

INDEPENDENT SCHOOL DISTRICT #821  
MENAHA, MINNESOTA

KITCHEN EMPLOYEES'  
TERMS AND CONDITIONS OF EMPLOYMENT  
HANDBOOK

JULY 1, 2025~~3~~ – JUNE 30, 2027~~5~~  
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## INTRODUCTION

This Handbook contains information pertaining to non-licensed employees' employment with Independent School District No. 821, Menahga (hereinafter "District"). The information contained in this Handbook may be changed by the School Board at its discretion. Nothing in this Handbook establishes any form of contract between a non-licensed employee and the District, nor does anything in the Handbook alter a non-licensed employee's at-will employment relationship with the District. In the same sense that an employee can resign his/her employment with the District at any time, for any reason or no reason at all, so can the School Board terminate a non-licensed employee's 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 Handbook, the revisions will be issued to all non-licensed employees.

## DEFINITIONS

### ***Terms and Conditions of Employment:***

The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of Minnesota's Public Employment Labor Relations Act (hereinafter "PELRA"). All terms and conditions of employment for employees, including hours of work, compensation, and fringe benefits, whether included in this Handbook or not, shall be set by the School Board.

### ***District:***

For purposes of administering this Handbook, the word, "District," shall mean the School Board or its designated representative(s).

### ***Step Advances:***

New, custodial employees' step advances will occur at the beginning of the fiscal year, July ~~1st~~<sup>1</sup>, only if the new, regular employee has worked a minimum of eighty-five (85) days. In the following fiscal year, the pay shall remain the same as the prior year.

## INHERENT MANAGERIAL RIGHTS

The District has complete authority on matters of inherent managerial policy, which include, but are not limited to, such areas 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.

All employees covered by this Handbook shall perform the duties and services prescribed by the School Board and shall be governed by School Board rules, regulations, directives, and orders, issued by properly designated officials of the District. The School Board may promulgate rules, regulations, directives, and orders from time to time as deemed necessary.

## COMPENSATION AND EXPENSES

### ***Compensation:***

The compensation of non-licensed employees covered by this Handbook will be determined every other year by the School Board.

### ***Inclement Weather:***

~~In the event of early release of students due to inclement weather and school subsequently being closed for the remainder of the day, school term employees shall be entitled to a minimum one-half (1/2) shift "show up pay." In the event school is cancelled due to inclement weather, regular employees have the option of using personal and/or vacation time for said lost time.~~

### ***Mileage:***

Employees shall be paid a mileage rate established by the District for the use of their own vehicles to conduct District business. All mileage must be pre-approved in writing by the Superintendent.

### ***Uniforms:***

Cooks/Head Cook shall receive up to a \$200.00 annual shoe and uniform allowance upon receipt of documentation. Part-time employees will be reimbursed as follows, 7-hour employees receive \$175, 6-hour employees receive \$150, 5-hour employees receive \$125, and 4-hour employees receive \$100.

### ***Longevity Pay:***

Longevity pay may be awarded above the attached salary schedules if authorized by the School Board.

## GROUP INSURANCE

### ***Health and Hospitalization Insurance:***

Employees shall receive the annual sum of \$6,540 for 202~~53~~-202~~64~~ and \$6,540 for 202~~64~~-202~~75~~ to be applied toward the premium for the District's group health and hospitalization insurance plan. If the premium of a single or family plan is less than the School District premium contribution stated above, the difference will be deposited, on behalf of the employee, into the employee's qualified H.S.A., VEBA account or the premium on the district dental plan as elected by the employee.

### ***Other Insurances:***

If the employee does not choose to participate in the District's group health and hospitalization insurance plan, said employee may elect to have the District's contribution to health and hospitalization insurance premiums applied to the District's dental plan this amount is not to exceed \$2,000 per year.

### ***Long-Term Disability Insurance:***

The School District shall contribute toward the premium costs for the School District's group long-term disability insurance plan a sum not to exceed \$250.00 annually for each employee who qualifies under the district group plan.

***Claims Against the District:***

The District's only obligation is to purchase an insurance policy and pay such amounts as noted in this Handbook, and no claims shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

***Termination of Employment:***

Upon termination of employment, all District contributions toward an employee's insurance premium shall cease.

***Retired Benefits:***

An employee who retires from the District, after being employed for three (3) or more consecutive years and who is at least fifty-five (55) years of age and less than sixty-five (65) years of age, shall have the opportunity of continuing his/her policy under the District's group health and hospitalization insurance plan for District employees until age sixty-five (65), providing the insurance company accepts him/her, by paying the full premium. Said premium shall be due and payable on or before the 15<sup>th</sup> day of the month preceding actual coverage, payable through the District's business office in installments as the District shall direct.

**SICK LEAVE*****Amount of Sick Leave:***

All full-time non-licensed employees shall earn sick/disability leave at the rate of 9 days each year of service in the employ of the School District. Leave days will be available to each cook on the first day of work of each school year. Employees who are not considered full-time but work more than twenty (20) hours per week on average shall earn sick/disability leave based on their equivalent (FTE) status.

***Accumulation:***

Accumulated days will be carried forward to the next contract year and newly earned days will be added to the days carried forward. Unused sick/disability leave days may accumulate to a maximum credit of 100 days per kitchen employee at the end of each contract year.

An employee shall not accumulate sick leave while on a non-paid status, except when on a military leave.

***Use:***

Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to personal illness, physical disability, or dental or medical care that could not be received at a time outside the employee's regular work ~~schedule which~~ schedule, which prevented the employee's attendance and performance of duties on that day(s). An employee may use his/her accumulated sick leave pursuant to M.S. 181.9413.

***Medical Certificate:***

The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. Said medical certificate shall be furnished to the Superintendent, in the event five (5) or more consecutive days of sick leave are taken. However, the final determination as to the eligibility of an employee for sick leave is reserved to the District.

***Deduction:***

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

***Pallbearer/Color Guard:***

One (1) day of sick leave per year may be used to serve as a pallbearer or color guard at a funeral.

***Notification:***

Employees shall notify the Superintendent or his/her designee in writing as soon as possible of their use of sick leave so that arrangements may be made to carry on the work.

**WORKERS' COMPENSATION**

Pursuant to M.S. Chapter 176, an employee who, because of sickness or injury while in service to the District, is collecting workers' compensation benefits may draw accrued sick leave and receive full salary from the District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from any accrued sick leave.

**OTHER LEAVES OF ABSENCE*****Bereavement Leave:***

One (1) to five (5) days of sick leave may be allowed for the death of members of the "immediate family" (defined as spouse, parent, children, brother, sister, foster children, guardian, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grand-parent-in-law). These bereavement leave days will be deducted from accrued sick leave. The Superintendent shall determine the number of days that shall be allowed.

***Military Leave:***

Military Leave shall be granted pursuant to applicable law.

***Jury Duty:***

Employees required to serve on jury duty shall receive their regular salary for regular work time spent in such capacity. However, the employee is required to turn over to the District any per diem received as a result of serving on a jury. Monies received as expenses shall be kept by the employee.

***Personal Leave:***

All employees covered by this Handbook may be granted, at the Superintendent's written discretion, a leave of no more than ~~four~~<sup>two</sup> (2) days per year, non-accumulative, for situations

that arise requiring the employee's personal ~~attention which~~ attention, which cannot be attended to outside the normal work day and are not covered under any other provision of this Handbook. Employees who are not considered full-time but work more than twenty (20) hours per week on average shall earn two (2) personal days per year.

Deaths, funerals, court appearances, estate settlements, and weddings are examples of situations for which this leave may be granted by the Superintendent.

Personal leave shall not be granted to perform work for pay or self-employment.

Requests for personal leave must be made in writing to the Superintendent at least three (3) days in advance, except in the event of an emergency.

Not more than one (1) employee in a department shall be granted personal leave at any one time, except in the event of an emergency.

Personal leave may not be used on a day preceding a holiday or vacation period, or the day after, except in the case of an emergency, whereby a written request may be made to and granted at the sole discretion of the Superintendent.

#### ***Unpaid Leave:***

Other leaves may be granted by the Superintendent, without pay to the employee, at the absolute discretion of the Superintendent.

Employees who are on an unpaid leave may continue to maintain their membership in the District's health and hospitalization insurance plan for the duration of their unpaid leave. The employee is responsible for the entire premium ~~amount which~~ amount, which must be paid on a monthly date determined by the District.

#### ***Section 5. Minnesota Paid Leave:***

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protections to eligible teachers, as prescribed in Minnesota Statutes, chapter 268B.

Subd. 2. Request: When this program is implemented, teachers shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Subd. 4. Supplemental Benefits: Teachers may opt to use available leave to supplement the

partial wage replacement benefits received from the Minnesota Paid Leave program.

Total compensation received may not exceed the employee's regular wages.

## HOLIDAYS

### ***Paid Holidays:***

Employees shall receive the following five (5) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and President's Day. If the school year extends beyond Memorial Day, that day shall also be a paid holiday.

When any of the above holidays falls on a Saturday, the preceding day shall be a holiday, and, when any of the above holidays falls on a Sunday, the following day shall be a holiday.

The District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or ~~holidays which fall within the employee's vacation period~~ holidays, which fall within the employee's vacation period, shall not be counted as a vacation day.

### ***Pay:***

Any employee required to work on their granted holiday shall receive one and one-half (1 ½) times their regular rate.



**430(b) Match**

The district shall make a match a contribution not to exceed ~~\$400~~ \$600 per year of this handbook. The district maximum contribution per employee would be \$10,000.

***Election:***

The employee's election shall not be subject to revocation or modification for the remainder of the school year. Once an eligible employee elects to participate in the 403(b) ~~annuity matching~~ annuity-matching program said election shall continue each subsequent year unless modified by the employee who must notify the School District and annuity carrier.

**PROBLEM SOLVING PROCEDURE**

The channeling for problem-solving (procedure) shall be as follows:

1. Immediate supervisor
2. Principal
3. Superintendent
4. School Board

Problems presented directly to the School Board must be referred back through the proper channels.

Matters referred to the Superintendent or School Board shall be in writing and be specific to the problem, only.

**PAY SCHEDULE**

Step	202 <del>53</del> -202 <del>64</del>	202 <del>64</del> -202 <del>75</del>
1	<u>20.00</u> <del>18.50</del>	<u>20.40</u> <del>19.25</del>
2	<u>20.25</u> <del>18.75</del>	<u>20.60</u> <del>19.50</del>
3	<u>20.50</u> <del>19.00</del>	<u>20.90</u> <del>19.76</del>
4	<u>20.75</u> <del>19.30</del>	<u>21.15</u> <del>20.05</del>
5	<u>21.00</u> <del>19.51</del>	<u>21.42</u> <del>20.29</del>