

Cannon Valley Special Education Cooperative #6094

Executive Assistant/Confidential Employee

Personnel Policies and Practices

July 1, 2021 Through June 30, 2022

Board Approved:

## ARTICLE I: EMPLOYMENT

### *Section 1: Introduction*

These Personnel Policies and Practices contain information pertaining to your employment with Cannon Valley Special Education Cooperative #6094. 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 Cooperative, nor does anything in this document alter your at-will employment relationship with the Cooperative. In the same sense that you can resign your employment with the Cooperative at any time for any reason or no reason at all, so can the Cooperative 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 are subject to the requirements of any applicable law, such as the Veterans' Preference Act, granting the employee employment rights.

### *Section 2: 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 3: Duty Year/Work Day*

The duty year shall be 52 weeks. 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 1: Compensation*

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

While the Cooperative 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: Experience Credit*

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

### *Section 3: 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 Executive Director.

## ARTICLE III – VACATION/LEAVES

### *Section 1: Vacation*

An employee must work a regular schedule of 20 or more hours per week and 50 or more weeks per year in order to be eligible for vacation. Employees will receive 26 vacation days per year.

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1); however, vacation is considered earned on a monthly basis. Individuals hired after July 1 will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 50 or more weeks per year. Employees working fewer than 50 weeks per year shall not receive vacation.

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 the Executive Director.

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

## *Section 2: 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 thirteen (13) sick leave days per year to a maximum accumulation of 228 days.

Sick leave shall be available to the employee at the beginning of the year (July 1), 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 their position. Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, or another individual as allowed by Minnesota law which prevented the employee's attendance at work on that day or days.

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 Cooperative will designate the physician and pay their fee. Charges for certification of absences greater than five (5) consecutive working days will be the responsibility of the Cooperative unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

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

## *Section 3: 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 (40) duty day of absence.

## *Section 4: Inclement Weather*

When schools are closed because of inclement weather, employees may work from home, report to work, or utilize vacation days. The employee shall inform the Executive Director of their use of the day.

## *Section 5: Bereavement Leave*

Employees may be allowed up to nine (9) days per year of leave with pay in case of death. Bereavement leave may be used in the case of a death of family members or friends.

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

## *Section 6: 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 7: Child Care Leave and Adoption Leave*

A child care/adoption leave shall be granted by the Cooperative subject to the provisions of this Section. Child care/adoption 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.

An employee making application for unpaid child care/adoption leave shall inform the Executive Director in writing of their intention to take the leave at least two calendar months before commencement of the

intended leave, except in unusual circumstances. The Executive Director and the employee will attempt to work out a satisfactory plan for the leave.

If the reason for the child care/adoption 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 2 is available for any period of disability associated with the pregnancy prior to the commencement of the child care/adoption leave.

The availability of a suitable replacement may also be considered by the Cooperative in both the granting of a child care/adoption leave or the duration of such leave.

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

grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.

permit the employee to return to their employment prior to the date designated in the request for child care/adoption leave.

An employee returning from child care/adoption leave shall have a right to return to their original position as specified in the employee's child care/adoption leave plan if the employee's leave is commenced and concluded within the same fiscal year. If the employee's child care/adoption leave plan does not call for their 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.

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

An employee who returns from child care/adoption 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/adoption leave only if the leave commences and ends within the same fiscal year.

Child care/adoption leave shall be without pay. The Cooperative shall continue its contributions for group insurance as specified in Article IV for an employee on child care/adoption leave only if the leave commences and ends within the same school year.

#### *Section 8: 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 9: Judicial Duty*

For any employee who is required to serve as a juror, the Employer will make up the difference between such employee's basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the business office an itemized certification of fees and expenses for jury duty. Advance notice to the executive director is required to permit the scheduling of a substitute. An employee is also required to notify the executive director immediately upon being excused from jury duty. If excused from jury duty prior to noon on the duty day, the employee will return to duty.

#### *Section 10: Executive Director'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 Executive Director.

### *Section 11: School Conference and Activities Leave*

In accordance with the provisions of MS.181.9412, the Cooperative will provide each employee with up to sixteen hours of school conference and activities leave during any twelve (12) 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. One school day advance written notice shall be provided via the Cooperative's substitute/leave reporting system. The Executive Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the employee's sick leave allowance.

## **ARTICLE IV – INSURANCE**

### *Section 1: 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 2: Cooperative Obligation*

The Cooperative'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 Cooperative as a result of a denial of insurance benefits by an insurance carrier.

### *Section 3: Health and Hospitalization*

The Cooperative shall provide eligible employees an opportunity to enroll for either single or family coverage in the Cooperative health and hospitalization insurance plan. The Cooperative shall contribute the amounts listed below toward the monthly premium for single and family coverage. The effective date for employer contributions shall be January 1.

The Cooperative will contribute the same amount toward the monthly premiums for single and family coverage as identified in the Licensed Staff Master Agreement.

### *Section 4: Dental Insurance*

The Cooperative shall provide eligible employees with an opportunity to enroll for either single or family coverage in the Cooperative dental insurance plan. The Cooperative shall contribute the amounts listed below toward the monthly premium for single or family coverage. The effective date for employer contributions shall be January 1.

The Cooperative will contribute the same amount toward the monthly premiums for single and family coverage as identified in the Licensed Staff Master Agreement.

### *Section 5: Life Insurance*

The Cooperative shall provide, at Cooperative 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 6: Long-Term Disability Insurance*

The Cooperative 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 7: Liability Insurance*

The Cooperative 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 their employment or any claim against him/her solely by reason of the holding of their position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

### *Section 8: Duration of Insurance Contribution*

Upon separation of employment, all Cooperative 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 their own expense for a period following separation determined by the insurance carrier and applicable laws.

## ARTICLE V – OTHER BENEFITS

### *Section 1. Travel*

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

### *Section 2. 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 the Executive Director. The Cooperative 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 the Executive Director.

### *Section 3. Professional Membership Dues*

The Cooperative may require employee to participate in one local service club. The Cooperative shall pay the annual membership dues for the employee for relevant professional organizations approved by the Cooperative. The Cooperative shall pay the annual membership dues for other community organizations as are required, directed or permitted, by the Executive Director.

### *Section 4. Vandalism Reimbursement*

The Cooperative shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties. The amount reimbursed shall be based on:

The employee making a police report for damages over \$500, reporting to insurance: The Cooperative will reimburse the employee's insurance deductible

The employee not making a police report for damages under \$500, not reporting to insurance: The Cooperative will reimburse the employee after two (2) estimates have been submitted to the executive director and approved.

### *Section 5. Longevity*

After five (5) years of employment within the Cooperative, an employee shall receive a one-time stipend of \$3,000.00.

After ten (10) years of employment within the Cooperative, an employee shall receive a one-time stipend of \$4,500.00.

After fifteen (15) years of employment within the Cooperative, an employee shall receive a one-time stipend of \$6,000.00.

After twenty (20) years of employment within the Cooperative, an employee shall receive a one-time stipend of \$7,500.00.

- A. School years during which an employee has been on any type of leave of absence for which step increments are not granted shall not be counted as a year of employment for the purposes of determining longevity eligibility. Longevity amounts shall be prorated to the FTE portion of the individual contract.
- B. Employees employed during the school year of 2016-2017 shall receive the credit for the year they were employed by Northfield Public Schools and assigned to the Cooperative.
- C. This stipend shall not be considered part of an employee's annual salary and is not negotiated within the salary schedule.

## ARTICLE VI – RETIREMENT

### *Section 1. 403(b) Matching Plan*

The Cooperative shall match employee payments up to \$3,400 per school year to a 403(b) plan for the full-time employee. The Cooperative total contribution will be capped at \$40,800.

The employee shall be eligible for a prorated Cooperative contribution for any years that are less than full time.

Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.

The Cooperative contribution will be made to a Board approved company of the employee's choice. It shall be the responsibility of the employee to make all arrangements required by the vendor to ensure that proper payment is made by the Cooperative. The Cooperative shall make payment to the employee's selected company bi-monthly.

### *Section 2. Retirement Insurance*

The district will set aside \$1,000.00 annually for all newly hired full-time employees under this agreement. Regular part-time employees that work .50 FTE or more will receive a prorated portion of the contribution. The district contribution will be made in July following the preceding full school year of service. The district contribution will be deposited into a district reserved account on behalf of all eligible employees as outlined in this Article; however, all district contributions will remain district assets until eligible employees meet the district's vesting requirements. Employees will become vested when they have at least 10 years of continuous service to the district, including District approved leaves of absence. For each year of service thereafter, the district will continue to deposit \$1,000.00 annually in the HRA account of all eligible full-time employees as outlined in this Article. The deposit for part-time employees will be prorated to the FTE for which they are contracted. The district contributions will be made in July following the preceding full school year of service. The vested employee will have access to his/her HRA account balance upon separation of employment.

APPENDIX A  
SALARIES AND DUTY YEAR  
2019-2020

Position	Duty Year	Annual Salary
Executive Assistant	52 weeks	\$73,690