

Cannon Valley Special Education Cooperative #6094

Non-Union Support Staff

Personnel Policies and Practices

July 1, 2021 - June 30, 2022

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 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 as listed in Appendix A. The employee shall perform services on those legal holidays on which the School Board so determines. The workday shall be 8:00 a.m. – 3:30 p.m. on Mondays, Wednesdays & Fridays and 7:30 a.m. – 3:30 p.m. on Tuesdays & Thursdays. The workday will include a 30 minute unpaid lunch.

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 40 or more weeks, shall be entitled to the following seven (6) paid holidays: Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Memorial Day. Holidays are paid at 7 hours per day.

ARTICLE III – LEAVES

Section 1. Eligibility:

Employees regularly scheduled to work twenty or more hours per week in a position with a minimum work year of the scheduled student days on the annual approved school calendar shall be eligible for leaves described under this Article except as provided in Article 3 Section 2.

Section 2. Sick Leave

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for nine (9) sick days per year.

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 Cooperative 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. 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 5. Personal Leave

The employee shall be allowed three (3) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor via the Cooperative substitute/leave reporting system.

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/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 his/her 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 3.02 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 Cooperative 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 Cooperative 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 Cooperative 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 \$35,000 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 them caused by any negligent act, error, omission, or breach of duty while acting within the scope of their employment or any claim against them 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 school duty shall be at the expense of the Cooperative. The mileage reimbursement rate shall be set by the School Board.

Section 2. Professional Improvement

The employee will participate in professional development activities which are directly related to their areas of responsibility and other areas designated by their immediate supervisor. 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 shall pay the annual membership dues for the employee for relevant professional organizations approved by the Cooperative.

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 four (4) years of employment as an employee under this agreement within the Cooperative, employees shall receive a career increment totaling \$1.25 per hour.

After nine (9) years of employment as an employee under this agreement within the Cooperative, employees shall receive a career increment totaling \$1.50 per hour.

After fourteen (14) years of employment as an employee under this agreement within the Cooperative, employees shall receive a career increment totaling \$1.75 per hour.

- A. School years during which the 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. This stipend shall not be considered part of the 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 \$600 per school year to a 403(b) plan for the full-time employee.

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.

APPENDIX A – SALARIES AND DUTY
YEAR 2021-2022

Position	Duty Year	Hourly Rate
Licensed Practical Nurse	187 Days	\$23.85