

**WINONA AREA PUBLIC SCHOOLS
PERSONNEL POLICIES AND BENEFITS
FOR DIRECTORS
EFFECTIVE JULY 1, 2016**

ARTICLE I – DEFINITION OF POLICY

- A. **Employees Covered:** This policy is established to set forth the terms and conditions of employment for the following positions: Director of Human Resources, Director of Learning and Teaching, Director of Finance, Director of Special Education, Director of Information Systems, and Director of Community Education.
- B. **Policy Term and Recognition:** This policy shall be effective on January 1, 2011 and shall remain in effect until modified by the Winona Public School Board. Nothing in this policy shall be construed as a guarantee of continued employment for those covered under this policy. Any and all benefits described in this policy may be altered by individual employment contracts. In such cases where an individual employment contract and this policy differ, the individual employment contract shall supercede.

ARTICLE II - DEFINITION OF EMPLOYMENT STATUS

- A. **Full Time:** Directors employed annually for a number of days equal to or greater than the number of teacher contract days shall be considered full time.
- B. **Fractional Time:** Directors employed annually for a number of days less than the number of teacher contract days shall be considered fractional time.

ARTICLE III –IMPROVEMENT OF TECHNOLOGY AND PROFESSIONAL SKILL

The School Board shall expect the Directors to be up-to-date on the knowledge and technology of the professions.

- A. **Local, State and National Meetings:** The School Board will provide time and funds for directors to attend the appropriate local, state, and national meetings and workshops of their associations and other agencies and groups in accordance with established policy and within the budget limitations.
- B. **Administrative Workshop:** The School District will arrange for an administrative workshop each fall approximately two weeks before the opening of the school year with the expenses paid by the district.

ARTICLE IV – REIMBURSEMENT FOR EXPENSES

It shall be necessary for directors to travel on occasion. Reimbursement will be made by the School District for such authorized travel as follows:

- A. **Out of District Travel:**
1. The mileage reimbursement rate is established by the School Board and generally is set at the rate allowable by the IRS. Hotel, registrations and commercial transportation will be reimbursed at actual cost. Meals shall be reimbursed at the rates detailed in the convention attendance policy of the district.
- B. **In-District Travel:**
1. Director's salaries are have been adjusted to provide for in district travel. No reimbursement shall be made for in district travel.
- C. **National/State Dues and Professional Improvement:** The district may pay the dues of one state professional organization and its national affiliate or the director may opt to have the district pay for membership fees in local or regional professional improvement activities that are beneficial to the accomplishment of the specific responsibilities of the employee. The amount paid for shall be administered by the district and is subject to budget limitations.
- D. **Holidays:** Directors shall have the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 3rd, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve.
- E. **Employment Beyond the Contract Year:**
1. When a director is employed in a mutually agreed-to administrative capacity beyond his/her contract year, compensation for such duties will be computed at a prorated daily rate.

ARTICLE V – STRIKES OR WORK STOPPAGES

Employees covered by this policy, in the event of a strike or work stoppage by other groups of district employees, will consider themselves on duty for the purpose of carrying out board policy and insuring the safety of personnel and property. In no event will the compensation for directors be halted or suspended due to strikes or work stoppages of other district employees.

ARTICLE VI LEAVES AND DUTY YEAR

- A. **The Duty Year:** The duty year shall be for the entire 12-month contract year as provided herein, however, full time status is equal to the number of days in the teacher contract (currently 184), up to 260 days. Directors shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. Directors shall be on duty during any emergency, natural

or unnatural, unless otherwise excused in accordance with School Board administrative policy.

B. **Sick Leave**: At the beginning of each year, directors shall receive sick leave on the following schedule:

- Contract 160 to 183 days – 11 days
- Contract 184 to 190 days - 12 days
- Contract 190 to 210 days – 13 days
- Contract 210 to 230 days – 14 days
- Contract 230 days and over – 15 days

Sick leave days shall accumulate to two hundred thirty (230) days. A Director may use eight sick leave days for family illness.

In administering the sick leave policy, the district will follow all state laws in effect and applicable at the time.

C. **Vacation**: At the beginning of each year, directors shall earn vacation on the following schedule:

- | | |
|------------------------------------|--------------------------------------|
| Contract 160 to 170 days – 16 days | Contract 211 to 220 days – 21 days |
| Contract 171 to 180 days – 17 days | Contract 221 to 230 days – 22 days |
| Contract 181 to 190 days – 18 days | Contract 231 to 240 days – 23 days |
| Contract 191 to 200 days – 19 days | Contract 241 to 250 days – 24 days |
| Contract 201 to 210 days – 20 days | Contract 251 days and over – 25 days |

Note: Contract days includes paid holidays

Unused vacation must be taken within twelve months after the end of the contract year in which it is earned. The employee shall forfeit any unused vacation days in excess of the allowable carryover. Upon termination of employment, directors shall be entitled to full payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph.

D. **Bereavement Leave**: Full pay for absence not to exceed five (5) days shall be granted to all to attend a funeral in the immediate family and for a friend or colleague. Immediate family is defined as mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law. Niece, nephew, aunt, uncle, grandparents, and grandchildren. The same application shall be made to the spouse’s relatives as they may apply. Additional funeral leave may be granted at the discretion of the superintendent.

E. **Child Care Leave**: An employee unable to perform duties of employment because of pregnancy, or any medical complications of pregnancy, childbirth or recovery therefrom may begin leave upon certification from the attending licensed physician that the employee is unable to perform such duties, or upon the agreement by said employee and the immediate supervisor that leave should be commenced, and the employee shall be entitled to sick leave without loss of pay to the

extent provided by Section B of this Article. Leave in excess of unused sick leave credit of such employee shall be treated as a leave of absence without pay during the period such employee is unable to work due to the pregnancy, childbirth or recovery therefrom.

- F. **Jury Duty:** If a director is absent because of jury service, the director will receive regular salary from the School District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be receipted to the School District.
- G. **Leaves Without Pay:**
1. Leaves of absence without pay may be granted at the discretion of the School Board.
 2. A director on leave without pay may continue coverage in the district insurance programs by paying to the district the full premiums at existing rates.
 3. Sick leave accumulated prior to the leave of absence shall be retained.

ARTICLE VII – INSURANCE

The selection of the insurance carrier and policies shall be made by the School District as provided by law.

- A. **Liability Insurance:** Each director shall be covered under the district's professional liability insurance policy. The district shall also provide and pay for a policy of insurance which will cover the director for bodily injury and personal injury liability. The district shall also provide and pay for other liability coverage to directors as defined in the district school board liability insurance policy. All of the aforementioned coverages shall be in at least the sum of \$1,000,000.00.
- B. **Indemnification:**
 In the event that an action is brought or a claim is made against a director arising out of or in connection with his/her employment, and the Director is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.
- C. **Health and Hospitalization:**
Single Coverage: The district shall contribute an amount equal to the full annual premium and deductible of the district's group single coverage High Deductible Plan (HDP) for individual coverage for each director of the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. District contributions for health insurance premiums will be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the director and paid for by payroll deduction.

Each director participating in the district's HDP will establish a qualifying Health Savings Account (HSA). The district will deposit the full single coverage annual deductible into the employee's HSA at the beginning of the insurance plan year for each employee of the district who qualifies for and is enrolled in a district group single coverage health and hospitalization insurance plan. Employees shall have the option to choose any one of the district's plans.

Family Coverage: The district shall contribute annually toward the premium of a district sponsored group health and hospitalization plan for family coverage for each director of the district that qualifies for and is enrolled in a district group family coverage health and hospitalization plan. District contributions for health insurance premiums will be based on the chart below and be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction. Employees participating in a family coverage High Deductible Plan (HDP) will be responsible for establishing and funding their own Health Savings Account (HSA).

<u>Contract Days</u>	<u>7/01/16</u>
175 - 194	11,860
195 - 214	13,360
215 - 234	14,860
235 - 256	16,360
257 +	17,860

The district will continue to make its contribution to the health and accident insurance premiums for any disabled employee to age 65 or until he/she qualifies for PERA, disability, social security or Medicare. Such contribution will be limited to the amount of the district contribution in effect at the time of disablement, and is subject to the rules and regulations of the insurance carrier.

- D. **Term Life Insurance:** The School District shall pay the full premium for a \$50,000 term life insurance policy for all directors; in addition, each director shall take an additional \$50,000 term life insurance policy from the current life insurance carrier to be paid by payroll deduction; an adjustment in salary covering the amount of the additional premium will be paid for by the district. Each member shall have the right to purchase up to an additional \$40,000 of term life insurance under this policy at the member's own expense. Additionally, dependent term insurance is available at the employee's expense.
- E. **Conversion:** To the extent that the plan entered by the School District so provides, a director leaving the employment of the district may convert any insurance of this section to individual coverage.
- F. **Long Term Disability:** The School District will provide an income protection insurance policy that will pay the director 2/3 of his/her salary with a maximum of \$4,000 per month to age 65 and after a 120 calendar day waiting period.
- G. **Dental Insurance:**

Single Coverage: The School District shall pay in full the annual premium for individual coverage for each administrator employed by the School District who qualifies for and is enrolled in the School District group dental plan.

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

Contract Days	Percent Contribution
156 to 180	40 <i>or minimally the cost of single coverage</i>
180 to 189	60
190 to 229	75
230 to 239	85
240 to 260	100

H. **Coverage:** Employees covered under this policy who terminate employment with the district at the end of their contract year shall be covered by the insurance in this article and the district will continue its contribution toward the premium until September 1 of the year that the employee leaves.

I. **Deferred Compensation Matching Plan:**

As authorized under the State Deferred Compensation Legislation (Minnesota Statutes 356.24), the district will match either \$1,000 or \$2,500 (the director's choice) of contributions to an eligible 457 or 403b or 401 (a) plan or plans, or combination thereof, to a lifetime maximum of \$40,000 of contributions on the part of the district.

Directors become eligible to participate in the "Deferred Compensation Matching Plan" following a one year probationary period.

ARTICLE XIII – TERMINATION OF EMPLOYMENT

A. **Termination Notice:** Given proper notice, a director may be terminated at the conclusion of any fiscal year. Proper notice shall be defined as written notification, signed by the school board chair and served upon the director 60 days prior to the conclusion of the fiscal year.

B. **Termination for Cause:** A director's employment may be terminated at any time for cause as defined in M.S. 122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate a director for cause as described in M.S. 122A.40, Subds. 9 or 13, it shall notify the director in writing of the proposed grounds for termination. The director shall be entitled to a hearing before an arbitrator provided the director makes such a request in writing within fifteen (15) calendar

days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The director may be suspended with pay pending final determination by the arbitrator. If the director fails to request a hearing as provided herein within such fifteen (15) day calendar period, it shall be deemed acquiescence by the director to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the director shall have no further claim or recourse.

ARTICLE IX – SEVERANCE

- A. **Severance Eligibility:** A director is eligible for severance pay following ten years of employment and when his/her resignation has been accepted by the School Board. Severance shall not be granted to a director that has been terminated pursuant to cause as defined in M.S. 122A.40, Subds. 9 or 13.
- B. **Severance Calculation:** Severance pay shall accumulate at the rate of eight days per year, based on initial employment with the district, to a maximum of one hundred thirty (130) days. The severance rate of pay is the daily rate of pay at the time of resignation. The severance pay shall be determined by multiplying the accumulated severance days by the severance pay rate.
- C. **Health Care Account:** Severance pay shall be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The severance will be placed in the director's account within 90 days of submission of the written request for retirement or resignation.

ARTICLE X - RETIREMENT

- A. **Eligibility:** Full-time directors who are at least 55 before September 1 and have worked a minimum of 15 years for the district, shall be eligible for retirement pay upon submission of written resignation accepted by the School Board.
 - 1. Qualified administrators shall receive retirement pay of 10% of their last contract year salary and \$10 for each day of unused sick leave.
- B. **Death of Employee:** In the event of death to a director the following benefits will go to her/his surviving spouse.
 - 1. The opportunity to participate in the district's health and hospitalization program until age 65. Eligibility for this coverage shall continue until the spouse's 65th birthday at their own expense.

2. In the event of death to a director who has retired and who has not collected all of her/his retirement monies, any remaining money shall be paid to the spouse, beneficiaries or the deceased's estate in a lump sum.

ARTICLE XI – RATES OF PAY

Wages will be in accordance with a wage schedule approved by the school board. Effective July 1, 2016, Step III will be eliminated and an additional Step XI will be added to the top, equivalent to 1%, additionally a 2% schedule adjustment will be made. A 2% salary adjustment will be made on July 1, 2017. A 2% salary adjustment will be made on July 1, 2018. The July 1, 2018 salary schedule shall remain in effect until modified by the school board.

1. Employees shall be eligible for one step advancement on July 1st of each year.
2. The school board reserves the right to withhold step advancement for cause as determined by the superintendent.
3. New employees may be placed on the salary schedule as agreed between School District 861 and the new employee.
4. Employees shall be eligible for performance pay up to a maximum of 2% of the annual salary in each year of the contract. The actual amount of the performance pay will be determined at the sole discretion of the Superintendent.

APPROVED BY THE WINONA AREA PUBLIC SCHOOLS BOARD ON AUGUST 16, 2016.