouse, son or daughter,or parent who has a serious health condition;or

• for a serious health condition that makes the employee unable to perform the employee's job. At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking a leave may be denied if requirements are not met.

• The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."

• An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

• For the duration of FMLA leave, the employer must maintain the employee's health coverage under the Employer’s "group health plan."

• Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

• The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers:

FMLA makes it unlawful for any employer to:

• interfere with, restrain, or deny the exercise of any right provided under FMLA:

• discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

• The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

• An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Appendix B - Sick Leave Accumulation

Staff having thirty (30) or more accumulated sick days may elect to convert sick leave days to cash at $165/day and the following conditions. The District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to cash. This cash payment will be made to an eligible tax deferred plan within 60 days after the end of the fiscal year on the following basis:

For employees who have not participated in sick leave conversion,

Accumulated Sick Leave Amount
30 – 60 days accumulated sick leave 1 day ($165)

60+ days accumulated sick leave 2 days ($330)

90+ days accumulated sick leave 3 days ($495)

120+ days accumulated sick leave 4 days ($660)

For employees who have or are participating in the Sick Leave Conversion:
30 days accumulated sick leave 5 days ($825)

An employee who is at least age fifty-five (55) and has completed a minimum of ten (10) years of service in District level 4-9 capacity, at least eight (8) hours per day and 52 weeks per year, shall receive payment for $165 per day for unused sick leave exceeding 35 days at time of retirement; not to exceed one-half of annual work days. Pay will be distributed to the Minnesota State Retirement System Health Care Savings Plan within 60 days of retirement.