

WEST CENTRAL EDUCATION DISTRICT

SUPPORT STAFF POLICIES

**Applicable for the
2010-2011 and 2011-2012
School Years**

Board Approved: 11/15/2010

GENERAL INFORMATION
Support Staff Policy Handbook

SECTION I
POLICIES

1. Each employee should receive a handbook of West Central Education District Policies.
2. Employees should note specifically that the West Central Education District has policies prohibiting sexual, religious, racial violence, harassment, hazing along with other policies. Violation(s) of these policies may result in immediate termination.
3. Employees will be subject to the general work rules, job descriptions and policies established by the West Central Education District.
4. Employees will be responsible for other work rules and/or information as informed by a supervisor or Director.
5. West Central Education District reserves the right to amend or modify this and other policies without prior approval.

SECTION II
PLACEMENT ON SCHEDULE OF INCREMENTS

1. The Board of Education reserves the right for initial placement of all support staff personnel on the schedule of increments.
2. Any vertical movement on the schedule from year to year will be contingent upon satisfactory service as determined by the immediate supervisors and the administration.
3. Vertical movement on the schedule will also be based upon one complete year of work.
4. Employees working less than 30 hours per scheduled week will advance vertically on the salary schedule after each two years of satisfactory employment.
5. Should an employee be granted the opportunity to change positions within the education district, only applicable experience as determined by the Director shall be allowed for placement on the schedule of increments.

SECTION III
DETERMINATION OF PAYMENT

1. All payments shall be based upon this handbook and the appropriate individual experience. Employees shall receive written notice of employment status for the beginning of the school year, including tentative assignments prior to the first day of school each year. The determination made by the director, or the employee's appointed supervisor, will determine the annual hours worked to be used when applying applicable benefits.
2. Time sheets shall be filed by all support staff personnel and turned into the office by the 15th and 30th of each month.
3. Vacation sick leave and personal leave shall be taken in 30 minute increments.

SECTION IV
WORKING DAY

1. Employee delayed starting time shall be governed by the member school district in which their job site is located. Employees with varied job site shall be governed by the school district location of the Education District address (Sauk Centre). In the event of a delayed starting time, personnel whose working day is directly related to the student day shall report for duty as directed according to media announcements. If school is to start one hour late, come to work one hour from your normal starting time: if school is to start two hours late, come to work two hours from your normal starting time, etc. Other employees should report to work for their normal shift as conditions permit. No compensation will be paid for time that is not worked.
2. In the event of early school dismissal, employees will be released as determined by their immediate supervisor. No compensation will be paid for time that is not worked.
3. In the event that school is not to be in session because of weather, road conditions etc., employees should report to work only if requested by their immediate supervisor AND they can safely do so. No compensation will be paid for time that is not worked.
4. Vacation time may be substituted for such time missed in Items 1 and 2 above, subject to other provisions of this handbook, and as permitted by the Director.
5. The basic workday shall include two breaks for employees working seven (7) or more hours and one break for employees working three (3) through seven (7) hours.
6. Should the need arise to be absent from the job site, no deduction in leave shall occur for periods of less than fifteen (15) minutes provided that the permission of the immediate supervisor was first obtained.
7. Employees that are scheduled to work four (4) or more hours in one shift will be allowed to schedule an unpaid and duty-free meal break.
8. All breaks shall be scheduled with and have approval of the employee's immediate supervisor.

SECTION V
OVERTIME AND COMPENSATORY TIME

1. No employee shall work over 40 hours per week except with the director's permission.
2. An employee shall not extend their normal working day without specific authorization of their immediate supervisor. If extra hours are added onto a work day, those hours will not exceed a 40-hour week and will be compensated in one of two ways: (a) regular hourly salary for those extra hours or (b) an equivalent number of compensatory time will be arranged with their immediate supervisor.

SECTION VI
RETIREMENT

1. All employees, unless specifically exempted by Public Employees Retirement Association (PERA) rules, shall maintain a membership in this retirement fund.
2. The employee and the Education District shall contribute to this fund by payroll as specified by statute.
3. The Education District will pay 25% of the accumulated sick leave hours in compensation upon

retirement or death to those 12 month full time support staff employees (or their estate) who have worked in the Education District at least 15 years.

4. Full time support staff employees, who have worked in the Education District at least 15 years that are retiring from the West Central Education District, currently qualify for the district's health insurance, and qualify for PERA benefits shall be eligible to remain in the existing health and hospitalization insurance program. The district shall contribute 70% of the yearly applicable amount specified in Section VIII toward coverage on a per month basis for no more than 36 months from the effective date of retirement. Any additional amount of premium would be paid by the retiree by October 1st of the current year.

SECTION VII **WORK RELATED INJURIES**

1. All injuries, regardless of severity, shall be reported to the West Central Education District office.
2. West Central Education District carries workers Compensation Insurance for all employees.
3. An employee who is absent from work as a result of a compensable injury incurred in the service of the Education District, and collecting workers Compensation Insurance may draw sick leave and receive full salary from the West Central Education District, his/her salary to be reduced by an amount equal to the insurance payments.
4. Individuals with questions should contact the Education District office.

SECTION VIII **INSURANCE**

1. The Education District will pay actual cost up to but not exceeding \$515 per month toward the district's health insurance coverage for all employees working 1680 hours or more during the 2010-2011 school year, effective the first day of the month following board approval, and up to but not exceeding \$530 per month for the 2011-2012 school year.
2. The Education District will pay up to \$365 toward the district's health insurance coverage for those employees working between 1400 and 1679 hours per year for the 2010-2011 school year, effective the first day of the month following board approval, and up to \$380 towards the district's health insurance coverage during the 2011-2012 school year.
3. The Education District will pay a maximum of \$11 per month toward a **\$50,000** term life insurance policy for an employee working 1400 or more hours per year. The Education District will pay a maximum of \$17.50 per month toward the existing group long-term disability (LTD) policy for an employee working 1400 hours or more per year.
4. The Education District will pay a maximum of \$17.50 per month toward the existing group long-term disability (LTD) policy for an employee working 1400 hours or more per year.
5. An employee working twenty (20) hours or more a week is eligible to apply for long term disability insurance at WCED group rate. Such premiums for that policy will be paid by the employee.
6. Insurance coverage is currently not available for some classifications of employees through the Education District due to provisions with the current group carrier.
7. All insurance carriers shall be selected by the Education District pursuant to applicable statutes.

SECTION IX
VACATIONS

1. Vacation days will be determined by mutual consent with the immediate supervisor and the West Central Education District Director.
2. Accumulated vacation days are not to be carried over into the next school year without prior approval from the Director; days carried over should be used within six months.
3. Vacation days will be accrued on a pro rata basis of the employee's average scheduled work day as per the following schedule, and shall be applicable only to those employees that work 1840 or more hours per year.

Years Employed	0-10	11-20	21 and more
Vacation Hours	80	120	160

SECTION X
PERSONAL LEAVE

1. Up to two (2) days of personal leave may be granted for purposes that arise requiring attention that are not covered under other provisions of this handbook at the discretion of the Education District Director. The second day of said leave shall be deducted in hours from the employee's accrued sick leave.
2. Written application must be made to the Director three (3) working days in advance whenever possible.
3. Every effort should be made not to request personal Leave for the day preceding or the day following holidays, vacation days, or the first or last day of the school year.

SECTION XI
CHILD CARE LEAVE

1. Subject to the provisions of this section, child care leave will be granted to any employee who is a parent.
2. An employee making an application for child care leave shall inform the Director in writing of the intention to take leave at least 60 calendar days before commencement of the intended leave, or in the case of unusual circumstance, as mutually agreed with the Director.
3. If the reason for child care leave is occasioned by pregnancy; an employee may utilize sick leave pursuant to the sick leave provisions of this handbook during the period of medical disability. However, an employee shall not be eligible for sick leave during the period of time covered by the child care leave when the employee is not medically disabled due to pregnancy or child birth. A statement from a physician may be required. In making a determination concerning the commencement of the duration of a child care leave the Education District shall not in any event be required to grant any leave more than twelve (12) months in duration.
4. Failure of the employee to return to work on the date agreed upon shall constitute grounds for termination.
5. An employee granted child care leave shall retain all previous experience credit. However, the

employee shall not accrue additional experience credit for purposes of the handbook during the period of the unpaid child care leave

6. An employee on childcare leave is eligible to participate in the group insurance programs as permitted under the group insurance provisions. Any applicable premiums (see Health Insurance) shall be paid by the Education District only while said employee is on sick leave due to pregnancy or childbirth.
7. All leave under this section shall be without pay or fringe benefits except as provided in Item three above.

**SECTION XII
HOLIDAYS**

1. For employees working 1400 to 1679 hours per year as defined in Section 3, Item 1, the following four holidays shall be considered paid holidays. If the employee would normally be scheduled to work the week of that holiday: Thanksgiving Day, Christmas Day, New Year's Day and Good Friday Day. Payment will be made on a pro-rata basis of the employee's normal scheduled day.
2. For employees working 1680 to 2079 hours per year as defined in Section 3, Item 1, the following seven holidays shall be considered paid holidays if the employee would normally be scheduled to work the week of that holiday: Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday Day, and Memorial Day. Payment will be made on a pro-rata basis of the employee's normal scheduled day.
3. For full-time employees working 2080 hours per year as defined in Section 3, Item 1, the following ten holidays shall be considered paid holidays: July 4, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day. Employees working between over 1680, but less than 2080, hours per year will receive between seven and ten days paid holidays on a pro rata basis.

**SECTION XIII
SICK LEAVE SCHEDULE**

1. Sick leave is to be used for absence caused by illness of an employee or a member of their immediate family. Time used beyond accumulated days may be allowed without pay by written approval from the Director.
2. The Director may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to an illness
3. Sick leave will be available to staff based upon the following schedule.

Hour Employed	Annual Maximum	Maximum Accrual
Less than 1408	72 hours	520 hours (65 days)
1408-1520	80 hours	640 hours (80 days)
1520-1680	88 hours	760 hours (95 days)
1680 or MORE	108 hours	880 hours (110 days)

SECTION XIV
BEREAVEMENT LEAVE

1. Reasonable bereavement leaves from one (1) to five (5) days of death or illness in the employee's immediate family. Such leave shall be deducted, in hours, from the employee's accrued sick leave.
2. Immediate family shall be construed to include wife, husband, children, sisters, brothers, father and mother of employee or spouse.
3. Prior to taking such leave, the Director will be notified and written documentation will be completed as soon as possible.

SECTION XV
SCHOOL CONFERENCE AND ACTIVITY LEAVE

The Education District will provide for school conference and activity leave as provided by state statute.

SECTION XVI
EXPENSE REIMBURSEMENT

Approved expenses directly associated with an employee's duties will be reimbursed through the normal bill process by submitting appropriate forms and receipts.

SECTION XVII
403b PROVISIONS

1. Effective July 1, 2000 full-time employees shall be eligible to participate in a 403b matching program contribution plan pursuant to Minnesota Statute 356.24. A staff member working less than full time may receive a pro rata benefit.
2. The WCED shall match eligible annual employee contributions based on the number of years an employee has been with the education district. Matching contributions start at the beginning of the 4th year and are increased at the beginning of the 10th and 15th year.
3. To initially participate, a salary reduction authorization agreement must be completed prior to September 15 for the staff member to participate in the 403b matching contributions plan for that school year. No other changes shall be made in said participation for the period of this calendar year. Salary reductions will continue at initial rate until a Change in Reduction form is completed to increase or stop reductions.
4. At no time will there be more than three (3) such options/plans available to said employee group.

Year of Employment	WCED Maximum
4-9	\$400
10-14	\$600
15 and beyond	\$800

It should be noted that any matching payments made to a 403b account on behalf of employees by the Education District shall be deducted from any post-retirement benefits the employee may be entitled to.

SECTION XVIII

STAFF PERFORMANCE EVALUATION

Staff will be evaluated on a yearly basis using observation, checklists, web-based feedback and goal setting. Each staff member will select 3 goals to work on during the school year. Goals will be turned in to supervisor during the first month of school. Supervisors will meet with staff at least once during the year to review goals and provide feedback on performance.

HAZING PROHIBITION POLICY

I. Purpose

The purpose of this policy is to maintain a safe learning environment for students and staff that are free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. General Statement of Policy

A. No student, teacher, administrator, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.

B. No teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

D. This policy applies to behavior that occurs on or off school property and during and after school hours.

E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

F. The school district will act to investigate all complaints of hazing 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

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.

2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.

5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

B. "Student organization" means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. Reporting Procedures

A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy.

B. The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a school district human rights officer or to the director.

C. Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building principal immediately.

D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporters future employment, grades or work assignments.

V. School District Action

A. Upon receipt of a complaint or report of hazing, 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 hazing.

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 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.

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 hazing 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 hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

*****It should be noted that all WCED Board Policies are understood to be incorporated into this handbook*****