

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting - June 27, 2016 - 4:00 PM
District Administration Building

AGENDA

- | | |
|---|----|
| 1. ROLL CALL | 3 |
| 2. Human Resource Services | |
| A. Approval of Principals' Contract for 2016-2018 | 4 |
| B. Unaffiliated Salary Schedule 2016-2017 | 12 |
| 3. ADJOURN | 24 |

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

MISSION

Our Core Purpose:

The mission of Wayzata Public Schools is to ensure a world-class education that prepares each and every student to thrive today and excel tomorrow in an ever-changing global society.

VISION

What We Intend to Create and Experience:

The vision of Wayzata Public Schools is to be a model of excellence where all students discover their unique talents, develop a love and tenacity for learning and demonstrate confidence and capacity for success through:

Exceptional Student Learning, Experiences and Relationships:

- High achievement by each and every student—no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment where all are valued for who they are and the contributions they make.

Community Trust, Confidence and Partnership:

- Comprehensive learning opportunities meeting diverse learner needs and community aspirations;
- Committed to being the first choice for students and families;
- Maintaining the highest levels of satisfaction and pride by staff, parents and community.

Operational Excellence:

- Attraction, development and retention of exemplary, creative and engaged employees;
- Accountability by all staff for individual and collective performance;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Special Meeting – June 27, 2016

AGENDA SECTION: 1. Call to Order

ITEM: Call to Order/Roll Call Attendance

COMMENTS BY: Sarah Johansen, Board Vice-Chair

School Board Vice-Chair, Sarah Johansen, will call the meeting to order. Clerk Cheryl Polzin will call the roll.

	<u>Present</u>	<u>Absent</u>
Linda A. Cohen	_____	_____
Andrea Cuene	_____	_____
Sarah Johansen	_____	_____
Erik Brown	_____	_____
Chris McCullough	_____	_____
Bonita Lucky	_____	_____
Cheryl Polzin	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Special Meeting – June 27, 2016

AGENDA ITEM: 2A APPROVAL OF PRINCIPALS’ CONTRACT FOR 2016-2018

COMMENTS BY: Ms. Annie Doughty

The School Board Bargaining Team and the Wayzata Principals’ Association have reached an agreement for the 2016-2018 contract. Attached is a copy of the language and costing model.

Salary schedule improvement is 2.5% for 2016-2017 and 2.5% for 2017-2018.

Negotiation team members were:

Karen Keffeler, Paul Paetzel, Jim Bollum and Scott Gengler representing the principals.

Chris McCullough, Board Chair, and Annie Doughty, Executive Director of Human Resource Services, representing the School Board.

We continue to enjoy and appreciate a very professional and collaborative working relationship with the Principals’ Association. They are consummate professionals and it is exemplified in all they do on behalf of the students and staff in their buildings.

RECOMMENDED ACTION: Approve the contract with the Principals for the period July 1, 2016 through June 30, 2018 as tentatively agreed upon by the bargaining teams.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

PRINCIPALS Costing Model				FINAL 6/13/2016						
					2016-17	2017-18				
					Salary Increase:	2.50%	2.50%			
					Health Premium:	5.00%	5.00%			
					Dental Premium:	0.00%	2.00%			
COST SUMMARY	2015-16	2016-17	\$ CHG	% CHG	2017-18	\$ CHG	% CHG	\$ CHG	% CHG	
FTE Equiv:	19	19			19					
Salary Cost	\$ 2,609,757	\$ 2,697,566	\$ 87,809	3.36%	\$ 2,782,098	\$ 84,532	3.13%	\$ 172,341	6.60%	
Benefit Cost	\$ 517,135	\$ 531,614	\$ 14,479	2.80%	\$ 543,256	\$ 11,642	2.19%	\$ 26,120	5.05%	
Health	\$ 329,420	\$ 344,400	\$ 14,980	4.55%	\$ 359,888	\$ 15,488	4.50%	\$ 30,468	9.25%	
Dental	\$ 23,932	\$ 23,932	\$ -	0.00%	\$ 24,410	\$ 479	2.00%	\$ 479	2.00%	
Up to 5 Sick Days to 403b Option	\$ -	\$ 11,400	\$ 11,400		\$ 11,400	\$ -		\$ 11,400		
Total Salary/Bene	\$ 3,480,244	\$ 3,608,912	\$ 128,668	3.70%	\$ 3,721,052	\$ 112,140	3.11%	\$ 240,808	6.92%	



**Wayzata Principals' Association
And
Independent School District 284**

**Tentative Agreement – June 14, 2016
2016-2018**

New Language underlined

Deleted Language strike through

Article II Recognition

The Employer hereby recognizes the Association as the exclusive representative for the purpose of negotiating terms and conditions of employment for all persons included in the appropriate unit of principals employed by the Employer, as established pursuant to the specific inclusions and exclusions provided in PELRA.

Whenever used in this Contract, the term "principal" shall mean any employee who is included in the foregoing unit. Principals placed on Special Assignment shall remain under the scope of this bargaining agreement.

The Employer agrees that it will not meet and negotiate or meet and confer with any other organization with respect to principals included in the appropriate unit, as long as the Association continues to be the duly authorized exclusive representative.

The Employer recognizes the right of the Association to meet and confer to discuss policies and those matters relating to their employment not included under the definition of "terms and conditions of employment" in PELRA.

Section 4.2 Basic School Year

The number of scheduled work weeks will be as follows: High School Principal, High School Associate Principals, Middle School Principals, Elementary Principals – ~~48 weeks,~~ 52 weeks with twenty-five (25) days of vacation Middle School Associate Principals – ~~46~~ 52 weeks with thirty (30) days of vacation. There shall be no payment for work days in excess of contracted days unless approved by the Superintendent. Principals may schedule ten (10) ~~non-work/vacation~~ days during the teacher work year subject to supervisor approval. No more than five (5) consecutive ~~non-work/vacation~~ days may be scheduled at one time. Changes to these limits may be approved at the discretion of the Superintendent. Principals may carryover up to ~~five (5)~~ ten (10) ~~non-work/vacation~~ days per year. Deduction for each work day of absence without pay during the basic school year will be based upon the principal's annual salary divided by the annual number of ~~work days (260) and paid holidays~~. If so requested by the Employer, an individual principal may continue his regular basic duties beyond the

basic school year. The individual principal may request a one year modification to the number of work days in the basic school year. If approved, the salary for that year shall be prorated from the basic salary schedule.

At the time of leave of absence, resignation, termination or discharge of a principal his/her annual vacation days will be prorated in proportion to the time worked. If an excess amount has been used, the principal is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Upon retirement, resignation, termination or dismissal, employees will be paid for earned, unused vacation days to a maximum of twenty-five (25) days.

Section 7.1 Sick Leave

Employees shall receive a one-time leave allowance of thirty-five (35) days in addition to the amount granted below. Paid sick leave shall be earned each year according to the following schedule:

<u>Weeks of Service</u>	<u>No. of Days Annually</u>
46	15
48- 52	16

Leave not used during any school year may accumulate ~~without limit~~ up to a total of two-hundred sixty (260) days.

The Employer reserves the right to require substantiation of illness.

~~Any principal employed for less than three years may use unearned sick leave up to thirty-six (36) days. A principal must repay any sick leave used but unearned upon termination of employment.~~

Principals who are entitled to severance pay pursuant to Article IX shall receive pay for each day of accrued, unused sick leave up to a maximum number of work days that equals one-half of the principal's annual work year pursuant to Article IV, Section 4.2.

Section 7.3 Bereavement Leave

A principal shall be granted up to five (5) days paid leave without a deduction from accumulated sick leave, per incident, during the scheduled work year due to death of an immediate family member or close personal friend. ~~A principal's immediate family is defined as parents, children, grandparents, grandchildren, siblings, sibling's spouse, spouse, spouse's parents and spouse's siblings. This definition also includes a relative or close friend normally living in the employee's household.~~ Any additional days granted at the discretion of the Employer will be deducted from accumulated sick leave.

A principal may apply ~~up to three (3) days~~ of accumulated sick leave benefits toward an absence during their basic work year due to the death of other relatives or close friends.

Section 7.10 Applications for Leave

Applications for sabbatical leave and long-term leaves of absence must be submitted by February ~~1~~ 15, preceding the basic school year for which such leave is requested.

Section 7.13 Jury Duty

For any principal who is required to serve as a juror, the Employer shall make up the difference between such principal's basic salary and the fees received by the principal (less the mileage, parking, and meals). In order to be eligible for this supplement the principal must submit to the ~~Personnel~~ Payroll Office an itemized certification of fees

and expenses for jury duty. Reasonable notice to the Superintendent is required for absence due to jury duty. A principal is also required to notify the Superintendent when being excused for jury duty.

Section 7.14 Professional Organizations and Professional Development

The district shall reimburse principals and ~~assistant~~ associate principals for expenses incurred in the attendance at local and state meetings, seminars, and conventions. Expenses incurred in the attendance at national conventions will be reimbursed annually for principals and every second year for ~~assistant~~ associate principals. Attendance at national conventions or any other meetings and seminars shall be subject to the approval of the Superintendent and shall be within the budget established for such purpose. Principals and ~~assistant~~ associate principals shall be reimbursed for dues to state and national principal associations.

Section 7.15 Non-Work Days ~~Vacation~~

Each year, up to three (3) unused ~~non-work~~ vacation days will be converted at fiscal year-end to a daily rate of pay and credited to the Health Care Savings Plan (HCSP) established by the Minnesota State Retirement Systems. The District will verify the unused days and determine the number eligible for conversion. Verification of these unused days will be determined by the absence reports submitted through the on-line attendance system to Payroll.

Section 7.16 Holidays

Each year, the Employer will designate ten (10) holidays and these days are included in the salary. Typically, the holidays will be as follows, however, refer to the annual school calendar for final dates.

Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day, New Years Day, Martin Luther King Holiday, Presidents' Day and Memorial Day.

Section 8.3 Seniority List

For the purposes of this Article there shall be four (4) Administrative Levels, as follows:

- | | |
|--|---|
| Elementary Principal | Secondary Principal |
| Elementary Assistant <u>Associate</u> Principal | Secondary Assistant <u>Associate</u> Principal |

The Employer shall prepare from its records a Principal seniority list, in order of seniority date, which shall contain the seniority date, name, administrative level(s) with district employment experience area(s) of certification, and district seniority date for each employee. The Employer will post the seniority list at the District Office and will provide the list to the Association on or before November 15 of each year. Any principal may challenge the correctness of the information contained in the posted seniority list by filing a grievance. In the absence of a grievance filed within fifteen (15) duty days from the date of posting, the posted Principal seniority list will be conclusively deemed to be correct.

Section 9.5 Insurance Benefits

For eligible principals, the following retirement benefits apply. Any eligible principal who has completed ten (10) or more years of continuous service to the District and has attained the age of fifty-five (55) as of the effective date of retirement, shall be eligible for ~~a maximum contribution of 90% of the District contribution for the coverage level the retiree is enrolled for hospital/medical insurance and dental insurance not to exceed \$725.00 per month for retirees electing single coverage, \$1,500.00 per month for retirees electing 1+1 coverage and \$2,100.00 per month for retirees electing family coverage.~~

District contribution towards the full premium for medical insurance up to age-qualified Medicare eligibility not to exceed \$960 per month for retirees electing single coverage, \$1,930 per month for retirees electing 1+1 coverage and \$2,670.00 per month for retirees electing family coverage. Such hospital/medical and dental-insurance shall terminate at age-qualified Medicare eligibility.

Benefits available under the hospital/medical insurance plan shall be coordinated with any government-provided benefits (such as Medicare) when eligible to do so to provide the same total benefits available to similar employees actively at work. The Employer contribution towards dental insurance coverage shall terminate at age-qualified Medicare eligibility.

Benefits under the life insurance plan shall be based on the last annual salary of the retired principal. ~~Such~~ Life insurance coverage shall terminate at the end of the month in which the retired principal attains the age of sixty-five (65).

In the event of the death of a retired principal, the Employer will pay the total premium for continued hospital/medical insurance for the surviving spouse/eligible dependent children for a period of twelve (12) months or until the date the retired principal would have ~~attained Medicare eligibility~~ reached the end of the Employer's contribution period, whichever occurs earliest. The surviving spouse may, at their own expense, continue participation in the hospital/medical insurance plan beyond the twelve (12) month period. ~~until the date the retired principal would have attained Medicare eligibility.~~

Appendix D

MEMORANDUM OF UNDERSTANDING

~~Retiree Benefits~~ Retirement Pay Window – Retirement Pay

Wayzata Public Schools ISD No. 284 and the Wayzata Principals Association (WPA) agree to establish a joint committee to research options regarding retiree benefits. ~~An outside consultant, jointly approved, will be utilized during these discussions.~~

~~The committee will complete their work by September 1, 2015~~

~~This Memorandum of Understanding will expire on June 30, 2016.~~

For employees who will meet the eligibility requirements under Section 9.2 of Retirement Pay, the parties have agreed to the following:

Upon completion of three (3) years of service as a full-time principal in the Wayzata School District and effective ten (10) years prior to reaching eligibility for retirement pay benefit, the District agrees to deposit the dollar equivalent of 5% (five) percent of the employee's annual salary as of June 30th of each year within sixty (60) days for ten (10) years as follows:

- 100% will be distributed to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP)

As soon as practical upon initial implementation, if the employee has less than ten (10) years remaining until retirement pay benefit eligibility, the District will distribute a lump sum equivalent to catch up the employee as if deposits began during the year that was ten (10) years prior to

reaching eligibility for receiving retirement pay. This is intended to replace the former severance payment language at the time of retirement.

Example: Employee A will be eligible in four (4) years to receive retirement pay. The District will distribute 30% of Employee A's salary in the first year and 5% of Employee A's annual salary for each of the next four (4) years.

Appendix E

MEMORANDUM OF UNDERSTANDING

Sick Leave Conversion

For employees who will meet the eligibility requirements under Section 9 of Severance and Retirement Pay and are scheduled to work 260 days the parties have agreed to the following:

Upon completion of three (3) years of service as a full-time principal in the Wayzata School District and effective ten (10) years prior to reaching eligibility for sick leave conversion, the District agrees to deposit, prior to December 31st of each calendar year, the dollar equivalent of 13 sick days at the employee's daily rate of pay as follows:

- Sick days will be converted at the employee's daily rate of pay and distributed to a 403(b) account established by the employee exclusively for the purpose of receiving such deposits ("the Retirement 403(b)")

As soon as practical upon initial implementation, if the employee has less than ten (10) years remaining until retirement pay benefit eligibility, the District will distribute a lump sum equivalent to catch up the employee as if deposits began during the year that was ten (10) years prior to reaching eligibility for receiving retirement pay – sick leave conversion. This is intended to replace the former sick leave conversion payment language at the time of retirement.

Example: Employee A will be eligible in four (4) years to receive retirement pay- sick leave conversion. The District will convert and distribute 78 sick days (6 years times 13 sick days) at Employee A's daily rate in the first year and 13 days of Employee A's daily rate for each of the next four (4) years. For Employees who are not scheduled to work 260 days, the sick leave conversion in Section 9.2 will continue to apply.

In the event that an employee's sick leave balance would fall below 35 sick days, payment will be limited to the number of sick days without going below 35 sick days. At his/her discretion, the Executive Director of Human Resources has the ability to grant additional sick days for the critical illness of an employee if the sick leave conversion window leaves an employee without short term disability coverage to bridge long-term disability eligibility.

Appendix F

Sick Leave Accumulation

Staff who use five (5) days or less of sick leave in a school year may elect to convert sick leave days to cash at \$125/day and the following conditions. The District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days

that have been converted to cash. This payment will be made to an eligible tax deferred plan within 60 days after the end of the fiscal year on the following basis:

<u>Accumulated Sick Leave</u>	<u>Amount</u>
<u>30 – 60 days accumulated sick leave</u>	<u>1 day (\$125)</u>
<u>60+ days accumulated sick leave</u>	<u>2 days (\$250)</u>
<u>90+ days accumulated sick leave</u>	<u>3 days (\$375)</u>
<u>120+ days accumulated sick leave</u>	<u>4 days (\$500)</u>
<u>184 days or more</u>	<u>5 days (\$625)</u>

An employee who is at least age fifty-five (55) and has completed a minimum of ten (10) years of service in the capacity of a principal, at least eight (8) hours per day and 52 weeks per year, shall receive payment for \$125 per day for unused sick leave exceeding 35 days at time of retirement; not to exceed one-half of annual work days. Pay will be distributed to the Minnesota State Retirement System Health Care Savings Plan within 60 days of retirement.

WAGES

2016-17: 2.5%

2017-18: 2.5%

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Special Meeting – June 27, 2016

AGENDA SECTION: 2. Unaffiliated Salary Schedule 2016-2017

COMMENTS BY: Ms. Annie Doughty

Unaffiliated Salary Schedule – 2016-17

Attached is the 2016-17 costing model and summary of language changes for the Unaffiliated staff, Levels 1-9 and Technology staff. This recommendation includes a salary schedule improvement of 2.50% for 2016-17. This recommendation is within the District’s budget parameters.

The Human Resources’ Board Committee has reviewed the recommended changes.

RECOMMENDED ACTION: Approve the 2016-2017 Salary Schedule and Handbooks for Unaffiliated positions as recommended.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

UNAFFILIATED COSTING MODEL

16-17

UPDATED:

Health Rate Increase 5.00%

FINAL - June 27, 2016

Dental Rate Increase 0.00%

Salary Schedule Increas 2.50%

	Base Year	1st Year	\$ Change	% Change
Salaries	2015-16	2016-17	Base to Yr 1	Base to Yr 1
Unaffiliated	\$ 6,290,515	\$ 6,512,257	\$221,742	3.53%
Benefits				
FICA/MC (.0765)	\$481,224	\$498,188	\$16,963	3.53%
PERA (.075)	\$471,789	\$488,419	\$16,631	3.53%
Life	\$ 9,775.92	\$ 10,110.41	\$334	3.42%
LTD	\$18,242	\$18,886	\$643	3.53%
Health	\$299,591	\$314,571	\$14,980	5.00%
Dental	\$61,863	\$61,863	\$0	0.00%
TSA, Def Comp, ER	\$ 234,852	\$ 244,536	\$9,685	4.12%
		\$ -	\$ -	
Subtotal	\$ 1,577,338	\$ 1,636,574	\$ 59,236	3.76%
Grand Total	\$ 7,867,853	\$ 8,148,831	\$ 280,978	3.57%



New Language underlined

~~Deleted Language strike through~~

2016-17 Unaffiliated Staff – Level 1-2 & Technology Support

Section 1 – General Information

This handbook is meant strictly for information purposes regarding the employee's at-will employment with the District. It does not imply any continuing contract rights. Nothing in this handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Employment-at-will may be terminated at the will of either the Employer or the employee. The employee handbook is not an implied or expressed employment contract. Existing policy and law will prevail over any inadvertent errors in the following text. THIS POLICY MANUAL IS NOT AN EMPLOYMENT CONTRACT.

Hospitalization and Medical Insurance

Each spring, prior to the beginning of a new insurance plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. The District's contribution towards hospitalization/medical insurance will be up to ~~\$534.19~~\$554.80/month for the ~~2015-16~~2016-17 fiscal year.

Appendix B – Sick Leave Accumulation

Staff who use five (5) days or less of sick leave in a school year may elect to convert sick leave days to cash at ~~\$120~~5/day and the following conditions. The District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to cash. This payment will be made to an eligible tax deferred plan within 60 days after the end of the fiscal year on the following basis:

Accumulated Sick Leave	Amount
30 – 60 days accumulated sick leave	1 day (\$120 <u>\$125</u>)
60+ days accumulated sick leave	2 days (\$240 <u>\$250</u>)
90+ days accumulated sick leave	3 days (\$360 <u>\$375</u>)
120+ days accumulated sick leave	4 days (\$480 <u>\$500</u>)

2016-17 Unaffiliated Staff – Level 3 & Technology Specialist

Section 1 – General Information

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Each spring, prior to the beginning of a new insurance plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. The District's contribution towards hospitalization/medical insurance will be up to ~~\$534.19~~ \$554.80/month for the ~~2015-16~~ 2016-17 fiscal year.

Appendix B – Sick Leave Accumulation

Staff who use five (5) days or less of sick leave in a school year may elect to convert sick leave days to cash at \$120~~5~~/day and the following conditions. The District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to cash. This payment will be made to an eligible tax deferred plan within 60 days after the end of the fiscal year on the following basis:

Accumulated Sick Leave	Amount
30 – 60 days accumulated sick leave	1 day (\$120 <u>\$125</u>)
60+ days accumulated sick leave	2 days (\$240 <u>\$250</u>)
90+ days accumulated sick leave	3 days (\$360 <u>\$375</u>)
120+ days accumulated sick leave	4 days (\$480 <u>\$500</u>)
184 days or more	5 days (\$600 <u>\$625</u>) <u>or # of accrued sick days the employee would lose to a maximum of 10 days whichever is greater</u>

2016-17 Unaffiliated Staff – Level 4-8

Section 1 – General Information

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Sick Leave

In conjunction with the long-term disability insurance provided, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Employees shall receive a onetime leave allowance of 35 days in addition to the amount granted below. Paid sick leave shall be earned each year according to the following schedule:

<u>Weeks of Service</u>	<u>No. of Days Annually</u>
42-43	14
44-46	15
47-52	16

Sick leave not used during any school year may accumulate ~~without limit~~ up to a total of two-hundred sixty (260) days.

Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual under eighteen years of age or an individual under age twenty who is still attending secondary school.

The Employer reserves the right to require substantiation of illness.

At the time of leave of absence, resignation, termination or discharge of an employee their annual sick days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

See Section 7 Retirement Pay Calculation for additional information regarding accumulated sick leave upon termination of employment.

Hospitalization and Medical Insurance

Each spring, prior to the beginning of a new insurance plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. The District's contribution towards hospitalization/medical insurance will be up to ~~\$531.19~~ \$554.80/month for the ~~2015-16~~ 2016-17 fiscal year.

In the event of the death of an active employee, the Employer will continue to pay the appropriate premium for continued hospital/medical insurance for the surviving spouse/eligible dependent child for a period of twelve (12) months.

Retirement Pay Calculation

Retirement pay calculations are determined by the eligibility standards met by each employee at the time of retirement. Retirement pay for those employees who have participated in the District Early Retirement Incentive Program will be adjusted.

Employees who meet all of the eligibility requirements above shall receive retirement pay equal to one-half of their salary for the preceding twelve-month period.

In addition, eligible employees shall receive a retirement payment in an amount described below. Eligible employees shall receive pay equivalent to his/her daily rate of pay (as defined in Section 3 Basic Salary) calculated from the last 12-months of service, times the number of unused sick days, not to exceed the maximum listed in the table below.

Contracted Work Weeks at Date of Retirement			
<u>42</u>	<u>44</u>	<u>46</u>	<u>52</u>
105	110	115	130

In no event shall a combined total of retirement pay and unused sick leave pay exceed the salary for the preceding 12-month period.

~~An employee not meeting the eligibility requirements for retirement pay who is at least age fifty five (55) and has worked at least ten (10) continuous years in the District, at least eight (8) hours per day, shall receive payment for 50% of unused sick leave at time of retirement not to exceed one half of annual work days.~~

Retirement Insurance Benefits

To be eligible for retirement insurance benefits, the retiring employee must have attained the age of fifty-five (55) or meets the "Rule of 90" eligibility rules under PERA as of the effective date of retirement and have completed ten (10) years of continuous service to the District in a position eligible for Level 4-8 benefits.

The District will contribute towards the full premium for medical insurance up to age-qualified Medicare eligibility not to exceed ~~\$920.00~~ 960.00 per month for retirees electing single coverage, ~~\$1,820.00~~ 1,930.00 per month for retirees electing 1+1 coverage and ~~\$2,530.00~~ 2,670.00 per month for retirees electing family coverage. Such hospital/medical and dental insurance shall terminate at age-qualified Medicare eligibility.

Benefits available under the hospital/medical insurance plan shall be coordinated with any government-provided benefits (such as Medicare) when eligible to do so to provide the same total benefits available to similar employees actively at work.

The Employer contribution to hospital/medical insurance shall terminate at age-qualified Medicare eligibility. The Employer contribution towards dental insurance coverage shall terminate at age-qualified Medicare eligibility.

Benefits under the life insurance plan shall be based on the last annual salary of the retired employee. Life insurance coverage shall terminate at the end of the month in which the retired employee attains the age of sixty-five (65).

Employees who are participants in the administrative early retirement incentive life insurance plan retain a fifteen thousand dollar (\$15,000) residual life benefit after the age of sixty-five (65).

In the event of the death of a retired employee, the Employer will continue its contribution for continued hospital/medical insurance for the surviving spouse/eligible dependent children for a period of twelve (12) months or until the date the retired employee would have reached the end of the Employer's contribution period, whichever occurs first. The surviving spouse may, at their own expense, continue participation in the hospital/medical insurance plan beyond the twelve (12) month period.

Appendix B – Sick Leave Accumulation

Staff who use five (5) days or less of sick leave in a school year may elect to convert sick leave days to cash at \$~~120~~125/day and the following conditions. The District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to cash. This payment will be made to an eligible tax deferred plan within 60 days after the end of the fiscal year on the following basis:

Accumulated Sick Leave	Amount
30 – 60 days accumulated sick leave	1 day (\$120 <u>\$125</u>)
60+ days accumulated sick leave	2 days (\$240 <u>\$250</u>)
90+ days accumulated sick leave	3 days (\$360 <u>\$375</u>)
120+ days accumulated sick leave	4 days (\$480 <u>\$500</u>)
184 days or more	5 days (\$600 <u>\$625</u>)

An employee who is at least age fifty-five (55) and has completed a minimum of ten (10) years of service in District level 4-8 capacity, at least eight (8) hours per day and 52 weeks per year, shall receive payment for \$125 per day for unused sick leave exceeding 35 days at time of retirement; not to exceed one-half of annual work days. Pay will be distributed to the Minnesota State Retirement System health Care Savings Plan within 60 days of retirement.

Appendix C – Memorandum of Understanding – Retirement Pay

Section 7 Retirement Pay Window

For employees who will meet the eligibility requirements under Section 7 of Retirement Pay, the parties have agreed to the following:

Upon completion of three (3) years of service as a full-time unaffiliated employee in the Wayzata School District and effective ten (10) years prior to reaching eligibility for retirement pay benefit, the District agrees to deposit, ~~prior to December 31st of each calendar year,~~ the dollar equivalent of 5% (five) percent of the employee's annual salary as of June 30th of each year within 60 days for ten (10) years as follows:

- 50% will be distributed to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP)

- 50% will be distributed to a 403(b) account established by the employee exclusively for the purpose of receiving such deposits (“the Retirement 403(b)”)

As soon as practical upon initial implementation, if the employee has less than ten (10) years remaining until retirement pay benefit eligibility, the District will distribute a lump sum equivalent to catch up the employee as if deposits began during the year that was ten (10) years prior to reaching eligibility for receiving retirement pay. This is intended to replace the former severance payment language at the time of retirement.

Example: Employee A will be eligible in four (4) years to receive retirement pay. The District will distribute 30% of Employee A’s salary in the first year and 5% of Employee A’s annual salary for each of the next four (4) years.

Appendix D – Memorandum of Understanding – Sick Leave Conversion

For employees who are scheduled to work 260 days and will meet the eligibility requirements under Section 7 of Retirement Pay, the parties have agreed to the following:

Upon completion of three (3) years of service as a full-time unaffiliated employee in the Wayzata School District and effective ten (10) years prior to reaching eligibility for sick leave conversion, the District agrees to deposit, prior to December 31st of each calendar year, the dollar equivalent of 13 sick days at the employee’s daily rate of pay as follows:

- Sick days will be converted at the employee’s daily rate of pay and distributed to a 403(b) account established by the employee exclusively for the purpose of receiving such deposits (“the Retirement 403(b)”)

As soon as practical upon initial implementation, if the employee has less than ten (10) years remaining until retirement pay benefit eligibility, the District will distribute a lump sum equivalent to catch up the employee as if deposits began during the year that was ten (10) years prior to reaching eligibility for receiving retirement pay – sick leave conversion. This is intended to replace the former sick leave conversion payment language at the time of retirement.

Example: Employee A will be eligible in four (4) years to receive retirement pay- sick leave conversion. The District will convert and distribute 78 sick days (6 years times 13 sick days) at Employee A’s daily rate in the first year and 13 days of Employee A’s daily rate for each of the next four (4) years. For Employees who are not scheduled to work 260 days, the sick leave conversion upon retirement in Section 7 will continue to apply.

In the event that an employee’s sick leave balance would fall below 35 sick days, payment will be limited to the number of sick days without going below 35 sick days. At his/her discretion, the Executive Director of Human Resources has the ability to grant additional sick days for the critical illness of an employee if the sick leave conversion window leaves an employee without short term disability coverage to bridge long-term disability eligibility.

2016-17 Unaffiliated Staff – Level 9

Section 1 – General Information

This handbook is meant strictly for information purposes regarding the employee's at-will employment with the District. It does not imply any continuing contract rights. Nothing in this handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Employment-at-will may be terminated at the will of either the Employer or the employee. The employee handbook is not an implied or expressed employment contract. Existing policy and law will prevail over any inadvertent errors in the following text. THIS POLICY MANUAL IS NOT AN EMPLOYMENT CONTRACT.

Sick Leave

In conjunction with the long-term disability insurance provided, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Employees shall receive a onetime leave allowance of 35 days in addition to the amount granted below. Paid sick leave shall be earned each year according to the following schedule:

<u>Weeks of Service</u>	<u>No. of Days Annually</u>
42-43	14
44-46	15
47-52	16

Sick leave not used during any school year may accumulate ~~without limit~~ up to a total of two-hundred sixty (260) days.

Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual under eighteen years of age or an individual under age twenty who is still attending secondary school.

The Employer reserves the right to require substantiation of illness.

At the time of leave of absence, resignation, termination or discharge of an employee their annual sick days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

See Section 7 Retirement Pay Calculation for additional information regarding accumulated sick leave upon termination of employment.

Hospitalization and Medical Insurance

Each spring, prior to the beginning of a new insurance plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. The District's contribution towards hospitalization/medical insurance will be up to ~~\$534.19~~ \$554.80/month for the ~~2015-16~~ 2016-17 fiscal year.

In the event of the death of an active employee, the Employer will continue to pay the appropriate premium for continued hospital/medical insurance for the surviving spouse/eligible dependent child for a period of twelve (12) months.

Retirement Pay Calculation

Retirement pay calculations are determined by the eligibility standards met by each employee at the time of retirement. Retirement pay for those employees who have participated in the District Early Retirement Incentive Program will be adjusted.

Employees who meet all of the eligibility requirements above shall receive retirement pay equal to one-half of their salary for the preceding twelve-month period.

In addition, eligible employees shall receive a retirement payment in an amount described below. Eligible employees shall receive pay equivalent to his/her daily rate of pay (as defined in Section 3 Basic Salary) calculated from the last 12-months of service, times the number of unused sick days, not to exceed the maximum listed in the table below.

Contracted Work Weeks at Date of Retirement			
<u>42</u>	<u>44</u>	<u>46</u>	<u>52</u>
105	110	115	130

In no event shall a combined total of retirement pay and unused sick leave pay exceed the salary for the preceding 12-month period.

~~An employee not meeting the eligibility requirements for retirement pay who is at least age fifty five (55) and has worked at least ten (10) continuous years in the District, at least eight (8) hours per day, shall receive payment for 50% of unused sick leave at time of retirement not to exceed one half of annual work days.~~

Retirement Insurance Benefits

To be eligible for retirement insurance benefits, the retiring employee must have attained the age of fifty-five (55) or meets the "Rule of 90" eligibility rules under PERA as of the effective date of retirement and have completed ten (10) years of continuous service to the District in a position eligible for Level 9 benefits.

The District will contribute towards the full premium for medical insurance up to age-qualified Medicare eligibility not to exceed ~~\$920.00~~ 960.00 per month for retirees electing single coverage, ~~\$1,820.00~~ 1,930.00 per month for retirees electing 1+1 coverage and ~~\$2,530.00~~ 2,670.00 per month for retirees electing family coverage. Such hospital/medical and dental insurance shall terminate at age-qualified Medicare eligibility.

Benefits available under the hospital/medical insurance plan shall be coordinated with any government-provided benefits (such as Medicare) when eligible to do so to provide the same total benefits available to similar employees actively at work.

The Employer contribution to hospital/medical insurance shall terminate at age-qualified Medicare eligibility. The Employer contribution towards dental insurance coverage shall terminate at age-qualified Medicare eligibility.

Benefits under the life insurance plan shall be based on the last annual salary of the retired employee. Life insurance coverage shall terminate at the end of the month in which the retired employee attains the age of sixty-five (65).

Employees who are participants in the administrative early retirement incentive life insurance plan retain a fifteen thousand dollar (\$15,000) residual life benefit after the age of sixty-five (65).

In the event of the death of a retired employee, the Employer will continue its contribution for continued hospital/medical insurance for the surviving spouse/eligible dependent children for a period of twelve (12) months or until the date the retired employee would have reached the end of the Employer's contribution period, whichever occurs first. The surviving spouse may, at their own expense, continue participation in the hospital/medical insurance plan beyond the twelve (12) month period.

Appendix B – Sick Leave Accumulation

Staff who use five (5) days or less of sick leave in a school year may elect to convert sick leave days to cash at \$~~120~~125/day and the following conditions. The District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to cash. This payment will be made to an eligible tax deferred plan within 60 days after the end of the fiscal year on the following basis:

Accumulated Sick Leave	Amount
30 – 60 days accumulated sick leave	1 day (\$120 <u>\$125</u>)
60+ days accumulated sick leave	2 days (\$240 <u>\$250</u>)
90+ days accumulated sick leave	3 days (\$360 <u>\$375</u>)
120+ days accumulated sick leave	4 days (\$480 <u>\$500</u>)
184 days or more	5 days (\$600 <u>\$625</u>)

An employee who is at least age fifty-five (55) and has completed a minimum of ten (10) years of service in District level 9 capacity, at least eight (8) hours per day and 52 weeks per year, shall receive payment for \$125 per day for unused sick leave exceeding 35 days at time of retirement; not to exceed one-half of annual work days. Pay will be distributed to the Minnesota State Retirement System health Care Savings Plan within 60 days of retirement.

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WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Special Meeting – June 27, 2016

AGENDA SECTION: 3. Adjourn

ITEM: _____

COMMENTS BY: Sarah Johansen, Board Vice-Chair

This agenda item brings closure to the school board meeting.

RECOMMENDED ACTION: Call the meeting to a close.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions: _____

Time: _____