

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Confidential Employees

JULY 1, 2010, THROUGH JUNE 30, 2012
Approved by the School Board August 9, 2010

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 – Basic Services

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 - Duty Year/Work Day

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines. The work day shall be 8 hours/day.

ARTICLE II SALARIES

Section 2.01 - Compensation

The annual salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A and B.

While the District reserves the right to set salaries, it will seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

Section 2.02 – Experience Credit

Individuals employed before January 1st, who are still employed by the District on June 30th, shall for the purposes of salary increases be given credit for (1) year of experience.

Section 2.03 – Longevity

After 6 years of employment:	\$200.00	20 years or more of employment:	\$ 600.00
7-12 years inclusive:	\$300.00	After 30 years' employment:	\$1,100.00
13-19 years inclusive:	\$400.00		

The longevity amounts are on an annual basis and are to be paid in addition to the basic salary. When an employee becomes eligible for longevity pay, the effective date will be either July 1 or January 1, following completion of the required number of years. All longevity pay will be based on the latest hiring date in cases of broken service.

Section 2.04 - Holidays

Employees who work 20 hours or more per week, with a duty year of 50 or more weeks, shall be entitled to the following ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day (if designated as a school holiday), Memorial Day, Christmas Eve Day, and Good Friday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the immediate supervisor.

ARTICLE III
VACATION/LEAVES

Section 3.01 - Vacation

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for vacation.

Vacations for employees working 50 or more weeks per year shall be as follows:

Year of Service in <u>District</u>	Number of Vacation <u>Days</u>
1 - 5	10
6-10	15
11+	20

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1st), however, vacation is considered earned on a monthly basis. Individuals hired after July 1st will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 50 or more weeks per year.

Unused vacation must be taken within one year following the contract year in which it was earned. Vacation use will be as scheduled with and approved by their immediate supervisor.

Payment for unused, earned vacation balances as limited by the previous paragraph will be made by the School District upon termination or separation of employment.

Employees working fewer than 50 weeks per year shall not receive vacation.

Section 3.02 - Sick Leave

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for sick leave.

Employees shall receive sick leave at the rates listed below to a maximum accumulation of 228 days:

Employees working a duty year of less than 50 weeks	10 days/year
Employees working a duty year of 50 weeks or more	12 days/year

Sick leave shall be available to the employee at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an employee for each day of absence due to illness or injury which precludes the employee from performing the duties of his/her position. Any employee who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. Any employee absent more than five (5) consecutive working days must present such certification. If certification is required for an absence of fewer than six (6) days, the District will designate the physician and pay his/her fee. Charges for certification of absences greater than five (5) consecutive working days will be the responsibility of the District unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

A maximum of three days of leave allowance may also be used because of illness, injury or medically necessary appointments of the employee's parent.

There shall be no payment for unused, earned sick leave balances upon termination or separation of employment, for any reason, with the School District.

Section 3.03 – Disaster Leave

The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An

employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

Section 3.04 – Critical Illness/Bereavement Leave

Employees may be allowed up to ten (10) days per year of leave with pay in case of critical illness or death.

1. Bereavement leave may be used in the case of a death in the immediate family (immediate family is interpreted as spouse, children, mother, father, brother, sister, grandparents, grandchildren, or spouse's mother, father, brother, sister, brother-in-law or sister-in-law). Up to two (2) days leave allowance may be used for absence because of the death of friends or relatives outside the immediate family.
2. Critical illness shall mean an illness requiring hospitalization, or requiring medically necessary in home care of a child, spouse or parent, as defined in the Family and Medical Leave Act.

Time off for critical illness/bereavement shall be deducted from unused sick days.

Section 3.05 - Personal Business

The employee shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor. A deduction of these days will be made from sick leave.

Section 3.06 - Leave of Absence Without Pay

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, subject to the requirements of applicable law.

Section 3.07 - Child Care Leave and Adoption Leave

A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.

B. An employee making application for unpaid child care leave shall inform the superintendent in writing of his/her intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances. The superintendent and the employee will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 3.02 is available for any period of disability associated with the pregnancy prior to the commencement of the child care leave.

D. The availability of a suitable replacement may also be considered by the school district in both the granting of a child care leave or the duration of such leave.

E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

- (1) grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.
- (2) permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

F. An employee returning from child care leave shall have a right to return to his or her original position as specified in the employee's child care leave plan if the employee's leave is commenced and concluded within the same fiscal year. If the employee's child care leave plan does not call for his or her return within the fiscal year it is commenced, the employee shall have the right to be returned to an equivalent contractual position, unless such employee has been previously terminated pursuant to the provision of M.S. 122A.40 or such employee has been placed on unrequested leave pursuant to the provisions of M.S. 122A.40.

G. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.

H. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this document at the commencement of the leave. The employee shall accrue additional experience credit or leave time during the period of absence for child care leave only if the leave commences and ends within the same fiscal year.

Section 3.08 – Religious Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made

from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.09 – Judicial Leave

An employee who is called for jury duty shall be compensated for the difference between regular pay and pay received for the performance of such obligation.

Section 3.10 – Superintendent’s Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

Section 3.11. – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. Such leave will be deducted from the employee's sick leave allowance.

ARTICLE IV
INSURANCE

Section 4.01– Insurance Eligibility

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for group insurance coverage.

Section 4.02 – District Obligation

The District’s only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 4.03 - Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The effective date for employer contributions shall be September 1, 2010 for the 2010-11 school year and September 1, 2011 for the 2011-12 school year.

Coverage	Effective September 1, 2010	Effective September 1, 2011
Single	\$459.39	\$ Tied to teacher
Family	\$1,168.69	\$ settlement

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single or family coverage. The effective date for employer contributions shall be September 1, 2010 for the 2010-11 school year and September 1, 2011 for the 2011-12 school year.

Coverage	Effective September 1, 2010	Effective September 1, 2011
Single	\$28.20	\$ Tied to teacher
Family	\$64.34	\$ settlement

Section 4.05- Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$50,000 of coverage for each eligible employee. The eligible employees may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4.06 - Long-Term Disability Insurance

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

Section 4.07 - Liability Insurance

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 - Duration of Insurance Contribution

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under other provisions of this manual. However, the employee may

be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V OTHER BENEFITS

Section 5.01 - Travel

Necessary and approved transportation that is required of the employee in the performance of school duty shall be at the expense of the School District. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

Section 5.02 - Professional Improvement

The employee will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by their immediate supervisor. The School District shall pay for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by their immediate supervisor.

Section 5.03 – Professional Membership Dues

The School District shall pay the annual membership dues for the employee for relevant professional organizations approved by the district.

Section 5.04 - Vandalism Reimbursement

The School District shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

Section 5.06 – Health Reimbursement Account (HRA) Contribution

The School District will make a contribution of \$1,950.00 per school year to the School District's Health Reimbursement Arrangement Plan for each full-time employee. The maximum lifetime contribution that will be made by the School District under this Section 5.06 shall be \$25,000 per eligible employee.

An employee must work a regular schedule of 20 or more hours per week in order to be eligible to receive the HRA Contribution. An employee who begins employment with the district midyear will receive a prorata portion of the HRA Contribution for that school year.

ARTICLE VI

RETIREMENT

Section 6.01 – Retirement Insurance

If the employee retires upon attaining age fifty-five (55) or thereafter and has at least ten (10) years experience in the School District, they may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The employee may continue participation in the District's group term life insurance plan according to provisions of Section 4.05 at the employee's own expense until the employee is eligible for Medicare.

The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as if employed but not more than 80% of the health and hospitalization insurance premium, for six (6) years from the date of retirement.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare. Employees currently retired and their dependents who are eligible for Medicare will be converted to a Medicare supplement policy effective November 1, 2010.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

APPENDIX A

SALARIES AND DUTY YEAR 2010-11

Position	Duty Year	Annual Salary
Administrative Assistant to Superintendent (Delzer)	52 weeks	\$51,478.00
Human Resources Administrative Assistant (Christel)	52 weeks	\$41,339.00

APPENDIX B

**SALARIES AND DUTY YEAR
2011-12**

Position	Duty Year	Annual Salary
Administrative Assistant to Superintendent (Delzer)	52 weeks	\$51,478.00
Human Resources Administrative Assistant (Christel)	52 weeks	\$41,339.00