

Eastern Carver County Schools

Exceptional, personalized learning

Definitions and Benefits
District 112 School Nutrition Personnel
Effective: July 1, 2022 through June 30, 2024

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	Page
	Sec. 1. District or School District.....	1
	Sec. 2. Eligible Employees.....	1
	Sec. 3. Full-Time Employees.....	1
	Sec. 4. Terms and Conditions of Employment.....	1
	Sec. 5. Anniversary Date.....	1
	Sec. 6. Other Terms.....	1
	Sec. 7. Prior Agreement.....	1
ARTICLE II	SCHOOL DISTRICT RIGHTS	
	Sec. 1. Inherent Managerial Rights.....	2
	Sec. 2. School Board Responsibilities.....	2
	Sec. 3. Effect of Rules, Regulations, Directives & Orders	2
	Sec. 4. Reservation of Managerial Rights.....	2
ARTICLE III	EMPLOYEE'S DUTIES AND RESPONSIBILITIES	
	Sec. 1. Basic Duties.....	2
	Sec. 2. Required Training.....	2
ARTICLE IV	TERMS OF SERVICE	
	Sec. 1. Terms of Service	
	Sec. 2. Hours of Employment.....	3
	Sec. 3. Breaks.....	3
	Sec. 4. Overtime.....	3
	Sec. 5. Site & Assistant Site Manager Absence.....	3
	Sec. 6. Emergency Weather Closings.....	3
ARTICLE V	EMPLOYEE BENEFITS	
	Sec. 1. Insurance.....	4
	Sec. 2. Holidays.....	5
	Sec. 3. Personal Days.....	5
	Sec. 4. Continuing Education.....	6
	Sec. 5. Uniform Allowance.....	6
	Sec. 6. Severance.....	6
	Sec. 7. Deferred Compensation Program.....	7
ARTICLE VI	LEAVES OF ABSENCE	
	Sec. 1. Sick Leave.....	8
	Sec. 2. Bereavement Leave.....	10
	Sec. 3. Child Care/Adoption Leave.....	10
	Sec. 4. Family and Medical Leave.....	11
	Sec. 5. General Leave.....	11

	Sec. 6. Workers' Compensation.....	12
	Sec. 7. Jury Duty.....	12
	Sec. 8. Military Leave	12
	Sec. 9. Religious Leave.....	13
ARTICLE VII	TRAINING PERIOD, PROMOTION, DISCIPLINE, LAYOFF, TERMINATION OF EMPLOYMENT	
	Sec. 1. Training/Probationary Period and Promotion....	13
	Sec. 2. Discipline.....	13
	Sec. 3. Layoff.....	13
	Sec. 4. Termination of Employment.....	13
ARTICLE VIII	MISCELLANEOUS	
	Sec. 1. Pay Dates.....	14
	Sec. 2. Direct Deposit.....	14
	Sec. 3. Per Diem and Mileage Allowance.....	14
ARTICLE IX	COMPENSATION.....	15
SIGNATURE PAGE		16
APPENDICES		17+

Acknowledgment

The purpose of this Definitions and Benefits Document is to highlight information that will be useful and helpful to you. In this document you will find information pertaining to compensation, benefits and programs with which you should be familiar. This Definitions and Benefits Document is meant strictly for information purposes regarding the Eastern Carver County Nutrition Services Employees at-will employment with the District. Nothing in this Definitions and Benefits Document creates, or is intended to create, a promise or representation of continued employment for any employee or an implied or express employment contract.

ARTICLE I DEFINITIONS

Section 1. District or School District: For purposes of administering this document, the word/term, "District/School District" shall mean the School Board of Independent School District No. 112 or its designated agents.

Section 2. Eligible Employees: The persons holding positions including: Elementary School Site Manager, Middle School Site Manager, High School Site Manager, Middle School Assistant Site Manager, High School Assistant Site Manager and School Nutrition Service Worker are subject to the terms of this document.

Section 3. Full-Time Employees: Employees holding the positions identified in Section 2 above shall be considered full-time for benefits if they regularly work thirty (30) or more hours per week.

Section 4. Terms and Conditions of Employment: The term "terms and conditions of employment," means the hours of employment, the compensation therefor, including fringe benefits and the District's personnel policies affecting the working conditions of the employees. The term is subject to the statutory provisions regarding the rights of public employers and employees and the scope of negotiations. No part of this document defining the benefits accorded the employees shall be construed to imply a continuing contract. The definitions and benefits shall remain in full force and effect for the two (2) year period (2022-23 and 2023-24). The employment of all individual eligible employees is considered to be at will. Therefore, any individual eligible employee identified in Article 1, Section 2, or the School District, may terminate an individual employee's employment at any time and for any reason.

Section 5. Anniversary Date: For the purpose of determining years of service, employee anniversary dates shall be calculated as follows: Employees hired prior to January 1 shall use the preceding July 1 as their anniversary date, and employees hired on or after January 1 shall use the succeeding July 1 as their anniversary date.

Section 6. Other Terms: Other terms not specifically defined in this document shall have the meaning given them under the Public Employment Labor Relations Act (P.E.L.R.A.)

Section 7. Prior Agreement: Any and all prior agreements, definitions, resolutions, practices, policies, rules and regulations regarding benefits and or "terms and conditions of employment",

to the extent inconsistent with the description provided in this document, are hereby superseded.

ARTICLE II SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The employees recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such area of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. School Board Responsibilities: It is the right and obligations of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the District.

Section 3. Effect of Rules, Regulations, Directives and Orders: The employees recognize that he/she shall perform the duties prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. Any provisions found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved in this document, and managerial rights and managerial functions are reserved to the School District.

ARTICLE III EMPLOYEE'S DUTIES AND RESPONSIBILITIES

Section 1. Basic Duties: The employee shall perform all services as directed by the District, in accordance with applicable state and federal laws and regulations, and observe all policies, rules and regulations established by the District.

Section 2. Required Training: All employees are required to complete mandatory annual training as outlined in the USDA Professional Standards that went into effect July 1, 2015. Employees are paid for mandatory training time. These standards require Nutrition Services employees to complete continuing education/training hours each fiscal year (July 1 through June 30). The School District will provide training opportunities to employees to fulfill these continuing education/training requirements. The opportunities will be offered to the employees at no cost to the employees. The School district will notify an employee no later than May 1 of each year of any deficiencies the employee may have in continuing education/training hours required pursuant to U.S.D.A. regulations. An employee may carry-over excess hours into the subsequent fiscal year for credit in that year. An employee who fails to meet the training requirements of the U.S.D.A. may be subject to termination.

ARTICLE IV TERMS OF SERVICE

Section 1. Terms of Service: The terms of service are a determination by the District of the hours, days, and weeks of service based on assignment of duties and responsibilities. Hours of the day and days of the week that employees are to work shall be scheduled by the employee's supervisor subject to the approval of the Director of Human Resources.

Section 2. Hours of Employment: The hours of employment and length of work year shall be established by the District depending on the needs of the school nutrition program. The normal day for school nutrition employees shall be eight (8) hours. The District reserves the right to hire part-time employees.

Section 3. Breaks: Employees working eight (8) consecutive hours a day shall receive a 30 minute paid lunch break within paid working hours. Employees working at least six (6) and less than eight (8) consecutive hours per day shall receive no more than two (2) ten (10) minute paid breaks within paid working hours, as work permits, and as scheduled by the site manager. Employees working at least four (4) and less than six (6) consecutive hours per day shall receive no more than one (1) fifteen minute paid break within paid working hours, as work permits, and as scheduled by the site manager.

Section 4. Overtime: Work in excess of forty (40) or more hours per week shall be compensated at one and one-half (1½) the normal rate of pay, or the employee shall receive compensatory time off within the same payroll period. Regardless of whether employee is full-time or part-time, employee called back for evening, special functions (i.e. banquets), holiday and/or weekend service shall be paid time and one-half (1/2).

Section 5. Site Manager or Assistant Site Manager Absence: The Director of Nutrition Services will designate an assistant site manager or a nutrition service worker to cover in the absence of each building site manager and/or assistant site manager. At the middle schools and high schools, if the building site manager is absent for a full day and an assistant site manager covers the absence of the site manager, the assistant site manager will receive the site manager pay beginning on the first full day of the site manager's absence. At the middle schools and high schools, if the building assistant site manager is absent, and a nutrition service worker covers the absence of the assistant site manager, the nutrition service worker will receive the assistant site manager pay beginning on the first full day of the assistant site manager's absence. At the elementary schools, if the building site manager is absent for a full day and a nutrition services worker covers the absence of the site manager, the designated nutrition services worker will receive the site manager pay beginning on the first full day of the site manager's absence.

Section 6. Emergency Weather Closings: Employees shall receive their full pay for any emergency school closings due to inclement weather, power outages, etc. If the student school day is subsequently rescheduled and made up, employees will perform their regular assignment without additional compensation. Employees will adjust their hours to the announced starting time on delayed school opening days. If circumstances necessitate the supervisor to require employees to work when school is closed, employees will be granted an equivalent amount of paid time off at a time mutually agreed upon between the supervisor and employee.

ARTICLE V EMPLOYEE BENEFITS

Section 1. Insurance:

Subd. 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District.

Subd. 2. Eligibility: Employees regularly employed thirty (30) hours or more per week shall be eligible to enroll in the District's group insurance plans.

Subd. 3. Health Insurance: For 2022-23, District 112 will contribute the sum of 395.83 per month (\$4,750 annually) toward the premium for health insurance for each eligible employee who elects to enroll in the Districts' group health insurance plan. An employee electing more expensive coverage than the District's monthly/annual contribution will pay the additional premium cost through payroll deduction. For 2021-22, District 112 will contribute the sum of \$418.75 per month (\$5,025 annually) toward the premium for health insurance for each eligible employee who elects to enroll in the Districts' group health insurance plan. An employee electing more expensive coverage than the District's monthly/annual contribution will pay the additional premium cost through payroll deduction.

Subd. 4. Dental Insurance: For 2022-23 and 2023-24, the District will contribute the sum of \$.83 per month (\$10.00 annually) toward the premium for dental insurance for each eligible employee who elects to enroll in the District's group dental insurance plan. An employee electing more expensive coverage than the District's monthly/annual contribution will pay the additional premium cost through payroll deduction.

Subd. 5. Vision Insurance: All benefit eligible employees have access to Vision Insurance.

Subd. 6. Long-Term Disability: The School District shall pay the full premium for coverage in the long-term disability insurance plan for eligible employees. For 2022-23 and 2023-24, the District shall pay the premium for an LTD policy that will be at 66.66% of base salary and a 60 calendar day waiting period.

Subd. 7. Life Insurance: The District will provide \$50,000 of group term life insurance for each eligible employee. The principal sum benefit for any employees age seventy-five (75) and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier.

Subd. 8. Duration of Insurance Contribution: An employee is eligible for contributions as provided in this article as long as the employee is employed by the District and enrolled in the District's group insurance plans. Upon termination of employment, all participation and District contributions shall cease.

Subd. 9. Claims against the School District: Employees agree that any descriptions of the insurance benefits contained in this document are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District. The School District's only obligation

is to purchase an insurance policy and pay such amounts as agreed to in this document, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 10. Eligibility for Insurance Upon Retirement: A school nutrition services employee retiring from the District and under the provisions of the Public Employees Retiring Association (P.E.R.A.) and who is enrolled in the District's insurance plans may elect to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

Section 2. Holidays: All regularly employed employees shall receive the following days as paid holidays: (Definition of school holiday is no students or staff.)

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Day
Memorial Day

Subd. 1. Non-Working Day: When a holiday falls on a Saturday or Sunday, the District may designate the preceding Friday or the subsequent Monday as the holiday.

Subd. 2. Holiday Cancellation: The District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 3. Eligibility: In order to be eligible for holiday pay employees must have worked their regularly scheduled workday before and after the holiday unless their absence has been approved in advance by the Director of Nutrition Services.

Section 3. Personal Day(s): Personal days shall be available to employees who work at least fifteen (15) hours per week in a regularly scheduled position and who are employed by the District as of December 31. Personal days/hours awarded shall be proportionate to the employee's normal workday.

Subd. 1. Limitations and Conditions:

- a) One (1) personal day (8 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) per school year is awarded to each employee pursuant to the definition provided. Eligible employees may carry over unused personal days into the subsequent year. The maximum number of personal days that an employee may accrue is five (5) (40 hours for an 8 hour

employee and pro-rated hours for employees working less than 8 hours). Beginning in July, 2023 (new Definitions and Terms document) a Nutrition Services employee that accumulates personal leave days in excess of the total accumulation limit of five (5) days shall be compensated at their daily rate of pay for such days/hours in excess of five days (Limit of two (2) compensated days – Applies to those employees that have accumulated six (6) or seven (7) personnel days)

- b) Three (3) day written notice to the Director of Nutrition Services is required prior to the use of a personal day.
- c) A personal day(s) may not be used in the first two (2) weeks of the school year or the last two (2) weeks of the school year unless prior written approval is received from the Director of Human Resources/designee.
- d) If a substitute is required for the employee, one must be secured by the employee prior to the award of the personal day.
- e) No more than five percent (5%) of the employees in any single building or one (1) employee in buildings with less than five (5) eligible employees may use a personal day on a single day.
- f) When the limit in "e above" is reached, personal days will be awarded on a first-come, first-served basis.
- g) Personal days are awarded in full-day increments.
- h) Personal Days are awarded as shown below:

<u>Years of Service</u>	<u>Additional Personal Days</u>
Beginning year 1	No additional personal days
Beginning years 2 through 5	Employee receives 1 additional personal day
Beginning years 6 through 8	Employee receives 2 additional personal days
Beginning years 9 through 12	Employee receives 3 additional personal days
Beginning years 13+	Employee receives 4 additional personal days.

Section 4. Continuing Education:

Subd. 1. Workshop Attendance: The District may require attendance at workshops or trainings, both within and outside the district, for all employees. Registration, mileage and lodging, if necessary, will be paid by the District if an employee is required to attend workshops or training. For non-required workshops such expenses may be paid for at the discretion of the Director of Nutrition Services.

Subd. 2. Employees Choosing Continuing Education: Employees shall have access to \$110 (each year) to use for continuing education classes, School Nutrition Association (SNA) dues, and job-related training.

Section 5. Uniform Allowance: The School District shall reimburse employee for the expense of providing uniforms and shoes up to \$175 each school year. Reimbursement under this allowance will not be available until the training/probationary period of ninety (90) working days has been completed. The District will also provide three (3) District approved shirts at no cost to the employees.

Section 6. Severance: Employees who have worked in the District for at least fifteen (15) years, and who were employed in the District, prior to July 1, 1987, may, upon retirement from the District, receive payment for any accumulated sick leave days between ninety (90) and one-hundred and ten (110). Thus, the maximum payment is twenty days (20) (160 hours for an 8

hour employee and pro-rated hours for employees working less than 8 hours) upon retirement. The hourly rate the employees are earning at the time of retirement will determine the employees' payment awarded for unused accumulated sick leave days/hours.

Section 7. Deferred Compensation Matching Program:

Subd. 1. Eligibility: Employees regularly employed thirty (30) or more hours per week shall be eligible to participate in the District's deferred compensation matching program. Eligible employees may participate in the program whether or not they are eligible for the District match in Subd. 2 below.

Subd. 2. District Match: All eligible employees, as defined in this section, beginning their second (2nd) year of employment in the District will be eligible for the District deferred compensation matching contribution.

The District will match eligible employee contributions in the following amounts:

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>
Beginning year 1	not eligible
Beginning year 2 through 10	up to \$400
Beginning year 11+	up to \$800

Subd. 3. Severance and District Match Participation: Employees eligible for severance are eligible to participate in the deferred compensation matching program in addition to the severance program. Should these employees participate in the deferred compensation matching program and become eligible for severance pay pursuant to section 6 in this Article the total District matching contribution (does not include accrued interest which is the property of the employee) will be subtracted from the severance amount with the employee receiving the net amount as severance. Should the District's contribution to the deferred compensation matching program exceed the employees eligible severance at the time of retirement, no severance payment will be due to the employee and the employee will retain the District match to their account.

Subd. 4. Intention to Participate: An eligible employee must notify the payroll office, in writing, of his/her intention to participate in the District's matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the payroll office in writing of any change. Eligible employees may elect to participate in the District's matching program at the time of open enrollment (for the following contract year) or at any time during the eligible contract year.

Subd. 5. No Participation - Unpaid Leaves: Employees on an unpaid leave of absence may not participate in the deferred compensation matching program while on leave.

Subd. 6. Provisions Subject to Law: The provisions of this article are subject to all limitations relating to such plans as provided by law.

ARTICLE VI LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Days Available: Employees will earn sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days (10 hours) per month for employees who work 8 hours per day and pro-rated for employees who work less than 8 hours per day. Employees hired after July 1, 2000, will earn sick leave at the rate of one (1) day (8 hours) per month. Employees working less than eight (8) hours per day will accrue sick leave on a pro-rata basis.

Subd. 2. Unused Sick Leave: Unused sick leave may accumulate to a maximum of one-hundred and ten (110) days (880 hours for an 8 hour per day employee and pro-rata hours for employees working less than 8 hours per day). The yearly leave allowance in "Subd. 1" above shall be in addition to the maximum accumulation of unused sick leave days. However, if an employee leaves the District without having earned, on a pro-rata basis, the number of sick leave days the employee has used, the District shall reduce the employee's final pay check for any unearned, used sick leave days.

Subd. 3. Request: Requests for Sick leave/Sick Leave pay are to be submitted through District 112's Human Resource system (i.e. Skyward, AESOP) prior to the absence. Sick leave is awarded in full day increments unless prior approval is received from the Director of Nutrition Services for any increment less than a full day.

Subd. 4. Certificate: In an absence for personal illness of three or more consecutive working days, the District may require an employee to furnish a medical certificate from the attending physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness, and/or disability, in order to qualify for sick leave pay. The District may require an employee who has taken sick leave for his/her own illness and/or disability to furnish a fitness for duty certificate prior to the employee's return to work. In the event a medical certificate and/or fitness for duty certificate will be required, the employee will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Use: Sick leave pay shall be allowed by the District when an employee's absence is found to have been due to illness which prevented his/her performance of duties on that day or days. Sick Leave may also be used for medical and dental appointments, however medical and dental appointments should be scheduled outside of the work day whenever possible. Sick leave may be requested in one (1) hour increments. An employee may use personal sick leave up to the amount accumulated for serious illness of the employee, or the employee's spouse or child. An employee may also use sick leave not to exceed five (5) days per year for serious illness involving the employee's parent, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, spouse's parent, or person residing in the employee's household. In extenuating circumstances, an employee may make an additional request for use of sick leave and/or an extension to the five (5) day limit to the Superintendent/designee. An employee may also use sick leave in accordance with Minn. Stat. 181.9413 (2018) as amended (see District 112 website, Human Resources for a complete description on use of sick leave).

Subd. 7. Use of Sick Leave for Pregnancy or Adoption: An employee giving birth shall be able to use accumulated sick leave and/or personal days for the employee's duty days during the six to eight continuous calendar weeks(doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. An employee adopting a child may use up to six (6) continuous calendar weeks/thirty (30) continuous days of accumulated sick leave days and/or personal days following the adoption of a child. Non-duty days, such as breaks, holidays, summer and weekends are included in the determination of the six to eight continuous calendar weeks. Accumulated Sick Leave may not be used on non-duty days.

Up to ten (10) consecutive accumulated sick leave days and/or personal days may be granted to an employee whose spouse gives birth immediately following the birth of the child and to the adoptive parent following the adoption of a child. Non-duty days such as breaks, holidays and summer will be considered in the determination of the number of Accumulated Sick Leave days granted for reasons of childbirth.

Subd. 8. Notification: Each employee shall be notified each year as to how many accumulated days he/she has accrued.

Subd. 9. Termination: Upon termination of an employee's employment for any reason, all sick leave current or cumulative, shall be immediately and automatically canceled.

Subd. 10. Sick Leave Day Turn In: Eligible employees (employees regularly employed for thirty (30) hours or more per week in a regularly scheduled position) will be able to turn in up to eight (8) sick leave days (64 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) at their daily rate of pay (at the time of open enrollment) to distribute among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long-term disability insurance, flex) or cash. An employee who has twenty (20) days (160 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) of accumulated sick leave may turn in up to three (3) sick leave days (24 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours). An employee who has thirty (30) days (240 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) of accumulated sick leave may turn in up to four (4) days (32 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) of sick leave. An employee who has forty (40) days (320 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) of accumulated sick leave may turn in up to five (5) days (40 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) of sick leave. An employee who has sixty (60) days (480 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) of accumulated sick leave may turn in up to eight (8) days (64 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours) of sick leave.

Subd. 11. Donation of Sick and/or Personal Day(s) to Another Employee: Employees may contribute a total of four (4) days per fiscal year (July 1-June 30) of his/her accumulated sick leave, or personal time off days, to another employee (up to two (2) days may be donated to the same employee) for the following reasons:

- a. The employee receiving the donation is being placed on long term disability (LTD) and has insufficient sick leave, vacation days, and/or personal time off

- days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the waiting period after the recipient has used his/her accumulated sick leave days may be donated; or
- b. The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a zero (0) balance of the employee's sick leave, vacation days, and/or personal time off days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District's Human Resource Department.

Section 2. Bereavement Leave:

Subd. 1. Use: All full-time employees may be granted, with administrative approval, up to five (5) bereavement days (40 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours), non-accumulative, for absence due to a death. Use of these days does not result in a deduction from sick leave. Bereavement Leave may be requested in one (1) hour increments.

Subd. 2. Pro-Rata: Part-time employees shall have available bereavement leave on a pro-rata basis.

Subd. 3. Additional Time: Should additional time away from work be needed as the result of a death, sick leave and/or personal days may be used by the employee to meet the need. Should additional time away from work be needed as the result of a death the employee should notify (in writing) the Director of Human Resources.

Section 3. Child Care/Adoption Leave:

Subd. 1. Use: A child care/adoption leave may be granted by the District, subject to the provisions of this section, to one (1) employee-parent of a child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. Request: An employee making application for child care/adoption leave shall inform the Director of Human Resources/designee in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. An employee will also provide at the time of the leave application, a statement from the physician or adopting agency indicating the expected date of delivery or adoption.

Subd. 3. Pregnancy/Adoption: An employee may utilize sick leave pursuant to the sick leave provisions of the document for a child care/adoption leave.

Subd. 4. Adjustment: The District may adjust the proposed beginning or ending date of a child care/adoption leave so that the dates of the leave are coincident with some natural break in the school year. The availability of a substitute employee may also be considered by the District in the granting of a child care/adoption leave or the duration thereof.

Subd. 5. Duration: In making a determination concerning the commencement and duration of a child care/adoption leave, the School District shall not, in any event, be required to:

- a. grant any leave more than twelve (12) months in duration.
- b. permit the employee to return to employment prior to the date designated in the request for child care/adoption leave.

Subd. 6. Reinstatement: An employee returning from child care/adoption leave shall be reemployed in a position for which he/she is qualified unless previously discharged or laid off.

Subd. 7. Failure to Return: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the employee mutually agree in writing to an extension in the leave.

Subd. 8. Salary and Fringe Benefits: Leave under this section may be without pay or fringe benefits.

Subd 9. Participation in Group Insurance Programs: An employee on Child Care Leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/Child Care Leave, long term disability insurance coverage is not available.

Section 4. Family and Medical Leave: FMLA leave shall be granted pursuant to applicable law.

Section 5. General Leave: Request for a "general leave of absence" without pay or benefits may be presented in writing to the Superintendent/designee. The administration of the District reserves the right to grant or deny such a request, at its discretion.

Subd. 1. Leave Stipulations: In making a determination concerning the commencement and duration of a General leave, the School District shall not, in any event, be required to:

- a. grant any leave more than twelve (12) months in duration;
- b. permit the employee to return to employment prior to the date designated in the request for the leave.

Subd. 2. Return from Leave: An employee returning from a general leave shall be reemployed in a position for which qualified unless previously discharged or laid off.

Sub.3 Participation in Group Insurance: An employee on general leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the teacher pay the entire premium for such group insurance

programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the teacher to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/General Leave, long term disability insurance coverage is not available.

Section 6. Workers' Compensation:

Subd. 1. Compensation: When an employee is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, incurred while in the employ of the School District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. Deduction: A deduction shall be made from the employee's accumulated sick leave according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3. Disability: Such payment shall be paid by the District to the employee only during the period of disability.

Subd 4. Additional Compensation: In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the employee's regular compensation.

Subd. 5. Sick Leave Benefit: An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and who receives sick leave pay pursuant to this policy shall submit his/her workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence, pursuant to Section 7, Subd. 1-4.

Subd. 6. Other Employment: An employee shall not be entitled to sick pay benefits under this section if he/she is injured while in the employment of another employer nor shall any accrual of such sick leave benefits occur during the period of convalescence from that injury.

Section 7. Jury Duty: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to fulfill this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by state guidelines. To qualify for this payment, an employee must return to his/her regular duties on being dismissed from jury duty.

Section 8. Military: Military leave shall be granted pursuant to applicable law.

Section 9. Religious Leave: Employees shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the Director of Human Resources that the purpose of the religious leave is a traditionally required religious observance of their particular faith and/or creed. Additional leave with pay may be granted by the Director of Human Resources.

ARTICLE VII TRAINING PERIOD, PROMOTION, DISCIPLINE, LAYOFF, TERMINATION OF EMPLOYMENT

Section 1. Training/Probationary Period & Promotion:

Subd. 1. New Employee Training/Probationary Period: Although employment is at-will, new employees shall serve a training/probationary period of ninety (90) consecutive working days. During this training/probationary period, the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. This period is transferable from one (1) school year to the next.

Subd. 2. Promotion Training/Probationary Period: Although employment is at-will, an employee promoted to another position shall serve a training/probationary period of forty-five (45) consecutive working days. If the employee who is deemed unsatisfactory in that position, the District shall have the unlimited right to return the employee to his/her former level/position.

Section 2. Discipline: Although employment is at-will, the District shall have the right to impose discipline on employees. Discipline may consist of a verbal warning, written warning, suspension with or without pay, and termination. The district reserves the right to impose discipline at any level as it determines on the circumstances surrounding the action. The causes for discipline may include, but are not limited to:

1. Unsatisfactory job performance
2. Stealing
3. Intoxication or using mood altering chemicals on the job
4. Insubordination
5. Failure to report to work without proper notification
6. Misuse of benefits defined in this document
7. Misuse of the leave provisions of this document, and
8. Violation of any District policy.

Section 3. Layoff: Employees may be affected in times of reduction in force or restructuring. Should either situation affect an employee's position, the employee will be provided no less than a two (2) week notice of layoff.

Section 4. Termination of Employment: When the District or an employee wishes to terminate employment, a written notice stating the last day of employment shall be given to the other party.

**ARTICLE VIII
MISCELLANEOUS**

Section 1. Pay Dates: Pay dates shall be on the fifteenth (15th) and the last day of each month.

Section 2. Direct Deposit: All employees shall be paid through direct deposit.

Section 3. Per Diem and Mileage Allowance: The District shall reimburse an employee for eligible per diem business and mileage expenses incurred as a result of performing job related responsibilities. Reimbursement shall be consistent with District Board policy.

**ARTICLE IX
COMPENSATION**

EFFECTIVE JULY 1, 2022 - JUNE 30, 2024

	<u>2022-23</u>	<u>2023-24</u>
<u>High School Site Manager:</u>	\$27.66/hr.	\$28.44/hr.
<u>Middle School Site Manager:</u>	\$24.73/hr.	\$25.43/hr.
<u>Elementary School Site Manager (600+ Students)</u>	\$23.92/hr	\$24.54/hr
<u>Elementary School Site Manager:</u>	\$21.92/hr.	\$22.54/hr.
<u>School Nutrition Service Worker:</u>	\$17.29/hr.	\$17.78/hr.
<u>Assistant High School Site Manager</u>	\$22.34/hr.	\$22.98/hr.
<u>Assistant Middle School Site Manager</u>	\$19.92/hr.	\$20.49/hr.

TRAINING COMPENSATION: (School Nutrition Association)

Training compensation (School Nutrition Association) shall be as follows:

Level	2022-23	2023-24
1	.27/hr.	.27/hr.
2	.55/hr.	.55/hr.
3	1.10/hr.	1.10/hr.
4	1.65/hr.	1.65/hr.

LONGEVITY COMPENSATION:

<u>Years of Service</u>	<u>Longevity Compensation</u>	
	<u>2022-23</u>	<u>2023-24</u>
Beginning Years 6-7	\$.95/hr.	\$.95/hr.
Beginning Years 8-10	\$1.08/hr.	\$1.08/hr.
Beginning Years 11-13	\$1.21/hr.	\$1.21/hr.
Beginning Years 14-17	\$1.34/hr.	\$1.34/hr.
Beginning of 18 th and more years:	\$1.74/hr.	\$1.74/hr.

Appendix A
Memorandum of Understanding
Additional Compensation (Two Lump Sum Payments)
Nutrition Services

The District and the Nutrition Services Employees agree that two lump sum payments will be paid to employees in the following manner:

When will the first lump sum payment be paid?	School Year Employees: The first lump sum payment will be paid for school year employees (work assignment August/September through June) will be paid in September, 2022.
Who receives the first one-time payment?	Current/Active school year employees who began work prior to September 7, 2022 will receive up to \$750. If an employee is benefit eligible, they will receive the full \$750. Employees not benefit eligible will receive a prorated amount of the \$750 based on their assigned hours per day compared to benefit eligibility.
When will the second lump sum payment be received?	School Year Employees: The second lump sum payment will be paid for school year employees (work assignment August/September through June) will be paid in September, 2023.
Who receives the second lump sum payment?	Current/Active school year employees who began work prior to September 6, 2023 will receive up to \$750. If an employee is benefit eligible, they will receive the full \$750. Employees not benefit eligible will receive a prorated amount of the \$750 based on their assigned hours per day compared to benefit eligibility.

School Board Action/Date Approved: June 27, 2022

Appendix B
Memorandum of Understanding

The District and the Nutrition Services Employees agree to:

If there is a Special Session called for the Minnesota State Legislature prior to December 31, 2022; and

If Eastern Carver County Schools receives at least \$3 million of new, unrestricted revenue for the general fund in FY 2023 as a result of legislation that is passed during that special session and before the start of the 2023 Minnesota Legislative Session; then

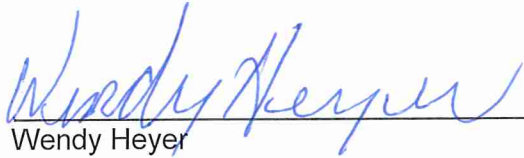
1. The District will increase the current 4.55% (MSBA) 2 year total compensation package in the negotiated contract (July 1, 2022 through June 30, 2024) to a 5.00% (MSBA) 2 year total compensation package.
2. The increase will be equally distributed between both years of the package (FY2023 and FY2024).

School Board Action/Date Approved: June 27, 2022

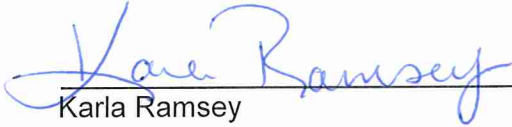
For: District 112 Nutrition Services



Gina Elliot
Representative



Wendy Heyer
Representative



Karla Ramsey
Representative



Mark Schultenover
Representative

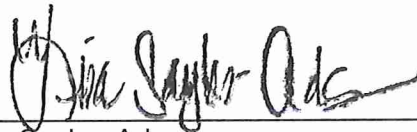
For: Independent School District 112



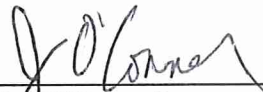
Lisa Anderson
Board Chair



Jenny Stone
Board Vice Chair/Clerk



Lisa Sayles-Adams
Superintendent



Jim O'Connell
Director of Administrative Services

School Board Action/Date Approved: June 27, 2022