

CONDITIONS OF EMPLOYMENT 2024-25

NONEXEMPT EMPLOYEE INFORMATION

A. CATEGORIES OF EMPLOYEES & WORK SCHEDULES

School Year Employees: Work nine months and follow the same start and end date as classroom teachers. They may be scheduled for up to 8 hours per day between the hours of 6:00 a.m. and 4:30 p.m. [School year employees are classroom aides, special education aides, cooks, bus drivers, and other staff assigned to this category.]

12 Month Employees: Work 52 weeks.

- a. Secretary works 8 hours per day between 7:00 a.m. and 3:30 p.m.
- b. Custodians work 8 hours per day. Hours are assigned by the Superintendent between 6:00 a.m. and 6:00 p.m.

Other:

Indian Home School Liaison works 40 weeks for 7 hours per day between 8:00 am - 3:30 pm. The work schedule starts two weeks prior and concludes two weeks after the school year.

- * All staff:
- a. Have a duty free lunch period lasting 30 minutes
 - b. Will have summer hours scheduled by the superintendent.

** Staff employed who work less than 31.5 hours per week are considered part-time.

Bus Drivers:

Properly licensed bus drivers will be paid at the regular bus drivers' salary when transporting students. Bus drivers will be paid from the time they get behind the wheel of the bus to the time the bus is parked at the end of the trip. **Exception:** On overnight trips the bus driver will be paid for a maximum of ten (10) hours per day.

B. SALARY INCREASE

All non-certified personnel will be considered for a pay increase every two years to cover the biennium. Any increases are contingent upon a satisfactory evaluation by the supervisor. Anniversary dates of all non-certified staff will be July 1st of each new fiscal year. First year employees will not be eligible for the retroactive pay increase. Employees who have subbed for 1 year continuously will be eligible for retroactive pay from September 1st. Refer to Policy #450.

C. LONGEVITY BENEFIT

Employees with 5 years of continuous service in the district will receive 1% longevity at the end of the school year. Employees with 10 years of continuous service in the district will receive 2% longevity at the end of the school year. Employees with 15 years of continuous service in the district will receive 3% of their current year salary as longevity pay. Employees with 20+ years of continuous service in the district will receive 4% of their current year salary as longevity pay. Continuous service is not considered broken by unrequested leaves of absence, childcare leave, medical leave, or military leave. Longevity compensation will be paid before June 30th each year

D. DISTRICT MATCH FOR 403B PLAN:

District match for 403b Plan for non-certified employees will be eligible for a 403b match up to \$300.00 per year. Employees must complete one year of employment before they are eligible.

E. CONVENIENCE DAYS:

Each employee will earn convenience days at the rate of one-half day per month. Therefore, nine (9) month employees earn 4.5 days per school year, ten (10) month employees earn five (5) days, eleven (11) month employees earn 5.5 days and twelve (12) month employees earn the maximum of 6 days.

An employee will be paid for earned convenience days that remain unused at the time of termination. Permission to use convenience days must be requested from the Superintendent at least one day in advance. Failure to request prior approval will result in leave without pay and/or disciplinary action. Each year, as of June 30, employees may carry over a maximum of four (4) days. An employee with more than four (4) convenience days as of June 30 of each year will be compensated at their current rate of pay for each of those unused convenience days in excess of the four carryover days if they remain unexpended. However, employees that have had three (3) continuous years of services with the district will be credited with their respective number of convenience days at the beginning of their work year. Part time employees who work at least 20 hours per week will receive 1.5 days prorated personal leave per year.

F. SICK LEAVE:

Beginning July 1, 2018, all 12-month employees will receive (4) additional sick days, while 9-month employees will receive (3) days. Sick leave will be earned by each employee at the rate of one day per month according to each employee's work year, and can accumulate up to a maximum of one hundred-twenty (120) days. However, employees that have had three (3) continuous years of service with the district will be credited with their perspective number of sick days at the beginning of their work year. If sick leave days used exceeds the number of days earned, those additional days will be regarded as leave without pay. Sick leave shall be used for personal sickness, bereavement, staying home to care for sick children, and/or immediate family appointments, for the doctor, dental, eye, etc. **Immediate family is defined as: spouse, child, brother, sister, parent, grandparent, grandchild, or a person living in the same household as the employee.** A person on sick leave will notify the school secretary, or superintendent at the beginning of that individual's work day, or sooner, of said leave, or will be subject to leave without pay.

Part-time employees who work at least 20 hours per week will receive 3 days pro rated sick leave per year.

Sick leave absences exceeding three (3) days must require a written verification by a licensed medical professional before being approved.

G. SEVERANCE PAY FOR UNUSED SICK LEAVE:

Employees that have had a minimum of 15 consecutive years of employment with the School District will be entitled to a cash severance pay determined by the employee's daily rate of pay at the time of resignation and/or retirement, times the number of accumulated sick leave days applied. The employee may apply any number of his/her accumulated sick leave days up to a maximum of one hundred twenty (120) days. The number of unused days, as determined above, can be used to pay the retired employee's or spouse's hospitalization insurance premiums as an alternative to a cash severance pay. Such premiums will be paid until the total amount is exhausted or until the school district and retired employee mutually agree to a cash severance for the balance remaining. The severance pay will be paid in a lump sum upon resignation and/or retirement.

H. BEREAVEMENT:

Up to five (5) days shall be allowed. These days may be deducted from sick leave, vacation or convenience days, (whichever the individual has available for his/her use), for death in the employees and/or spouses immediate family. Additional days may be granted at the discretion of the Superintendent depending on the circumstances. **Members of the immediate family of the employee is defined as; spouse, child, parent, brother, sister, or other relatives living in the same household as the employee.**

I. COMMUNITY EMERGENCY LEAVE:

Any non-certified staff member currently belonging to the Bois Forte Ambulance or Bois Forte Fire department may respond to and participate in the community **emergencies** without loss of pay or leave time. Meetings do not constitute emergencies.

J. JURY SERVICE

Any employee who is called to serve jury duty for municipal, tribal, county, or federal court shall be provided leave with pay for each day of jury duty service. The employee must forfeit their daily stipend from the court to the district. The employee shall notify the School District of the dates of pending absence as soon as possible following notice of jury duty but in no event later than one-week prior commencing jury duty service.

K. FAILURE TO REPORT TO WORK:

Employees are required to report to work timely and coherently. Failure to do so will result in serious reprimand or dismissal. Reprimand or dismissal steps:

- 1st Offense: Verbal reprimand and pay deduction for time missed.
- 2nd Offense: Pay deduction and corrective action. If offenses are known to be related to chemical abuse, the employee must receive a chemical dependency evaluation prior to returning to work.
- 3rd Offense: Pay deduction and termination. If offense is related to chemical abuse, the individual must follow through with the chemical dependency evaluation recommendations. If he/she fails to do so, termination of employment will result.

If an employee can not get to work because of weather conditions which may endanger their lives they will not be expected to report to work. The day may be charged to convenience time if employee calls in prior to the start of the school day.

L. GRIEVANCES:

All employee grievances must be in writing and must first be brought to the attention of the Superintendent. The Superintendent will respond in written form within ten (10) working days to the grievant. If the grievant is still unsatisfied with the superintendent's decision, the matter may be brought before the school board. School Board decisions are final.

M. TRAVEL AND PER DIEM:

All travel and per diem allowances must receive prior approval by the Superintendent, and must follow the School Board’s policy on travel. Mileage and license fees will be paid for an employee renewing their bus driver’s licenses.

N. OVERTIME:

Overtime and compensatory time will be allowed at the discretion of the Superintendent and **MUST** have prior approval. Compensatory time will be credited hour for hour. **Compensatory time earned must be taken within two weeks.** If the employee wishes to use his/her compensatory time earned beyond the two weeks, a written request must be submitted for board approval. In regard to custodians, if all attempts to secure a substitute have been exhausted, and one of the other custodians has been called to work above his/her regular work day, he/she shall be compensated time and a half for the extra hours he/she has put in.

O. VACATION:

Vacation time will be granted to annual employees only. After the first and second years of continued employment with the district, the employee will be granted a vacation of ten (10) working days. The third consecutive year, and each year thereafter, will be held to a maximum of fifteen (15) working days.

Vacation days will be prorated according to when an employee begins or ends his employment in reference to the beginning of the work year date of July 1. Use of vacation time must receive prior approval by the Superintendent. After three (3) years of continuous employment with the District, vacation time will be credited to the employee at the beginning of the year and can be drawn upon as needed, however, employees for whom a substitute is required (custodians, bus drivers) must take vacation during the summer months when school is not in session, or at the discretion of the Superintendent

P. HOLIDAYS:

School Year and Other Employees: These employees will receive the same ten (10) paid holidays as the certified staff. These days classified as holidays are:

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| Labor Day | President’s Day |
| Thursday MN Ed Prof. Conference | Thursday before Easter |
| Friday MN Ed Prof. Conference | Good Friday |
| Thanksgiving | Easter Monday |
| Friday following Thanksgiving | Memorial Day |

Twelve month: These employees will be granted twelve (13) holidays per year. Those days classified as holidays are:

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| Fourth of July | Christmas Day | Easter Monday |
| Labor Day | New Year’s Day | Memorial Day |
| Thanksgiving | Martin Luther King Day | Juneteenth |
| Friday following Thanksgiving | President’s Day | |
| Christmas Eve | Good Friday | |

Cook and Cook Aide: These employees will have the following ten (10) paid holidays:

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| Labor Day | Christmas Eve | Easter Monday |
| Thanksgiving | Christmas Day | Memorial Day |
| Friday following Thanksgiving | New Year’s Day | |
| President’s Day | Good Friday | |

Holiday pay for part-time employees will be prorated according to hours worked.

One employee per holiday will be allowed to take a personal day preceding or following a holiday or vacation with prior approval of the Superintendent.

Q. RESIGNATION:

An employee terminating service with the district must give a two (2) week written notice.

R. PROFESSIONAL ADVANCEMENT

All non-certified personnel will receive a one time additional compensation for each college credit earned with a passing grade of "A", "B", or "C". The compensation schedule is as follows:

Community College Credit	-	capped at \$150.00 per Credit
4 Year College Credit	-	capped at \$300.00 per credit

Reimbursement will be granted after documents have been provided stating all other financial assistance has been exhausted.

A transcript of the college credit must be on record in the personnel file of the employee. Credits will be honored with completion of each semester of a maximum of twelve (12) in one year. **All credits must be job related and receive prior approval of the Superintendent.**

S. GROUP INSURANCE

Group insurance for non-certified staff will be the same as it is for the teacher staff (Article VII of the Master Agreement Between the Nett Lake Teachers Education Association and Independent School District No. 707).

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. 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 3. Duration of Insurance Contributions: A non-certified employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all district contribution shall cease except that a teacher who has completed a full duty year shall be eligible for twelve month's contribution. The family of a non-certified employee, who has terminated employment in the district for reasons other than termination for cause under Minnesota Statute Chapter 125, may continue in the group if allowed by the carrier and if premiums therefore are paid to the district in advance by bank draft or certified check.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the insurance benefits provided in this article shall continue throughout the balance of the school year.

Section 4. Eligibility: Full benefits provided in this Article are designed for full-time employees, as defined by P.E.L.R.A. Part-time employees shall be eligible for partial benefits proportional to the extent of their employment, and as allowed by the carriers.

Section 5. Health Insurance: The District shall pay 90% and the employee will pay 10% of the premium for health care insurance for full-time employees and their eligible dependents in the years 2017-18. The District shall pay 100% of the premium for health insurance for those employees selecting single coverage. Part-time employees and their dependents will be provided for as stated under Section 4 of this Article. The district will reimburse the employee for out of the pocket maximum cost (does not include prescription drug copays) per calendar year when it exceeds \$500 per person per calendar year and \$1000 per family per calendar year. The district will cover the second \$500 per person per calendar year and the second \$1000 per family per calendar year. These deductibles represent office visit co-pays, and co-insurance. The employee must furnish proof of payment for reimbursement.

Section 6. Dental Insurance: The District shall pay the premium for dental care insurance for full-time teachers and their eligible dependents and for part-time teachers and their dependents as provided under Section 4 of this Article.

Section 7. Long Term Disability: The District shall contribute fifty percent (50%) of the premium for long term disability insurance for full-time teachers and for part-time teachers provided under Section 4 of this Article. The disability policy provided shall contain a 60-calendar day waiting period before benefits under the policy need be paid. (See insurance carrier policy book)

Section 8. Short Term Disability: The School District shall have available short-term disability for such full-time and part-time teachers as provided under Section 4 of this Article. A teacher requesting to participate in a short-term disability insurance coverage program will pay 100% of the premium. Should the School District pay the teacher's short term disability premium, eligible benefits will be received by the School District to help offset the cost of substitute's salary.

Section 9. Accidental Death and Dismemberment: The School District shall pay the premium for a group accidental death and dismemberment policy with a benefit amount of twenty five thousand (\$25,000) for each full-time teacher and part-time as provided under Section 4 of this Article.

The carrier shall pay the policy benefits to such beneficiary or beneficiaries designed by the teacher or to the teacher's estate. (See insurance carrier policy book)

Section 10. Term Life Insurance: The District shall pay the premium for a group term life insurance with a benefit amount of Fifty thousand dollars (\$50,000) for each full-time and part-time employee as provided under Section 4 of this Article.