

Head Custodians

NORTHFIELD PUBLIC SCHOOLS

POLICY DOCUMENT

COVERING

WAGES, WORKING CONDITIONS AND FRINGE BENEFITS

OF

BUILDING HEAD CUSTODIANS

**Policy Extends from
July 1, 2014, through June 30, 2016**

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). 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 District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District 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 1.01 are subject to the requirements of any applicable law, such as the teacher Continuing Contract Law or the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 – 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 1.03 – Policy

This policy is in effect from July 1, 2014, through June 30, 2016. In the event a successor Policy is not approved prior to the expiration of this Policy, the head custodian shall be compensated according to his/her current rate until a successor Policy is approved by the Board of Education.

ARTICLE II RATES OF PAY AND OTHER COMPENSATION

Section 2.01 - Base Hourly Rate

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2014-15:	19.94	20.30	20.67	21.04	21.42	21.80
2015-16:	20.54	20.91	21.29	21.67	22.07	22.46

Step placement of new head custodians shall be recommended by the Superintendent or his/her designee and approved by the Board of Education.

Step changes shall take effect at the beginning of the fiscal year. In order for an employee to advance to a succeeding step on the schedule, he/she must have been employed by the district for more than half of the preceding work year.

Section 2.02 - Building Responsibility Stipends

	<u>2014-15</u>	<u>2015-16</u>
Longfellow Elementary School	\$3,100 per year	\$3,100 per year
Sibley Elementary School	\$3,350 per year	\$3,350 per year
Bridgewater Elementary School	\$3,350 per year	\$3,350 per year
Greenvale Park Elementary School	\$3,350 per year	\$3,350 per year
Middle School	\$4,700 per year	\$4,700 per year
High School	\$5,000 per year	\$5,000 per year

Section 2.03 - License Stipend

1st Class License	\$2,100 per year
Chief License	\$2,775 per year

Section 2.04 - Supplement for Indoor Swimming Pool Maintenance:

Swimming Pool Maintenance	\$500 per year
Primary Swimming Pool Maintenance	\$1,000 per year

In order to qualify for this stipend, the employee must hold current pool and spa operator certification as required by the State of Minnesota. There will be no additional call-back pay as part of the consideration for the extra payment.

Section 2.05 - Uniforms:

The annual allotment for uniforms for each head custodian will be up to five shirts of the custodian's choice. Head Custodians will receive a \$275 taxable stipend each year for the purposes of purchasing pants, shoes, coat or other work clothing. School district uniforms must be worn at all times when school is open to the public or to students. Damaged uniforms may be replaced at the discretion of the school district upon request. It shall be the responsibility of the head custodian to launder his/her uniforms.

HOURS OF WORK, BUILDING CHECKS, AND OVERTIME PAY

Section 2.06 - Work Week/Duty Year/Weekend and Holiday Building Checks:

Work Week: The basic work week shall consist of forty (40) hours. The regular work week shall be five (5) consecutive days - Monday through Friday, except in emergency circumstances or as mutually agreed between the employer and employee. Working hours shall be determined by the school administration.

Duty Year: The duty year for head custodians shall be fifty-two (52) weeks as provided herein, and the head custodians shall perform services on those legal holidays on which the School Board so determines. They shall be on duty during any emergency, natural or unnatural, unless they are otherwise excused in accordance with School Board or administrative policy.

Weekend and Holiday Building Checks: The head custodians will be responsible for the weekend and holiday building checks. These checks will be done throughout the calendar year, one each Saturday, one each Sunday, and one each holiday. In the event that the head custodian cannot make his/her scheduled check, he/she will be responsible for arrangements with another qualified school employee to perform the required check. Compensation shall be made at the rate of time and one-half times the base hourly rate on Saturdays and at the rate of time and two times the base hourly rate on Sundays and holidays for the

approximate amounts of time listed below. Compensation will be from the time the head custodian punches in at the first building until the time he/she punches out at the last building checked.

Elementary Buildings:	30 minutes
Middle School, including pool:	60 minutes
High School:	60 minutes

Repairs will be made during building checks only if there is an immediate need and they cannot be delayed until the regular work day. Compensation for time spent on repairs that is beyond the time allotted for the routine building check shall be in accordance with provisions for overtime in Section 4.

Section 2.07 - Overtime:

Head custodians shall be paid on the basis of one and one-half (1.5) times the base hourly rate for work beyond the basic work week of forty (40) hours. If called back to work outside of the regular working schedule and routine building checks, there shall be a two-hour guaranteed minimum of time. Head custodians shall be paid on the basis of two (2) times the base hourly rate for work on Sundays provided the work is beyond the normal 40-hour work week.

No overtime shall be paid unless it has been specifically authorized by the Director of Buildings & Grounds or his/her designee.

Section 2.08 - Holidays:

Head custodians shall be granted the following paid holidays:

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day, if designated as a holiday by Board
Friday following Thanksgiving	Good Friday, if designated as a holiday by Board
Christmas Eve Day	Memorial Day

In those school years where Good Friday and/or Presidents' Day are not designated as holidays by the Board of Education in the approved school calendar, one day each may be taken in lieu of Good Friday and/or Presidents' Day subject to approval by the Director of Buildings & Grounds.

Section 2.09 - Professional Development:

Professional development activities such as workshops, classes, and training sessions may be provided on a group or individual basis within budget allocations at the discretion of the Director of Building and Grounds.

ARTICLE III LEAVES

Section 3.01 – Vacations:

Head custodians will be granted the following vacation days with pay:

1 through 5 years of service	15 days
After 5 years of service	20 days

Requests for vacation shall be submitted to the Director of Buildings & Grounds using the District's substitute leave system at least three days in advance except in the case of emergency circumstances. Vacation may not be taken before it is earned unless otherwise approved by the Director of Human Resources.

Vacation days will be lost unless they are taken within twelve (12) months after the year in which they were earned. Vacation benefits shall not accrue during any period of absence that extends beyond one calendar month for reasons other than vacation or military leave.

Section 3.02 - Sick Leave:

Head custodians shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district.

Unused sick leave days may accumulate to a maximum of two hundred twenty-eight (228) days. Accumulated leave days shall be based on the current percentage of the day worked.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or 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.

If workers' compensation is paid during a period of sick leave, the total of the workers' compensation plus sick leave is to be no greater than the employee's salary.

Sick leave will no longer be used when the head custodian qualifies for income protection insurance.

The school district may require an employee to furnish a medical statement from a qualified physician as evidence of illness in order to qualify for sick leave pay. Final determination as to the eligibility of an employee for sick leave pay is reserved to the employer.

Bereavement Leave: Employees may be allowed up to a total of ten (10) 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 bereavement shall be deducted from unused sick days.

Section 3.03 - Child Care Leave:

Provisions for child care leave shall be the same as those established for custodians.

Section 3.04 - School Conference and Activities Leave:

In accordance with the provisions of MS.181.9412, the District will provide each custodian with up to sixteen hours of school conference and activities leave during any twelve 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 District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the head custodian's sick leave allowance.

Section 3.05 - Personal Leave:

Head custodians may be granted a leave at the discretion of the school district of no more than two (2) days per year, noncumulative, and with no loss in pay, the days used to be deducted from unused sick leave.

Requests for personal leave must be made to the District's substitute/leave system at least three (3) days in advance, except for emergencies.

Section 3.06 - Health Leave:

A leave of absence without pay for reason of personal health for periods not to exceed one year, subject to renewal, may be granted by the Board of Education upon presentation of evidence of need and upon exhaustion of the employee's sick leave.

Section 3.07 - Jury Duty:

Employees subpoenaed as witnesses or called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors or witness fees.

**ARTICLE IV
GROUP INSURANCE**

Section 4.01 - Eligibility:

Employees regularly scheduled to work 20 hours per week or more shall be eligible for group insurance contained in this Article.

Section 4.02 - Health and Hospitalization Insurance:

Eligible employees and their spouse and dependent children may participate in the district health and hospitalization insurance plan. The school district will contribute toward the premium as listed below. The selection of the insurance carrier and policy shall be made by the school district as provided by law. The amounts below will be prorated for employees who work less than full time. The effective date for new fiscal year employer contributions shall be September 1.

	<u>2014-15</u>	<u>2015-16</u>
Single coverage:	same as teachers agreement	same as teachers agreement
Family coverage:	same as teachers agreement	same as teachers agreement

An employee who has been a head custodian in the Northfield School District for at least ten (10) years and retires upon attaining the age of age fifty-five (55) or thereafter may elect to continue coverage under the group health and hospitalization insurance plan until eligible for Medicare or a period provided by applicable laws. The employee shall be responsible to pay the full premium amount with the following exception. The School District shall contribute toward the premium under the same conditions as an employed head custodian, but not more than 80% of the premium amount, for two (2) years. If the employee has accumulated at least 60 days of sick leave at the time of retirement, he/she will be entitled to one (1) additional year of school district contribution to the health insurance premium.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be

equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611.

Section 4.03 - Income Protection Insurance:

Income protection insurance shall be provided each eligible employee. The premium will be paid by the school district. There shall be a 60-day waiting period before the disability income protection goes into effect. The plan will pay 2/3 of the employee's base salary at the time of disability. Such disability payment will be coordinated with social security, PERA, or any other public retirement plans that may provide the same type of coverage.

Section 4.04 - Life Insurance:

The employer will provide group term life insurance coverage for each head custodian in the amount of \$50,000. The employee 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 4.05 - Dental Insurance:

The rate of school district payment for coverage for eligible employees shall be as follows. The effective date for new fiscal year employer contributions shall be September 1.

	<u>2014-15</u>	<u>2015-16</u>
Single coverage:	same as teachers agreement	same as teachers agreement
Family coverage:	same as teachers agreement	same as teachers agreement

Section 4.06 - Claims Against the School District:

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4.07 - Duration of Insurance Contribution:

Upon discontinuance of employment, all district participation and contribution shall cease effective on the last working day. However, employees may be continued in the group for a period following termination determined by the insurance carrier and applicable laws if the employee pays the entire premium amount.

**ARTICLE V
LONGEVITY**

Section 5.01 - Longevity Pay:

Longevity pay will be paid on the basis of the following schedule:

	<u>2014-15</u>	<u>2015-16</u>
After completion of 6 years of employment:	\$600	\$650
7-12 years of employment inclusive:	\$700	\$750
13-19 years of employment inclusive:	\$800	\$850
20 years or more of employment:	\$1,000	\$1,050

Section 5.02 – Longevity Pay Schedule:

The longevity amounts are on an annual basis and are to be paid in addition to the basic salary. Longevity increments will be divided equally over 24 pay periods during the fiscal year, beginning July 1 each year. All longevity pay will be based on the latest hiring date in cases of broken service.

**ARTICLE VI
RETIREMENT**

Section 6.01 – 403(b) Matching Plan:

Each year by October 1, eligible employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee's contribution to a 403(b) plan up to \$1,500 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account.

**ARTICLE VII
VACANCIES**

In the event of a head custodian job opening, the job shall be announced on the District job posting for a period of five (5) working days. The Board of Education shall have the right to select and assign all head custodians within the system.

**ARTICLE VIII
RESIGNATIONS**

Employees electing to resign shall be required to give the employer at least two (2) weeks notice and shall continue at work during this two-week period with the understanding that the employee may leave sooner if a suitable replacement is obtained. If an employee provides at least two (2) weeks advance notice prior to leaving employment with the district, he/she shall be entitled to receive payment for any unused vacation days earned prior to separation.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.01 - Definitions:

Grievance: A grievance under this procedure is a claim by a covered employee that there has been a violation, misinterpretation or misapplication of any term or terms of any covered employee contract required under Minnesota Statutes or any attachment hereto.

Days: "Days" mean calendar days excluding Saturday, Sunday or legal holidays as defined by Minnesota Statutes.

Service: "Service" means personal service or by certified mail.

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Answer: "Answer" means a concise response outlining the School Board's position on the grievance.

Section 9.02 - Level I:

Whenever a covered employee has a grievance, he/she shall meet on an informal basis with his/her immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the employee and served upon the Superintendent or his/her designee. Service must be made within fifteen (15) days of the last informal meeting.

The Superintendent or his/her designee shall, within five (5) days of receipt of the written grievance, serve his/her answer upon the employee.

Section 9.03 - Level II:

If the grievance is not satisfactorily resolved at Level I, it may be appealed to Level II by serving a notice of appeal on the Superintendent or his/her designee within five (5) days after receipt of the written disposition of the grievance at Level I. The Superintendent or designee shall meet with the grievant within seven (7) days after receipt of the written appeal from Level I or a grievance initiated at Level II. The parties shall endeavor to mutually resolve the grievance. If a resolution to the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within ten (10) days of the first Level II meeting, the grievant may elect to appeal the grievance to Level III by serving a proper notification on the Clerk of the School Board. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Section 9.04 - Level III:

The School Board shall meet with the employee within twenty (20) days after receiving notice of intention to proceed with the grievance pursuant to Level II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign it. If the parties are unable to reach agreement

within ten (10) days after the first Level III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Section 9.05 - Level IV:

The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to PELRA, a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of a list of arbitrators, the parties shall alternately strike names from the list until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

Upon appointment of the arbitrator, the employee shall, within five (5) days after the notice of appointment, forward to the arbitrator, with a copy to the School Board, the substance of the grievance which shall include the following:

1. The issue involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents developed in the first three levels of the grievance procedure.

The School Board is to make a similar submission of information; it shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the covered employee.

The Board and the employee shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party prior to five (5) days of the arbitration hearing.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared mutually if agreeable) and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Section 9.06 – Processing of Grievances:

Processing of all grievances shall occur after the close of the employees' workday whenever possible. If this is not possible, employees shall not lose wages during their necessary participation in the grievance proceeding.

The parties, by mutual agreement, may waive any step and/or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the

grievance or, in the case of the School Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the grievant.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Section 9.07 –No Reprisals:

No reprisals of any kind shall be taken by the School Board or the school administration against any employee because of his/her participation in this grievance procedure.

Section 9.07 - Election of Remedies and Waiver:

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Policy, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further. This shall not apply to actions to compel arbitration as provided in this Policy or to enforce the award of an arbitrator.

CUSTODIANS

**AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT No. 659, NORTHFIELD, MINNESOTA
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 70**

**AGREEMENT EXTENDS FROM
July 1, 2014, to June 30, 2016**

ARTICLE I EMPLOYMENT

Section 1.01- Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the school district, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for custodial personnel during the duration of this Agreement.

Section 1.02 - Recognition of Exclusive Representative: In accordance with the P.E.L.R.A., the school board recognizes the International Union of Operating Engineers, Local No. 70 as the exclusive representative for custodial personnel employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 1.03 - Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

Section 1.04 - Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 1.05 - Description of Appropriate Unit: For purposes of this Agreement, the term custodial personnel shall mean all regular maintenance, custodial, and engineer employees of Independent School District No. 659, whose employment service exceeds 67 working days per year and the lesser of 14 hours per week or 35 percent of the normal work week, excluding Director of Buildings and Grounds, Building Head Custodians, Coordinator of District Maintenance, Coordinator of District Grounds, Master Electrician, and seasonal summer employees.

For purposes of administering this agreement the term "School District" shall mean the School Board or its designated representative.

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

SCHOOL BOARD RIGHTS

Section 1.06 - Inherent Managerial Rights: The exclusive representative recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 1.07 - Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 1.08 - Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also

recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 1.09 - Reservation of Managerial Rights: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school board.

EMPLOYEE RIGHTS

Section 1.10 - Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 1.11- Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 1.12 - Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in twenty-four (24) installments beginning with the first pay period in July.

Section 1.13 - Fair Share Fee: In accordance with M.S. 179.65, Subd. 2, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Director, PERB, or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

ARTICLE II JOB CLASSIFICATIONS, RATES OF PAY AND OTHER COMPENSATION

Section 2.01 Job Classifications and Rates of Pay

	2014-15				
CLASSIFICATION	1	2	3	4	5
Custodian/Auxiliary Custodian	14.78	15.12	15.47	15.81	16.15
Custodian Engineer (without license)	18.36	18.70	19.05	19.39	19.73
Custodian Engineer (with license)	19.41	19.74	20.10	20.43	20.78

	2015-16				
CLASSIFICATION	1	2	3	4	5
Custodian/Auxiliary Custodian	15.22	15.58	15.93	16.28	16.63
Custodian Engineer (without license)	18.92	19.26	19.62	19.97	20.33
Custodian Engineer (with license)	19.99	20.34	20.71	21.04	21.40

Step placement of entering employees shall be recommended by the Human Resources Office and approved by the Board of Education. Step changes shall take effect at the beginning of the fiscal year. In order for an employee to advance to a succeeding step on the schedule, she/he must have been employed by the district for more than half of the preceding work year.

An Auxiliary Custodian who has been requested, in writing, by the Director of Buildings and Grounds to hold a Commercial Drivers License shall receive a \$200 per year stipend. In the event the Auxiliary Custodian obtains the Commercial Drivers License after July 1 the stipend will be prorated for the remainder of that fiscal year.

Section 2.02 - Reclassification of Positions: The District may, at its discretion, reclassify positions as they become vacant.

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor Agreement is entered into.

Section 2.03 - Supplement for Indoor Swimming Pool Maintenance:

Swimming Pool Maintenance	\$500/year
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In order to qualify for this stipend, the employee must hold current pool and spa operator certification as required by the State of Minnesota and at the written request of the Director of Buildings and Grounds.

Section 2.04 - Supplement for Second Shift Security

Second Shift Security

\$600/year

The second shift security will be designated by the School District at its discretion at the Middle School and High School. The position may be designated or re-designated at any time by the Director of Buildings and Grounds.

Any full-time Custodian or Custodian Engineer is eligible for the position. The Second Shift Security will be regularly scheduled to be the last one out of the building at night year-round. Responsibilities associated with the stipend include:

- Ensuring events are supported and is the designated person to assist and communicate with the public
- Review the schedule of night events and coordinate activities at the beginning of the shift. This includes unlocking doors and setting up areas for events.
- Ensure areas are cleared and secured after events.
- Ensuring the building is secured and armed when leaving.

Section 2.05 - Uniforms: New full-time hires shall be provided with five shirts of the custodian's choice (long or short sleeve) upon successful completion of the probationary period. Custodians will receive a \$225 taxable stipend each year for the purposes of purchasing work pants, work coats and work shoes. School District uniforms must be worn during all shifts. It shall be the responsibility of the custodian to launder his/her uniforms.

HOURS OF WORK AND OVERTIME PAY

Section 2.06 - Work Week: The basic work week shall consist of forty (40) hours. The regular work week shall be five (5) consecutive days - Monday through Saturday except in emergency circumstances or as mutually agreed between the employer and employee. Working hours shall be determined by the school administration.

In the event that school (or schools) is closed all day due to an emergency, employees shall continue to receive compensation for up to a maximum of two days per year. Employees shall be required to perform services if requested to do so by their immediate supervisor and shall earn one and one half 1.5 times the base hourly rate for each hour worked. This additional compensation does not apply for early dismissal or late starts due to an emergency.

Section 2.07 - Overtime:

2.07(a). Custodians shall be paid on the basis of one and one-half (1.5) times the base hourly rate for work beyond the basic work week of forty (40) hours.

2.07(b). When a full-time employee is called back to work outside of his regular working schedule, he will be paid call-back time at one and one-half (1.5) times the base hourly rate with a one-hour guaranteed minimum.

2.07(c). Custodians shall be paid on the basis of two (2) times the hourly rate for work on Sundays or nationally recognized holidays (excluding Presidents' Day, Good Friday, Martin Luther

King Day or days designated in lieu of them if not designated as a holiday by the School Board) provided the work is beyond the normal 40-hour work week.

2.07(d). An employee shall be on duty on an overtime basis for any non-school activity which is considered a major event such as pancake breakfasts, caucuses, or functions for which a fee or admission is charged.

2.07(e). Overtime shall be rotated by qualified employees within the building whenever the overtime occurs. The rotation may include Head Custodians employed in the building where the overtime occurs. All overtime opportunities, whether for the time and one-half or double time, will be based on one rotation schedule. The rotation schedule and the dates of confirmed events which will require overtime work will be posted in the custodians' office. When no custodian assigned to the building where the overtime occurs is interested in it, the Head Custodian may offer the overtime to custodians in other buildings on a rotating basis. If no one accepts the overtime, the Head Custodian will assign the overtime to the first person on the rotation schedule in the building it occurs for that overtime occurrence.

2.07(f). No overtime shall be paid unless it has been specifically authorized by the immediate supervisor.

2.07(g). An employee on vacation will not be eligible for overtime during his/her vacation period and will not be eligible for overtime until the next time his/her name comes up on the rotation schedule.

2.07(h). When an event extends beyond a normal shift, and there are no custodians regularly scheduled to come to work at that site for the next shift, the custodian on duty will stay to complete tasks after the event is finished. If it is known in advance that the event will extend more than two hours beyond the normal shift, overtime will be assigned based on the overtime rotation schedule.

2.07(i). If a custodian refuses overtime, the rotation schedule will continue and the next opportunity for overtime will be when his/her name appears first on the rotation again.

HOLIDAYS

Section 2.08 - Holidays:

All employees who work twenty hours per week or more shall be granted the following paid holidays or days observed as such provided the days fall within the employee's regular work year: New Year's Day, Presidents' only if designated a holiday by the Board of Education, Good Friday, Memorial Day, Independence day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day. If the approved school calendar precludes the use of any of these days as Holidays, an alternate day(s) shall be selected by the employee, with the approval of their immediate supervisor.

Employees who work less than twenty hours per week shall be granted Thanksgiving Day and Christmas Day, prorated to the work day, as paid holidays.

ARTICLE III LEAVES

Section 3.01 - Vacations:

Employees who work twenty hours or more per week and have a 48-week work year will be granted the following vacation days with pay:

1 through 5 years of service	10 work days
6 through 13 years of service	15 work days
14 years or more of service	20 work days

Employees who work less than twenty hours per week will be granted two days of paid vacation each year, provided they have completed at least one year of service.

Any earned vacation days not used prior to the completion of the employee's service, will be paid to the employee at the current rate when the employee's service is completed.

Employees may take vacation during the school year subject to the following restrictions:

- a. Requests for vacation shall be submitted to the building head custodian using the District's substitute/leave system at least three days in advance except in the case of emergency circumstances.
- b. Vacation days shall be taken only on days when school is not in session (days not designated as instructional days in session). Approval to take vacation on days when school is in session shall be obtained from the Director of Buildings & Grounds or designee upon the recommendation of the building head custodian.
- c. No more than five (5) employees shall be on vacation district-wide at one time.
- d. No more than one (1) employee shall be on vacation at one time from each elementary school.
- e. No more than two (2) employees shall be on vacation at one time from either the middle school or the high school.
- f. Exceptions may be granted at the discretion of the Director of Buildings & Grounds and shall not be subject to the grievance procedure.

Vacation days will be lost unless they are taken within twelve (12) months after the year in which they were earned. Vacation benefits shall not accrue during any period of absence for reasons other than vacation or military leave which extends beyond one calendar month.

Section 3.02 – Sick Leave:

Employees who work twenty (20) hours per week or more shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district.

Unused sick leave days may accumulate to a maximum of two hundred twenty-eight (228) days. Accumulated leave days shall be based on the current percentage of the day worked.

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.

Up to a total of ten (10) days per year may be used for bereavement leave. Bereavement leave may be used in the case of a death of family members or friends.

If workers' compensation is paid during period of sick leave, the total of the workers' compensation plus sick leave is to be no greater than the employee's salary.

Any use of leave under this Section shall be deducted from sick leave.

Medical Statement: The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay. Final determination as to the eligibility of an employee for sick leave pay is reserved to the employer.

Sick leave will no longer be used when custodial personnel qualify for income protection insurance.

Section 3.03 - Child Care Leave:

A child care leave without pay may be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the custodian for an extended period of time.

A custodian making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances.

If the reason for the child care leave is occasioned by pregnancy, the custodian shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. If a custodian who has requested and been granted child care leave because of pregnancy delivers prior to the scheduled beginning of her child care leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her child care leave.

The School Board agrees to give the custodian a child care leave of at least six months in length and will grant a maximum leave to the beginning of the fiscal year following the six-month period. Upon signifying his/her intention to return, the custodian shall have a right to return to his/her original position as specified in his/her child care leave plan if his/her leave is commenced and concluded within the same fiscal year. If a custodian's child care leave plan does not call for his/her return within the year it is commenced, a custodian shall have the right to be returned to an equivalent position.

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

Insurance and other Benefits: A custodian on child care leave without pay is eligible for all employee benefit plans but must pay the full premium for such benefits as he/she wishes to retain. These benefits are limited to those allowed by the companies concerned.

Sick Leave Accumulation: A custodian returning to employment after child care leave without pay will be credited with the amount of accumulated sick leave he/she had when he/she ceased working to commence his/her leave.

Section 3.04 - School Conference and Activities Leave: In accordance with the provisions of MS.181.9412, the District will provide each custodian with up to sixteen hours of school conference and activities leave during any twelve 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. Such leave will be deducted from the custodians sick leave allowance.

Section 3.05 - Personal Leave: Custodians may be granted a leave at the discretion of the school district of no more than two (2) days per year, noncumulative, and with no loss in pay, the days used to be deducted from unused sick leave.

Requests for personal leave must be made using the District substitute/leave_system at least three (3) days in advance, except for emergencies.

Section 3.06 – Health Leave: A leave of absence without pay for reason of personal health for periods not to exceed one year, subject to renewal, may be granted by the Board upon presentation of evidence of need and upon exhaustion of the employee’s sick leave.

Section 3.07 – Jury Duty: Employees subpoenaed as witnesses or called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors or witness fees.

ARTICLE IV GROUP INSURANCE

Section 4.01 - Eligibility: Employees regularly scheduled to work 20 hours per week or more in a position with a minimum work year of the student days in session shall be eligible for group insurances contained in this Article.

Section 4.02- Health and Hospitalization Insurance: Eligible employees and their spouse and dependent children may participate in the district health and hospitalization insurance plan. The school district will contribute toward the premium according to the schedule below. The selection of the insurance carrier and policy shall be made by the school district as provided by law. The effective date for employer contributions shall be September 1, 2014 for the 2014-15 school year, and September 1, 2015 for the 2015-16 school year.

2014-15 School Year

<u>30 < 40 hrs/wk</u> <u>1.0 factor</u>	<u>25 < 30 hrs/wk</u> <u>.6 factor</u>	<u>20 < 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
<u>FAMILY</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

2015-16 School Year

<u>30 < 40 hrs/wk</u> <u>1.0 factor</u>	<u>25 < 30 hrs/wk</u> <u>.6 factor</u>	<u>20 < 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
<u>FAMILY</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

Employees who retire after age 59 or become disabled and who have been in the employ of the Northfield School District for at least ten (10) consecutive years, may buy the group hospitalization insurance at the school’s group rate until the employee is eligible for Medicare. Participation beyond that shall be in accordance with applicable laws and regulations. The retired or disabled employee will pay the premium for such coverage to the school district.

Section 4.03 - Income Protection Insurance: Income protection insurance shall be provided each eligible custodian. This income protection shall be a part of the plan now provided by the school district for certified personnel. The premium will be paid by the school district.

There shall be a 60-day waiting period before the disability income protection goes into effect. The plan will pay 2/3 of the employee’s base salary at the time of disability. Such disability payment will be coordinated with social security, Public Employees Retirement Association, or any other public retirement plans which may provide the same type of coverage. Additional compensation amounts paid to custodians who are

building heads or responsible for the indoor swimming pool will be included in the basic salaries for the purpose of Income Protection Insurance.

Section 4.04 Life Insurance: The employer will provide group term life insurance coverage for each employee working 20 hours per week or more in the amount of \$35,000.00. The employee 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 4.05 Dental Insurance: The rate of Board payment for coverage for eligible employees shall be according to the schedule below. The effective date for employer contributions shall be September 1, 2012²⁴ for the 2014-15 school year, and September 1, 2015 for the 2015-16 school year.

<u>30 < 40 hrs/wk</u> <u>1.0 factor</u>	<u>25 < 30 hrs/wk</u> <u>.6 Factor</u>	<u>20 < 25 hrs/wk</u> <u>.5 Factor</u>
<u>SINGLE</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
<u>FAMILY</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

Section 4.06 - Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4.07 - Duration of Insurance Contribution: Upon discontinuance of employment, all district participation and contribution shall cease effective on the last working day. However, employees may be continued in the group for a period following termination determined by the insurance carrier if the employee pays the entire premium amount.

ARTICLE V LONGEVITY

Section 5.01 – Eligibility: Longevity pay for all regular maintenance, custodial, and engineer employees working at least 75% of full-time (30 hours per week), will be paid on the basis of the following schedule:

	<u>2014-15</u>	<u>2015-16</u>
After completion of 6 years of employment:	\$500	\$500
7-12 years of employment inclusive:	\$600	\$600
13-19 years of employment inclusive:	\$700	\$700
20 years or more of employment	\$800	\$800

Section 5.02 – Longevity Pay Schedule: The above stipulated amounts are on an annual basis and are to be paid in addition to the basic salary schedule. Longevity increments will be divided equally over 24 pay periods during the fiscal year, beginning July 1 each year. All longevity pay will be based on the latest hiring date in cases of broken service.

ARTICLE VI RETIREMENT

Section 6.01 – 403(b) Matching Plan: Each year by October 1, employees working 75% of full-time (30 hours per week) and who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee's contribution to a 403 (b) plan up to \$600.00 per school year. During a

year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account.

ARTICLE VII RESIGNATIONS AND DISMISSALS AND SUSPENSIONS

Section 7.01 - Resignations: Employees electing to resign shall be required to give the employer ten (10) working days notice and shall continue in the employer's service during this period with the understanding that the employee may leave sooner if a suitable replacement is obtained. Any earned vacation days not used prior to the completion of the employee's service, will be paid to the employee at the current rate when the employee's service is completed. The employee shall be granted paid sick leave during the last ten working days only if a doctor's statement is provided as evidence of illness. Failure to give such notice shall result in loss of any vacation benefits which the employee might otherwise be entitled to.

Section 7.02 - Dismissal and Suspension:

Probationary Period: An employee under the provisions of this agreement shall have a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, dismiss or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, dismissal or other discipline is concerned. The probationary period for a given employee may be extended by three (3) months if mutually agreed by the union and the school district.

Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or dismissed only for cause. Except in cases that warrant immediate dismissal (as described in paragraph 2), the school district shall give the employee two weeks notice or pay the employee two weeks wages and terminate him/her immediately.

An employee may be dismissed immediately for the following reasons:

- a. Dishonesty
- b. Drinking or being intoxicated on the job
- c. Immoral conduct which affects ability to work effectively in the school district or which endangers individuals in the school setting
- d. Clear insubordination

ARTICLE VIII SENIORITY

Section 8.01 - Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the school district. In cases of broken service, the latest date of employment shall be the one used to determine seniority.

Section 8.02 - Reduction in Force: The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force, provided the employee is qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain his/her seniority and right to recall in seniority order for a period of fifteen (15) months after the date of layoff.

The District shall not create light custodian or housekeeper positions while a custodian engineer is on layoff status.

Section 8.03 - Vacancies: In the event of a job opening, the job shall be announced by bulletin for a period of five (5) working days, and the permanent qualified employee shall be given an opportunity in the order of seniority to step up for promotion. The Board of Education or designee shall make the final determination of qualification of employees. The Board shall have the right to select and assign all custodians within the system.

ARTICLE IX GENERAL

1. It is understood that the work of a custodian-engineer shall include maintenance work and repair work needed to maintain the building in good condition as well as cleaning. The maintenance work shall include plumbing, repairs, glazing, painting, carpentry, snow removal, maintenance of grounds, and other duties that may be assigned by the employer.
2. Union meetings may be held on school premises but shall be scheduled at a time when they will disrupt the work routine as little as possible.
3. In the absence of a custodian because of a day off or emergency situation, an alternate custodian would be allowed to lock up the building.

ARTICLE X GRIEVANCE PROCEDURE

Section 10.01 - Definitions:

Grievance: A grievance under this procedure is a claim by a covered employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any term or terms of any covered employee contract required under Minnesota Statutes or any attachment hereto.

Days: "Days" mean calendar days excluding Saturday, Sunday or legal holidays as defined by Minnesota Statutes or those days designated as holidays by the Agreement.

Service: "Service" means personal service or by certified mail.

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Answer: "Answer" means a concise response outlining the School Board's position on the grievance.

Section 10.02 - Level 1. Informal Conference. Upon the occurrence of an alleged violation of this agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. This will be done within (10) days of the alleged violation. If the matter is not resolved to the employee's satisfaction in the informal conference, the grievance may be reduced to writing by the exclusive representative and served upon the Superintendent or his/her designee. Such service must be made within ten (10) days of the informal conference.

Section 10.03 - Level II. Within ten (10) days after receipt of such grievance, a meeting shall take place between the Superintendent or his/designee and the exclusive representative of the union. The parties shall endeavor to mutually resolve the grievance. If resolution is results, the terms of the resolution shall be reduced to writing and signed by all parties. If no agreement is reached within ten (10) days of the Level II meeting, the exclusive representative may elect to proceed with the grievance to Level III. He/she will proceed by serving proper notification to the Clerk of the School Board. The notification shall contain a concise statement

indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Section 10.04 - Level III: The School Board shall meet with the designated official of the exclusive representative (or in the appropriate case, covered employee or his/her designee) within twenty (20) days after receiving notice of intention to proceed with the grievance pursuant to Level II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Level II. If the parties are unable to reach agreement within ten (10) days after the first Level III meeting, either the school district or the exclusive representative may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Section 10.05 - Level IV: The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to PELRA, a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of a list of arbitrators, the parties shall alternately strike names from the list until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

Upon appointment of the arbitrator, the covered employee or the exclusive representative shall within five (5) days after the notice of appointment forward to the arbitrator, with a copy to the School Board, the substance of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents developed in the first three levels of the grievance procedure.

The School Board is to make a similar submission of information; it shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the covered employee(s) or the exclusive representative.

The Board and the exclusive representative shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party prior to five (5) days of the arbitration hearing.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared if mutually agreeable) and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Processing of all grievances shall occur after the close of the employees' workday whenever possible. If this is not possible, employees shall not lose wages during their necessary participation in the grievance proceeding on the following basis.

- a. The number of covered employees participating may equal the number of administrative representatives participating in the grievance proceeding on behalf of the School Board; or
- b. If the number of said administrative representatives participating on behalf of the School Board is less than three, three covered employees may participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and/or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the School Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or covered employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Section 10.06 - Expiration: Notwithstanding the expiration of this contract, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 10.07 - No Reprisals: No reprisals of any kind shall be taken by the Board or the school administration against any covered employee because of his/her participation in this grievance procedure.

ARTICLE XI DURATION

Section 11.01 - Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2014, through June 30, 2016, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2016, it shall give written notice of such intent no later than May 1, 2016. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 11.02 - Effect: This Agreement constitutes the full and complete Agreement between the School District and the International Union of Operating Engineers, Local 70 representing the maintenance, custodial, and engineer employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 11.03 - Finality: Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

Section 11.04 - Severability: The provisions of this Agreement shall be severable, and if any provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

For Local 70 International Union of
Operating Engineers AFL-CIO:

For Independent School District #659,
Northfield, Minnesota:

President

Chairperson

Secretary

Clerk

Business Manager

Dated this _____ day of _____, 2014.

Steward

Business Agent

Dated this _____ day of _____, 2014.

NORTHFIELD PUBLIC SCHOOLS

POLICY DOCUMENT

COVERING

WAGES, WORKING CONDITIONS AND FRINGE BENEFITS

OF

CHILD NUTRITION EMPLOYEES

**Policy Extends from
July 1, 2014, through June 30, 2016**

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). 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 District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District 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 1.01 are subject to the requirements of any applicable law, such as the teacher Continuing Contract Law or the Veterans’ Preference Act, granting the administrator employment rights.

Section 1.02 – 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 Department of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 – Policy

This policy is in effect from July 1, 2014, through June 30, 2016. In the event a successor policy is not approved prior to the expiration of this Policy, the employee shall be compensated according to his/her current rate until a successor policy is approved by the Board of Education.

Section 1.04 – Entry Level Probationary Period

Entry level employees probationary period shall be six (6) months. The purpose of probation is to verify the match between Northfield Public Schools mission based Child Nutrition needs and the mission aligned knowledge, skills and work behaviors of entry level employees. Employees in this category may or may not pass probation at the discretion of the school district.

Section 1.05 - Resignations

Employees electing to resign shall be required to give the Child Nutrition Director dated, written, and signed notice at least two (2) weeks in advance of the employee's final work day. The employee electing to resign shall continue Child Nutrition regular job responsibilities during the two-week notice period. Any request to leave sooner than the two-week notice period shall be considered by the Child Nutrition Director after a suitable replacement employee is obtained for the position.

Section 1.06 – Required Certification

All Child Nutrition employees must become certified by one of the following entities by September 1st, 2015 and keep their certification current thereafter:

- The Serve Safe Examination of the National Restaurant Association Educational Foundation.
- The Certified Professional Food Managers examination of Thomson Prometrics.
- The Food Protection Certification Examination of Professional Testing, Inc.

New employees must successfully complete one of the above certifications prior to the end of their six-month probationary period.

ARTICLE II RATES OF PAY AND OTHER COMPENSATION

Section 2.01 - Wages

<u>Job Classification</u>	<u>2014-15 Hourly Rate</u>	<u>2015-16 Hourly Rate</u>
Child Nutrition Manager II - H.S. or M.S.	\$19.34	\$19.73
Child Nutrition Manager I - Elementary	\$19.02	\$19.40
Child Nutrition Associate III	\$17.85	\$18.20
Child Nutrition Associate II	\$16.20	\$16.52
Child Nutrition Associate I	\$15.21	\$15.52
Summer Child Nutrition Lead	\$16.50	\$16.50
Summer Child Nutrition Associate	\$14.50	\$14.50

The Child Nutrition Director shall determine the job classification for each employee based upon the responsibilities of the position and the corresponding qualifications of the incumbent/entry-level employee.

Section 2.02 - Training Stipend

An hourly stipend of \$ 0.45 per hour for the 2014-15 school year and \$.055 per hour for the 2015-16 school year for individuals who have completed Level I of the School Nutrition Association Certification will be added to the hourly rates of pay for Child Nutrition Employees. Certification shall be provided to the Human Resources Office no later than September 1 to receive the stipend.

Section 2.03 - Long-Term Substitutes

Individuals who substitute in the same position for twenty (20) consecutive work days or more shall be eligible to be paid at the CNA I hourly rate, upon the recommendation of the Child Nutrition Director and approval of the Superintendent or his/her designee. Upon completion of the long-term substitute assignment, further substitute assignments will be paid at the regular substitute rate of pay. Eligibility for payment at this level cannot be carried over from one school year to the next.

Section 2.04 - Former Child Nutrition Employees Who Substitute

Substitutes who have formerly been employed in the Northfield School District in regular Child Nutrition positions for at least three continuous years shall be paid at the CNA I hourly rate.

Section 2.05 - Rate of Pay for Regular Employees Who Substitute in a Position of Higher Classification:

Regular Child Nutrition employees who substitute in a position with a higher classification shall be paid at the hourly rate established for the higher classification beginning with the sixth consecutive day of substituting in that position.

Section 2.06 - Uniform Allowance

\$250.00 per year for all employees to be paid with their first paycheck of the contract year. The employee must purchase one (1) pair of work shoes that are slip-resistant on an annual basis. The remainder of the stipend is intended to be used to purchase either black, navy or khaki pants and the approved district uniform shirt(s) or sweatshirt, in navy, black or maroon with the District logo. The district office will coordinate the orders for shirts at the beginning of the school year. Each employee will be responsible for purchasing the approved pants.

Section 2.07 – Lunch

Child Nutrition employees will be provided a regular Type A lunch on food preparation days at no cost to the Child Nutrition employees according to the National School Lunch Program regulations

HOURS OF WORK, BREAKS, OVERTIME, AND HOLIDAYS

Section 2.08 – Work Day

The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the District, and shall be scheduled by the Child Nutrition Director. The paid work day shall exclude time for lunch (30 minutes). Typically, hours worked will coincide with regular established schedules. However, hours may need to be reduced or extended when student activities result in less or more students eating lunch on a given day. Kitchen Managers will notify employees of any change in hours. Employees will be paid only for time worked. The calculation of wages shall be based on the number of hours shown on the employee's weekly attendance record.

Section 2.09 – Work Year

The maximum number of work days in a given year shall be the number of student days scheduled on the approved school calendar plus up to three (3) days for opening and closing the kitchens (for example, two (2) days to receive the food order, clean and open the kitchen in the Fall and one (1) day to store food and supplies and organize the kitchen in the Spring). Additional days may be scheduled for special events such as a luncheon during preschool workshop and/or school staff in-service meetings, special workshops, etc. Any work days outside of the number of student days scheduled on the approved school calendar must be authorized as scheduled by the Child Nutrition Director.

2.10 - School Closing

In the event that school (or schools) is closed due to an emergency, Child Nutrition employees shall continue to receive compensation for up to a maximum of two (2) prorated days per year, equivalent to the normal work hours for each employee. Child Nutrition employees shall be required to perform services if requested to do so by the Child Nutrition Director. An emergency closing shall be defined as any unscheduled closing of the school or schools. Examples might include inclement weather, energy shortage, breakdown of equipment, strike, etc. The District shall have the right to require employees to perform services on days scheduled as make-ups for student days lost due to emergency closings.

Section 2.11 - Paid Breaks

Child Nutrition employees shall be allowed a 15-minute paid break for each three and one half (3½) hours segment of actual work time. The chart below shows the number of paid breaks based on hours worked.

<u>Hours Worked</u>	<u>Breaks</u>
Less than 3.5	0
3.5-6.99	1
7-8	2

These breaks shall be taken at a time when the least possible disruption in service results and as scheduled by the Kitchen Manager.

Section 2.12 – Overtime

Employees shall be paid at time and one-half of the base hourly rate for hours worked in excess of 40 in any one work week. Vacation time, sick time, or other leave time will not be used to calculate hours worked in any work week. The time and one-half rate shall also apply to services rendered for special functions after 4:00 p.m. or on weekends. The scheduling of overtime for employees shall be approved in advance by the Child Nutrition Director and Kitchen Manager.

Child Nutrition Substitutes are not eligible for overtime unless they work more than forty (40) hours in any one work week. Substitutes will be paid \$3.00 per hour above their normal pay rate for services rendered for special functions after 4:00 p.m. or on weekends.

Section 2.13 - Holidays with Pay

Employees will receive the following four holidays with pay provided the Holidays occur within the employee's work year: Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day.

Section 2.14 - Professional Development

Professional development activities such as workshops, classes, and training sessions may be provided on a group or individual basis within budget allocations at the discretion of the Child Nutrition Director.

ARTICLE III LEAVES

Section 3.01 - Sick Leave

The school District may require an employee to furnish a medical statement from a qualified physician as evidence of illness in order to qualify for sick leave pay if sick leave requested is due to the illness or injury of the employee. Final determination as to the eligibility of an employee for sick leave will be made by Northfield Public Schools.

Employees Working 15 to 19.99 Hours Per Week:

Two (2) prorated days per year with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, and/or for other individuals to the extent provided by Minnesota law. Sick leave days are noncumulative from one year to the next.

Employees Working 20 Hours Per Week or More:

Ten (10) prorated days per year with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, and/or for other individuals to the extent provided by Minnesota law. Sick leave days are cumulative to 120 days.

Job Share Calculation:

Employees who share one Child Nutrition Associate position also share the Sick Leave pay for that position if the full position is scheduled for at least 15 hours per week. Refer to the above information for positions scheduled for 15 to 19.99 hours, or for positions scheduled for 20 hours per week or more. For example, two employees who share one 3 hour position will each receive one (1) day of Sick Leave pay per year. Sick Leave pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, and/or the employee's dependent child, and/or for critical illness/bereavement leave, and/or for school conference and activities leave. Sick leave days are noncumulative from one year to the next.

Section 3.02 - School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to two prorated days of school conference and activities leave during any twelve 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 District's substitute/leave reporting system. The Human Resources 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.

Section 3.03 - Bereavement Leave

Employees Working 15 to 19.99 Hours Per Week:

Up to two (2) days per year may be used in case of bereavement. Time off for bereavement shall be deducted from unused Sick Leave. Bereavement leave may be used in the case of a death of family members or friends.

Employees Working 20 Hours Per Week or More:

Up to ten (10) days per year of leave with pay in case of bereavement. Time off for bereavement shall be deducted from unused Sick Leave. Bereavement leave may be used in the case of death of family members or friends.

Section 3.04 Personal Leave

Employees Working 15 to 19.99 Hours Per Week:

Employees working less than 20 hours per week on average are not eligible for Personal Leave.

Employees Working 20 Hours Per Week or More:

At the discretion of the Kitchen Manager and Child Nutrition Director, Child Nutrition personnel may be granted Personal Leave of up to two (2) prorated days per year. Personal Leave days will be deducted from unused Sick Leave. Personal Leave prorated days may not be carried over from one academic year to another.

Requests for personal leave must be made via the District's substitute/leave system at least three (3) working days in advance, except for emergencies. Recommendations for leave approval from the Kitchen Manager are subject to final approval by the Child Nutrition Director.

Section 3.05 - Leave of Absence Without Pay

Child Nutrition personnel may apply for a Leave of Absence Without Pay in the event of personal circumstances regardless of the number of hours worked per week. A request for a leave of absence without pay must be submitted no less than thirty (30) days prior to the requested day(s) off unless emergency circumstances prevent such notice. A Leave of Absence Without Pay of up to five (5) prorated days may be approved by the Child Nutrition Director. The Child Nutrition Director will consider how many employees are scheduled to be absent at the requesting employee's site when considering the request. Typically no more than two (2) employees may be scheduled to be absent in school sites who have 10 employees or more in one work day for any reason other than illness or emergency. School sites with less than 10 employees may not have more than one (1) employee scheduled absence. Additional days may be granted without pay at the recommendation of the Child Nutrition Director and the approval of the Superintendent or his/her designee.

**ARTICLE IV
GROUP INSURANCE**

Section 4.01 – Eligibility

Employees Working Less than 20 Hours Per Week:

No Group Insurance is provided to Child Nutrition employees who work less than 20 hours per week.

Employees Working 20 Hours Per Week or More:

Employees scheduled to work all of the scheduled student days in session or more shall be eligible for Group Insurance Benefits.

Insurance coverage will be effective upon enrollment of the employee and acceptance by the carrier. All District participation and contribution toward benefits shall cease effective on the last working day of the month

in which the Child Nutrition employee terminates employment. However, employees may be continued in the group for a period determined by COBRA legislation at the employees' own expense.

During the term of this policy, the employer will purchase the group insurance policies described in this section. It is understood and agreed that the provisions of this section are merely descriptive of the coverage provided, and that the eligibility of the employee for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurer providing such coverage. The effective date for employer contributions shall be September 1, 2014, for the 2014-15 school year, and September 1, 2015, for the 2015-16 school year.

Section 4.02 - Health and Hospitalization Insurance

Eligible employees and their spouse and dependent children may participate in the District group health and hospitalization insurance plan. The school district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2014-16 Health Insurance District Contribution

	30-40 hrs/wk <u>1.0 factor</u>	25 < 30 hrs/wk <u>.6 factor</u>	20 < 25 hrs/wk <u>.5 factor</u>
<u>SINGLE</u>	Same as teachers settlement	.60 × teachers settlement	.50 × teachers settlement
<u>FAMILY</u>	Same as teachers settlement	.60 × teachers settlement	.50 × teachers settlement

Section 4.03 - Dental Insurance

Eligible employees and their spouse and dependent children may participate in the District group dental insurance plan. The District will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be paid by the employee through payroll deduction.

2014-16 Dental Insurance District Contribution

	30-40 hrs/wk <u>1.0 factor</u>	25 < 30 hrs/wk <u>.6 factor</u>	20 < 25 hrs/wk <u>.5 factor</u>
<u>SINGLE</u>	Same as teachers settlement	.60 × teachers settlement	.50 × teachers settlement
<u>FAMILY</u>	Same as teachers settlement	.60 × teachers settlement	.50 × teachers settlement

Section 4.04 - Life Insurance

The employer will contribute up to \$5.50 per month for group term life insurance coverage in the amount of \$35,000. The employee 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 4.05 - Income Protection

The employer shall pay the full premium for group long-term disability insurance coverage. There shall be a 60-day waiting period before disability income protection goes into effect.

Section 4.06 – Retirement

All District contributions for benefits shall cease upon retirement. Child Nutrition employees who retire after age 59 may continue participation in the District’s group health and hospitalization insurance plan until eligible for Medicare provided they pay the full cost of the premium. Participation beyond that shall be in accordance with applicable laws and regulations.

ARTICLE V LONGEVITY

Section 5.01 - Longevity Appreciation

Employees working 20 hours/week or more Longevity Appreciation:

2014-15

After 5 years:	\$250/yr	After 15 years:	\$400/yr
After 10 years:	\$325/yr	After 20 years:	\$475/yr

After 5 years: \$225/yr

2015-16

After 5 years:	\$275/yr	After 15 years:	\$425/yr
After 10 years:	\$350/yr	After 20 years:	\$500/yr

Employees working less than 20 hours/week Longevity Appreciation:

After 5 years: \$250/yr

Section 5.02 - Longevity Pay Schedule

The longevity amounts are on an annual basis and are to be paid in addition to the basic salary. Longevity increments will be divided equally over the total number of pay periods during the fiscal year, beginning with the first paycheck of each school year. All longevity pay will be based on the latest hiring date in cases of broken service.

ARTICLE VI RETIREMENT

Section 6.01 – 403(b) Matching Plan

Each year by October 1, eligible employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee's contribution to a 403 (b) plan up to \$1,000 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account.

**INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA**

PERSONNEL POLICIES AND PRACTICES

NON-UNION ADMINISTRATORS (Cabinet)
JULY 1, 2014, THROUGH JUNE 30, 2016

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). 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 District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District 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 1.01 are subject to the requirements of any applicable law, such as the teacher Continuing Contract Law or the Veterans’ Preference Act, granting the administrator employment rights.

Section 1.02 – Basic Services

Administrators 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 1.03 - Duty Year

The duty year shall be as listed in Appendix A. The administrator shall perform services on those legal holidays on which the School Board so determines. He/she shall be on duty during any emergency, natural or unnatural, unless he/she is otherwise excused in accordance with School Board-administrative policy.

ARTICLE II SALARIES

Section 2.01 - Compensation

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

While the District reserves the right to set salaries, it will seek and receive input from administrators and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

Section 2.02 – Other Compensation

Individuals having completed an advanced degree or licensure prior to the beginning of the contract year shall receive the following stipends in each succeeding year of the contract:

Doctorate Degree - \$5,000 per year

Section 2.03 – Experience Credit

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

Section 2.04 - Holidays

Administrators working at least 20 hours or more per week 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 selected by the administrator, subject to approval by the Superintendent.

ARTICLE III LEAVES

Section 3.01 - Vacation

An administrator must work a regular schedule of 20 or more hours per week in order to be eligible for vacation.

Vacations for administrators working 52 weeks per year shall be twenty (20) days per year. Part-time administrators will receive pro rata vacation. Vacation shall be available to the administrator at the beginning of the year (July 1st), however, vacation is considered earned on a monthly basis. Individuals hired after July 1st will receive pro rata vacation provided the administrator has been assigned to a position which normally consists of 52 or more weeks per year.

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 Superintendent of Schools.

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

Administrators working fewer than 52 weeks per year shall not receive vacation.

Section 3.02 - Sick Leave

An administrator must work a regular schedule of 20 or more hours per week in order to be eligible for sick leave.

Administrators shall receive sick leave at the rate of thirteen (13) days for each year worked, which may be accumulated to a maximum of 247 days. Sick leave shall be available to the administrator at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an administrator for each day of absence due to illness or injury which precludes the administrator from performing the duties of his/her position. Any administrator who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the administrator has recovered sufficiently to return to normal duties. Any administrator 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 District will designate the physician and pay his/her fee. Charges for certification of absence days greater than five (5) consecutive working days will be the responsibility of the District unless the administrator requires examination by a specified physician, in which instance the administrator will assume the cost of the examination.

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.

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

Section 3.03 – Disaster Leave

The Employer will provide paid disaster leave for administrators who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An administrator will become eligible for paid disaster leave after the administrator 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 administrator remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

Section 3.04 – Bereavement Leave

Employees may be allowed up to ten (10) days per year of leave with pay in case of death.

Bereavement leave may be used in the case of a death of family or friends.

Leave provided under this section does not accumulate.

Section 3.05 - Personal Business

The administrator shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the superintendent. A deduction of these days will be made from sick leave.

Section 3.06 - Leave of Absence Without Pay

The administrator may apply for a leave of absence without pay in the event of personal extenuating circumstances. The administrator, 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 3.07 - Child Care / Adoption Leave

A. A child care/adoption leave shall be granted by the school district 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 administrator for an extended period of time.

B. An administrator making application for unpaid child care/adoption leave shall inform the superintendent 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 superintendent and the administrator will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care/adoption leave is occasioned by pregnancy, the administrator 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.

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

E. 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:

- (1) grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.
- (2) permit the administrator to return to his or her employment prior to the date designated in the request for child care/adoption leave.

F. An administrator returning from child care/adoption leave shall have a right to return to his or her original position as specified in the administrator's child care/adoption leave plan if the administrator's leave is commenced and concluded within the same fiscal year. If the administrator's child care/adoption leave plan does not call for his or her return within the fiscal year it is commenced, the administrator shall have the right to be returned to an equivalent contractual position, unless such administrator has been previously terminated pursuant to the provision of M.S. 122A.40 or such administrator has been placed on unrequested leave pursuant to the provisions of M.S. 122A.40.

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

H. An administrator 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 administrator 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.

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

Section 3.08 – Religious Observance Leave

Up to three (3) days leave shall be granted to an administrator 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 the superintendent, in writing, at least three (3) days prior to such absence.

Section 3.09 – Judicial Leave

An administrator who is called for jury duty shall be compensated for the difference between regular pay and pay received for the performance of such obligation.

Section 3.10 – Superintendent's Discretionary Leave

Any circumstance that arises necessitating the absence of an administrator not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

Section 3.11 – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each administrator with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the administrator'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 District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional circumstances. Such leave will be deducted from the administrator's sick leave allowance.

ARTICLE IV INSURANCE

Section 4.01– Insurance Eligibility

An administrator must work a regular schedule of 20 or more hours per week in order to be eligible for group insurance coverage.

Section 4.02 – District Obligation

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

Section 4.03 – Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The effective date for employer contributions shall be September 1, 2014 for the 2014-15 school year, and September 1, 2015 for the 2015-16 school year.

Coverage	Effective September 1, 2014	Effective September 1, 2015
Single	Tied to Teachers	Tied to Teachers
Family	Tied to Teachers	Tied to Teachers

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single or family coverage. The effective date for employer contributions shall be September 1, 2014 for the 2014-15 school year, and September 1, 2015 for the 2015-16 school year.

Coverage	Effective September 1, 2014	Effective September 1, 2015
Single	Tied to Teachers	Tied to Teachers
Family	Tied to Teachers	Tied to Teachers

Section 4.05 - Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$150,000 of coverage for each eligible administrator. The eligible administrators 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 administrator through payroll deduction.

Section 4.06 - Long-Term Disability Insurance

The School District shall pay the full premium for long-term disability insurance for eligible administrators. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings. If the administrator is disabled and has not accumulated sufficient paid sick leave to cover the waiting period, then he/she shall be paid 66 2/3% of his/her salary until he/she is entitled to receive long-term disability benefits.

Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the administrator's basic annual earnings. The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, the administrator may continue in the district's group insurance plans at his/her expense for as long as the administrator receives long-term disability insurance/wage replacement benefits.

Section 4.07 - Liability Insurance

The School District agrees to insure the administrator 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 his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 – Duration of Insurance Contribution

Upon separation of employment, all district 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 document. However, the administrator may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V OTHER BENEFITS

Section 5.01 - Travel

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

Section 5.02 - Professional Improvement

The administrator will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by the superintendent. The School District 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 superintendent.

Section 5.03 - Professional Membership Dues

The School District may require an administrator to participate in one local service club. The School District shall pay the annual membership dues for the administrator for relevant professional organizations approved by the District. The School District shall pay the annual membership dues for other community organizations as are required, directed or permitted, by the superintendent of schools.

Section 5.04 - Vandalism Reimbursement

The School District shall reimburse the administrator for vehicular vandalism, which occurs in the course of the administrator performing his or her required duties, in an

amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

ARTICLE VI SEVERANCE/RETIREMENT

Section 6.01 – Severance

When an administrator has completed six (6) years of continuous service under this employment agreement, or combined with other administrative positions within the district as identified in the Principals Association Master Agreement and/or Non-Union Administrators-Director policy document agreement, they shall be eligible for payment upon separation of employment based on the following:

- a. Payment shall be equivalent to their daily rate of pay times a number of days determined by multiplying eight (8) days times the number of years' employment with the Northfield School District at the time of separation of employment. The daily rate shall be based on the gross salary rate, including steps and pay differentials.
- b. The amounts shall be prorated for years during which the administrator served part time.
- c. The maximum number of paid days shall be 115 days.
- d. Severance pay under this section 6.01 shall not be payable in the event the administrator is terminated for cause.

Section 6.02 - 403(b) Matching Plan

The School District shall match administrator payments up to \$7,500 per school year to a 403(b) plan for the full-time administrator.

- a. The administrator shall be eligible for a prorated school district contribution for any years that are less than full time.
- b. 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.
- c. The school district contribution will be made to a state-approved company of the administrator's choice. It shall be the responsibility of the administrator to make all arrangements required by the vendor to insure that proper payment is made by the school district. The district shall make payment to the administrator's selected company bi-monthly.

Section 6.03 – Retirement Insurance

If the administrator retires upon attaining age fifty-five (55) or thereafter and has at least ten (10) years experience in the School District, they may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The administrator may continue participation in the District's group term life insurance plan according to provisions of Section 4.05 at the administrator's own expense until the administrator is eligible for Medicare.

The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as if employed but not more than 80% of the health and hospitalization insurance premium, for nine (9) years from the date of retirement.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

APPENDIX A
SALARIES AND DUTY YEAR

Position	Duty Year	Annual Salary 2014-15	Annual Salary 2015-16
Director of Community Services	52 weeks	\$106,214	\$108,763
Director of Administrative Services	52 weeks	\$113,776	\$116,506
Director of Teaching & Learning	52 Weeks	\$113,776	\$116,506

Steps for full-time service added to the base salary (pro-rated for part-time):

Experience	2014-15	2015-16
1 st Year	\$0	\$ 0
2 nd Year	\$3,200	\$3,200
3 rd Year	\$4,200	\$4,200
4 th Year	\$5,200	\$5,200

**INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA**

PERSONNEL POLICIES AND PRACTICES

NON-UNION ADMINISTRATORS (Directors)
JULY 1, 2014, THROUGH JUNE 30, 2016

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). 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 District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District 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 1.01 are subject to the requirements of any applicable law, such as the teacher Continuing Contract Law or the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 – 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 1.03 - Duty Year

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines. He/she shall be on duty during any emergency, natural or unnatural, unless he/she is otherwise excused in accordance with School Board-administrative policy.

ARTICLE II SALARIES

Section 2.01 - Compensation

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

While the District 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 2.02 – Experience Credit

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

Section 2.03 - Holidays

Employees working at least 20 hours or more per week 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 Superintendent.

ARTICLE III LEAVES

Section 3.01 - Vacation

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for vacation.

Vacations for employees working 52 weeks per year shall be twenty (20) 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 1st), however, vacation is considered earned on a monthly basis. Individuals hired after July 1st will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 52 or more weeks per year.

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 employee's immediate supervisor.

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

Employees working fewer than 52 weeks per year shall not receive vacation.

Section 3.02 - 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 sick leave at the rate of thirteen (13) days for each year worked, which may be accumulated to a maximum of 247 days. Sick leave shall be available to

the employee at the beginning of the year (July 1st), 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 his/her position. 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 District will designate the physician and pay his/her fee. Charges for certification of absences days greater than five (5) consecutive working days will be the responsibility of the District unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

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.

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

Section 3.03 – 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 (40th) duty day of absence.

Section 3.04 – Bereavement Leave

Up to ten (10) days per year of leave with pay in case of bereavement. Time off for bereavement shall be deducted from unused Sick Leave. Bereavement leave may be used in the case of death of family members or friends

Section 3.05 - Personal Business

The employee shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the superintendent. A deduction of these days will be made from sick leave.

Section 3.06 - 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 3.07 - Child Care / Adoption Leave

A. A child care/adoption leave shall be granted by the school district 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 administrator for an extended period of time.

B. An administrator making application for unpaid child care/adoption leave shall inform the superintendent 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 superintendent and the administrator will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care/adoption leave is occasioned by pregnancy, the administrator 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.

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

E. 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:

- (1) grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.
- (2) permit the administrator to return to his or her employment prior to the date designated in the request for child care/adoption leave.

F. An administrator returning from child care/adoption leave shall have a right to return to his or her original position as specified in the administrator's child care/adoption leave plan if the administrator's leave is commenced and concluded within the same fiscal year. If the administrator's child care/adoption leave plan does not call for his or her return within the fiscal year it is commenced, the administrator shall have the right to be returned to an equivalent contractual position, unless such administrator has been previously terminated pursuant to the provision of M.S. 122A.40 or such administrator has been placed on unrequested leave pursuant to the provisions of M.S. 122A.40.

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

H. An administrator 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 administrator 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.

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

Section 3.08 – 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 the superintendent, in writing, at least three (3) days prior to such absence.

Section 3.09 – Judicial Leave

An employee who is called for jury duty shall be compensated for the difference between regular pay and pay received for the performance of such obligation.

Section 3.10 – Superintendent'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 superintendent or his/her authorized representative.

Section 3.11 – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve 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 District's substitute/leave reporting system. The Human Resources 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 4.01– 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 4.02 – District Obligation

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

Section 4.03 – Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The effective date for employer contributions shall be September 1, 2014 for the 2014-15 school year and September 1, 2015 for the 2015-16 school year.

Coverage	Effective September 1, 2014	Effective September 1, 2015
Single	Tied to Teachers Settlement	Tied to Teachers Settlement
Family		

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single or family coverage. The effective date for employer contributions shall be September 1, 2014 for the 2014-15 school year and September 1, 2015 for the 2015-16 school year.

Coverage	Effective September 1, 2014	Effective September 1, 2015
Single	Tied to Teachers Settlement	Tied to Teachers Settlement
Family		

Section 4.05 - Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$150,000 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 4.06 - Long-Term Disability Insurance

The School District 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.

If the employee is disabled and has not accumulated sufficient paid sick leave to cover the waiting period, then he/she shall be paid 66 2/3% of his/her salary until he/she is entitled to receive long-term disability benefits.

Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the employee's basic annual earnings. The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, the employee may continue in the district's group insurance plans at his/her expense for as long as the employee receives long-term disability insurance/wage replacement benefits.

Section 4.07 - Liability Insurance

The School District 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 his/her employment or any claim against him/her solely by

reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 – Duration of Insurance Contribution

Upon separation of employment, all district 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 document. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V OTHER BENEFITS

Section 5.01 - Travel

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

Section 5.02 - 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 superintendent. The School District 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 superintendent.

Section 5.03 - Professional Membership Dues

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

Section 5.04 - Vandalism Reimbursement

The School District shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

ARTICLE VI SEVERANCE/RETIREMENT

Section 6.01 – Severance

When an employee has completed six (6) years of continuous service under this employment agreement, or combined with other administrative positions within the district as identified in the Principals Association Master Agreement and/or Non-Union Administrators-Director policy document agreement, they shall be eligible for payment upon separation of employment based on the following:

- a. Payment shall be equivalent to their daily rate of pay times a number of days determined by multiplying eight (8) days times the number of years' employment with the Northfield School District at the time of separation of employment.
- b. The amounts shall be prorated for years during which the employee served part time.
- c. The maximum number of paid days shall be 115 days.
- d. Severance pay under this section 6.01 shall not be payable in the event the employee is terminated for cause.

Section 6.02 – 403(b) Matching Plan

The School District shall match employee payments up to \$3,200 per school year to a 403(b) plan for the full-time employee.

- a. The employee shall be eligible for a prorated school district contribution for any years that are less than full time.
- b. 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.
- c. The school district contribution will be made to a state-approved company of the employee's choice. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the school district. The district shall make payment to the employee's selected company bi-monthly.

Section 6.03 – Retirement Insurance

If the employee retires upon attaining age fifty-five (55) or thereafter and has at least ten (10) years experience in the School District, they may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The employee may continue participation in the District's group term life insurance

plan according to provisions of Section 4.05 at the employee's own expense until the employee is eligible for Medicare.

The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as if employed but not more than 80% of the health and hospitalization insurance premium, for nine (9) years from the date of retirement.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare. Employees currently retired and their dependents who are eligible for Medicare will be converted to a Medicare supplement policy effective November 1, 2010.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

APPENDIX A
SALARIES AND DUTY YEAR
2014-15

Position	Duty Year	Annual Salary
ALC Director	45 weeks	\$90,093
Assistant Director of Special Education	45 weeks	\$90,093
Student Activities Director	46 weeks	\$100,246
Director of Buildings and Grounds	52 weeks	\$88,560
Director of Finance	52 weeks	\$89,122
Director of Child Nutrition	43 weeks	\$62,676
Director of Human Resources	52 weeks	\$88,560
Director of Technology Services	52 weeks	\$90,093

APPENDIX B
SALARIES AND DUTY YEAR
2015-16

Position	Duty Year	Annual Salary
ALC Director	45 weeks	\$92,346
Assistant Director of Special Education	45 weeks	\$92,346
Student Activities Director	46 weeks	\$102,752
Director of Buildings and Grounds	52 weeks	\$90,774
Director of Finance	52 weeks	\$91,350
Director of Child Nutrition	43 weeks	\$64,243
Director of Human Resources	52 weeks	\$90,774
Director of Technology Services	52 weeks	\$92,346

Steps for full-time service added to the base salary (pro-rated for part-time):

Experience	2014-15	2015-16
1 st Year	0	\$ 0
2 nd Year	\$2,950	\$2,950
3 rd Year	\$3,950	\$4,300
4 th Year	\$5,150	\$5,950

514 BULLYING PROHIBITION POLICY**I. PURPOSE**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school

district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.

The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
 - 1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 - 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 - 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. “Student” means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades,

work assignments, or educational or work environment.

- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP)

team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
4. The incidence and nature of cyberbullying; and
5. Internet safety and cyberbullying.

C. The school district annually will provide education and information to students

regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or

applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

The school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made to the extent practicable in consultation with students, parents, and community organizations.

Policy 514 – Bullying Prohibition

Adopted: 8/28/06

Revised: 11/22/10

Revised: 4/23/12

Revised:

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)

Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 124D.10 (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: Board Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Board Policy 413 (Harassment and Violence)
Board Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Board Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Board Policy 423 (Employee-Student Relationships)
Board Policy 501 (School Weapons Policy)
Board Policy 506 (Student Discipline)
Board Policy 507 (Corporal Punishment)
Board Policy 515 (Protection and Privacy of Pupil Records)
Board Policy 521 (Student Disability Nondiscrimination)
Board Policy 522 (Student Sex Nondiscrimination)
Board Policy 524.2 (Use of Technology and Telecommunications Systems by Students)
Board Policy 526 (Hazing Prohibition)
Board Policy 709 (Student Transportation Safety)

514 BULLYING PROHIBITION POLICY

I. PURPOSE

The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

A safe and civil learning environment is needed for students to attain high academic achievement and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors:

1. The developmental and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

- G. The school district will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. DEFINITION OF BULLYING:

“A person or group is bullied when they are being exposed repeatedly and over time to negative actions on the part of one or more other persons and have difficulty defending themselves.”

This definition includes three important components:

1. Bullying involves a **pattern of behavior** repeated over time.
2. Bullying is aggressive behavior that **involves unwanted, negative actions**.
3. Bullying involves an **imbalance of power or strength**.

“Bullying” can occur in a variety of ways and can include, but is not limited to:

1. Written / verbal expressions.
2. Physical acts/gestures or patterns.
3. Sending or posting harmful/cruel text messages or images using the Internet or other digital communication devices like cell phones, PDAs, web cams, etc.
4. Creating reasonable fear of harm to person or property.
5. Damaging a student’s or a group of students’ property.
6. Causing interference with a student’s or a group of students’ educational benefits, opportunities, or performance.

- B. “Immediately” means as soon as possible but in no event longer than 24 hours.

- C. “On school district property or at school-related functions” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district

purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

IV. REPORTING

- A. Any person who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, principal's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.
- E. Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- F. Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Upon receipt of a complaint or report of bullying, the school district shall

undertake or authorize an investigation by school district officials or a third party designated by the school district.

- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.
- C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.
- D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

VII. TRAINING AND EDUCATION

- A. The school district annually will provide information and any applicable training to school district staff regarding this policy.
- B. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.
- C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.
- D. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

VIII. NOTICE

The school district will give annual notice of this policy to students, parents or guardians, volunteers and staff. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate.

Policy 514 - Bullying Prohibition

Adopted: 8/28/06

Revised: 11/22/10

Revised: 4/23/12

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

- Legal References:*** Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
- Cross References:*** Board Policy 403 (Dismissal of Employees)
Board Policy 413 (Harassment and Violence)
Board Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Board Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Board Policy 423 (Employee-Student Relationships)
Board Policy 501 (School Weapons Policy)
Board Policy 506 (Student Discipline)
Board Policy 507 (Corporal Punishment)
Board Policy 515 (Protection and Privacy of Pupil Records)
Board Policy 521 (Student Disability Nondiscrimination)
Board Policy 522 (Student Sex Nondiscrimination)
Board Policy 526 (Hazing Prohibition)

To: Dr. Chris Richardson

From: Joel Leer

Subject: Request to Discontinue AdvancED (formerly North Central Association Membership and Accreditation

Dr. Richardson,

I am requesting that Northfield High School be allowed to discontinue membership in and accreditation by AdvancED (formerly North Central Association) as of July 1, 2014.

At the turn of the 20th century, the North Central Association (now AdvancED) was formed to set standards in course offerings, staff preparation and quality facilities for high schools. At that time accreditation entities like the North Central Association (AdvancED) were the only means through which a school or institution could establish state and national credibility. To be accredited meant that you were an established school, a respectable institution, a program worthy of regard.

Times have changed dramatically in the last 100 years. Ambitious and prescriptive accountability systems at the local, state, and federal level are in place throughout Minnesota and across the country. The federally mandated No Child Left Behind Act along with State standards, academic and engagement measures and assessments, staff licensure and evaluation requirements have rendered programs like AdvancED unnecessary, and to some extent, irrelevant - an artifact of an earlier time when an external entity was needed to provide accountability.

Today, "credibility" for Northfield High School is deeply entrenched in the following:

- State mandated teacher and principal evaluation protocol
- Annual parent, teacher, student, and community surveys
- State mandated assessments and reporting in grades 3-12
- State sponsored 'report card'
- Locally required annual continuous improvement plans, SMART goals and Professional Learning Communities

No component of the AdvancED process treads new ground beyond these pieces. Further, the annual cost of accreditation (\$700) plus the additional fee for accreditation site visits (\$550 + lodging and transportation) for the members of the review team), given the duplication of efforts, is something that could be put to other worthwhile uses.

Further, none of the schools of the Big 9 (Rochester Century, Mayo, John Marshall; Winona; Red Wing; Albert Lea; Faribault; Owatonna; Mankato East and West; and Austin) are AdvancED accredited, and those that were, discontinued membership, each citing reasons similar to those described above.

For these reasons, I am requesting that Northfield High School be allowed to discontinue membership in and accreditation by AdvancED (formerly North Central Association as of July 1, 2014.