

**WEST CENTRAL EDUCATION  
DISTRICT**

**PERSONNEL POLICY MANUAL**

**2009-2010 and 2010-2011**

**(Board Adopted on March 15, 2010)**

1.0 PURPOSE

- 1.1 These policies shall govern matters related to the terms and conditions of employment in the West Central Education District (WCED).

2.0 DEFINITION OF SERVICES

- 2.1 Licensed teachers shall include all full-time and part-time teachers filling the position in a professional capacity that requires primary responsibilities of working with WCED district personnel in a consultant role or providing direct services to students. Contracted positions shall require an appropriate license as defined by the State of Minnesota and will be under contract with the WCED and shall vary according to the teacher's licensed position. These policies shall not apply to positions that are 50% or more administrative and/or supervisory (i.e. WCED Education Director). For purposes of this handbook, the word "teacher" will be inclusive of Licensed and Registered Occupational Therapists/Physical Therapists.

3.0 LEAVES OF ABSENCE

- 3.1 Sick Leave: At the beginning of each work year each teacher shall be credited with a 112.5 hours sick leave allowance. The unused portion of such allowance shall accumulate from year to year to a maximum of 862.50 hours. The current year's allowance shall be fully exhausted before any usage of accumulated sick leave begins. Time lost beyond the accumulated maximum will be without pay. The daily rate is to be determined by dividing the teacher's base pay by 182 days. Teachers who have been granted a leave of absence will not lose their accumulated sick leave. However, in the event first year teachers do not complete the year, they shall pay back an amount equal to 1 2/3 days for each month not employed. Leave must be taken in a minimum of one hour increments.
- 3.11 Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form available at the office.
- 3.12 When the teacher becomes eligible for benefits under the income protection program, she/he may elect to also receive sick leave pay at the rate of 1/3 day's pay for every full day of absence up to the maximum allowed by his/her unused accumulated sick leave. In no case shall the teacher receive more than 100 percent of his/her total daily rate of pay (disability coverage plus sick leave benefit).
- 3.13 Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability, which prevented attendance at school and performance of duties on that day or days. Pursuant to MN Statute 181.9413 a teacher who performs services for at least 12 consecutive months preceding the request, may use sick leave for absences due to illness of or injury to the teacher's child or spouse for such reasonable, as determined by the Director, periods as the teacher's attendance with the child/spouse may be necessary on the same terms the teacher is able to use sick leave benefits for the teacher's own illness or injury.
- 3.14 WCED may require a teacher to furnish a medical certificate from a qualified physician as evidence of any illness/injury pursuant to this section, indicating such absence was due to illness/injury, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the WCED. In the event that a medical certificate will be required, the teacher will be so advised.
- 3.15 Sick leave allowed shall be deducted from the accrued sick leave hours earned by the teacher.

3.2 Temporary Leaves of Absence

- 3.21 Full-time teachers as defined by P.E.L.R.A. will be entitled to the following leaves of absence with full pay each work year, unless pre-determined by a question of law, and subject to mutual agreement between the WCED Director or designee and the teacher requesting such leave.
- 3.22 At the beginning of each work year, each teacher will be credited 15.0 hours, for personal, legal business, household, or family matters, which requires absence during work hours. Examples of such leaves are: deaths, funerals, court appearances, estate settlements, or other legal proceedings that the teacher might be required by law to attend. Personal leave may accumulate to not more than 22.5 hours total. The Director may consider additional leave under this provision in the event of unusual circumstances. Requests to the WCED Director or designee for personal leave will be made at least three working days before taking such leave (except in cases of emergency). The Director may limit the number of staff granted such leave so as to minimize impact on the organization's service. Such temporary leaves shall be in addition to any sick leave to which the teacher is entitled. Leave must be taken in a minimum of one hour increments.
- 3.23 Up to five days at any one time if necessary may be granted, with pay, in the event of death or serious illness of a member of the immediate family. The immediate family to consist of the teacher's spouse or child; or parent, brother or sister of teacher or teacher's spouse, or other relative living in the same household as the teacher.
- 3.24 Any teacher who is called to serve jury duty shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the District of dates of pending absences as soon as possible following notice of jury duty. The teacher shall reimburse to the WCED any per diem paid to a juror by the Court for jury duty service except the teacher shall retain any mileage and meal allowance paid by the court.
- 3.25 All temporary leaves of absence will be in addition to any sick leave to which the teacher is entitled.

3.3 Extended Leaves of Absence:

- 3.31 The WCED will grant leave of absence without pay to any teacher to campaign for himself or herself or serve in a public office as provided for in the Minnesota Statutes.
- 3.32 Any full-time teacher who has taught one year in the WCED, who is unable to perform his/her duties because of personal illness, whose personal illness extends beyond the period covered by his/her accumulated sick leave, shall, upon request be granted a medical leave of absence, without pay, up to one (1) year.
- (a) A request for such leave of absence or renewal thereof shall be accompanied by a written doctor's statement setting forth the condition of health and estimated time at which the teacher is expected to be able to return to his/her duties. At the request of the WCED Director or designee, the teacher will furnish additional medical reports, for the purpose of determining whether medical leave shall continue. Failure to furnish such medical reports within thirty (30) days of written notice shall terminate the right of the teacher to return to the WCED. Upon expiration of the illness leave, the teacher shall return to the position he/she held prior to the illness leave, provided the teacher's position still exists.
- (b) A teacher on illness leave may continue to participate in group insurance programs if permitted under the insurance policy provision. The WCED will pay its usual

contribution toward the insurance coverage the first year. Thereafter, the teacher will pay the entire premium for such insurance to the WCED, monthly, in advance.

- 3.33 Other leaves of absence without pay may be granted by the WCED for good reason.
- 3.34 Upon return from an extended leave of absence, the teacher shall retain all previous experience credit and any unused leave time accumulated at the commencement of the beginning of the leave. The teacher shall be reemployed in a position for which he/she is qualified and/or licensed commensurate with a position occupied prior to the leave, provided said position is still in existence and not held by someone with greater seniority, subject to the following conditions:
1. That the teacher has not been placed on unrequested leave.
  2. That the teacher is physically and mentally able to perform the essential duties of the position.
  3. That the teacher returns on the date designated on the request for leave and approved by WCED.
- 3.35 All requests for leaves will be applied for in writing and the decision of the WCED will be in writing.
- 3.36 All benefits, unless specifically allowed in 3.3, shall cease when an extended leave of absence shall be granted.
- 3.4 Sabbatical Leave:
- 3.41 To be eligible for sabbatical leave a teacher must have been employed for five (5) full years in the WCED. The WCED Director or designee must approve the proposed program of study or travel in advance.
- 3.42 Applications for sabbatical leave must be filed by December 15 for leaves requested for the following work year. Applicants shall be notified of acceptance or rejection in writing on or before February 1.
- 3.43 Upon expiration of the sabbatical leave, the teacher shall return to the position he/she occupied prior to the leave as provided by Minnesota State Law.
- 3.44 No direct compensation will be paid to any teacher while on sabbatical leave. However, upon their return to their regular duties, they shall move both horizontally and vertically on the salary schedule depending on the length of absence and credits acquired during that absence.
- 3.45 An employee who returns from an education or vocational certification leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the commencement of the leave.
- 3.46 In order to protect the best interest of the teacher who replaces a teacher who is on sabbatical leave, the teacher on leave must notify the WCED in writing not later than February 1 as to whether he/she plans to return to the WCED. If the teacher fails to notify the WCED of his/her intention to return by February 1, then his/her right to return shall automatically terminate.
- 3.47 The health and hospitalization plan will continue in effect during the time of sabbatical leave.

- (a) Premiums during each year of leave must be paid in advance monthly by the teacher.
  - (b) Upon resumption of contracted services, the WCED will reimburse the teachers for the premiums paid during only the first year of leave on or before September 15. Reimbursement will be at the amount prescribed had the teacher not been on leave.
- 3.5 Adoption Leave: The WCED will grant an adoption leave, as mutually agreed, without pay to any teacher who makes written application for such leave. Adoption leave benefits shall apply to both married and unmarried teachers.
  - 3.51 If the teacher fails to return to work on the stated date of return or a later date if mutually agreed upon, then his/her employment may be terminated by the WCED.
- 3.6 Child Care Leaves:
  - 3.61 A child care leave for the full-time care of a child by the parent of such child may be granted by the WCED for, subject to the provisions of this section, and without pay or fringe benefits. In the event that both parents are employed in the WCED, only one will be eligible for this leave at any one time.
  - 3.62 A teacher may make written application for child care leave at least three (3) calendar months before the intended date for the commencement of the leave, unless need for child care arises out of an emergency. Such proposed beginning or ending dates of the child care leave may be adjusted by the WCED so that the dates of the leave coincide with some natural break in the work year, i.e., winter vacation, spring vacation.
  - 3.63 A teacher on a childcare leave of absence may be eligible to participate in group insurance programs if so permitted under the provisions of the WCED's insurance policies. But any premium for such programs shall be paid monthly in advance by the teacher who elects to participate, commencing with the beginning of the childcare leave. In the event that a teacher on a childcare leave of absence does not return to the district, the right to continue participation in such group insurance programs will terminate.
  - 3.64 If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of this policy manual during the period of physical disability. However, a teacher shall not be eligible for sick leave during the period of time covered by a childcare leave. A pregnant teacher will also provide at the time of the leave application a statement from her physician indicating expected date of delivery.
  - 3.65 In making a determination concerning the commencement and duration of a childcare leave, the WCED shall not, in any event, be required to:
    - 1. Grant any leave more than twelve (12) months in duration, or
    - 2. Permit the teacher to return to employment prior to the date designated in the request for childcare leave.
  - 3.66 A teacher returning from childcare leave will be reemployed in a position for which licensed unless previously discharged or placed on unrequested leave.
  - 3.67 Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the WCED and the teacher mutually agree, in writing, to an extension in the leave.

- 3.68 The Director may grant an employee's request for time off from work without pay if the employee's request for leave is in excess of present accrual.

#### 4.0 GROUP INSURANCE

- 4.1 Health and Hospitalization Insurance: The WCED will pay not more than \$565.00 per month for the period from January 1, 2010 to October 1, 2010 and \$580.00 per month for the period from October 1, 2010 to September 30, 2011 toward single or family, health and hospitalization insurance. In the event of a husband and wife combination, the WCED will issue one family contract with benefits for both teachers applied to the cost of the family contract. Benefits for part-time professional teachers will be paid on a prorated basis. It shall be understood that any teacher has the right to elect to be covered by a family contract; coverage in a family contract as defined in the health and hospitalization contract including spouse and/or unmarried dependent children. Selection of the health insurance carrier shall be subject to Minnesota Statutes. Effective with the next plan renewal after the adoption date of the updated handbook the minimum deductible available to staff will be \$500.00.
- 4.2 Worker's Compensation: Pursuant to M.S.A. 176, a teacher injured on the job in the service of the WCED and collecting Worker's Compensation Insurance, may draw sick leave receive full salary from the WCED. However, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave. In no event shall salary be paid by the school district beyond the accrued sick leave, and compensation payments for medical expenses shall not be considered as payment to the teacher for loss of time and/or work days.
- 4.3 Benefits for Disabled Teachers: Benefits for disabled teachers shall be provided for according to Minnesota Statutes as it pertains to school districts.
- 4.4 Life, Accidental Death and Dismemberment: A maximum of \$13.00, effective July 1, 2004, per month per teacher toward term insurance, not to exceed coverage of \$50,000.
- 4.5 Long Term Disability (LTD): \$20.00, effective July 1, 2004, per month maximum per teacher toward the existing group policy purchased through WCED.

#### 5.0 BASIC SCHEDULES AND RATES OF PAY

- 5.1 Salary Schedules:  
The wages and salaries reflected in Appendix I, attached hereto, shall be part of the policy for the 2009-2010 and 2010-2011 school years.
- 5.2 Placement on Salary Schedule: The following rules shall be applicable in determining placement of a certified staff member on the salary schedule:

Application:

Certified staff salary schedule placement will be modified to reflect a salary lane advancement two times during the fiscal year (September 1 and February 1) provided that the certified employee submits the following to the Education Director:

- An official transcript of credits, and
- A written application for lane advancement.

Germane:

Credits to be considered for application on any lane of the salary schedule must be directly related to the certified staff member's field of employment, or be:

- Required by the State Board of Education,
- Required by the Minnesota Legislature,
- Approved by the Education Director, in writing, prior to taking the course,

- Part of a degree or post-graduate program with a major in the certified staff member's field of employment.

Satisfactory Completion:

A grade of C or lower will not be counted toward lane advancement. All credits taken for lane advancement must receive a "letter" grade.

Benefit of Course:

All correspondence, on-line, interactive or video courses must demonstrate the following to the Education Director to have prior approval:

- Rigor of the course,
- Relevance of the course,
- Direct contact, by some means, with an instructor of the course.

Prior Approval:

Any course, without prior written approval, which is deemed by the Education Director to not be beneficial for the Education District will not be allowed toward lane advancement.

Credits:

Credits on the salary schedule reference quarter hour credits. University semester hour credits will be converted by payroll.

Prior Credits:

Employees hired prior to July 1, 2007 will be allowed to advance lanes outside of a declared Master's Degree program up to the BA +60 lane. All credits applicable to a move to the MA+45 lane shall be earned subsequent to July 1, 2007.

- 5.3 Prior Experience: Outside experiences may be recognized in the placement of incoming licensed teacher in establishing their position on the salary schedule at the discretion of the WCED Director or designee.
- 5.4 Miscellaneous Provisions:
- 5.41 Issuing of Contracts: Licensed teacher contracts shall be issued in accordance with the Statutes of the State of Minnesota and shall be terminated in accordance with procedures outlined in the Statutes.
- 5.42 Release from a Contract: The WCED is not under obligation to grant release of a licensed teacher from their contract after the deadline as set by Minnesota Statutes.
- 5.43 Payment of Salary: The annual salary will be made in twenty-four (24) equal installments through the Electronic Fund Transfer System as provided by WCED. Any authorized deductions shall be distributed over this same period and an accurate record kept for each teacher member. Payment generally will be received the last regular work day on or before the 15<sup>th</sup> and the 30<sup>th</sup> of each month.
- 5.44 Termination of Employment – Final Payment: When a Licensed teacher member resigns effective at the end of the work year, final payment of salary may, at the discretion of the WCED, be made in full, prior to the end of the fiscal year ending June 30, upon the request of the teacher.
- 5.45 Retirement Fund: All licensed teachers shall be long to the Teachers Retirement Fund in accordance with Minnesota Statutes. Monthly deductions shall be made from the teacher's salary in accordance with amounts specified by regulations governing the fund.

## 6.0 SCHEDULES

- 6.1 Itinerant personnel shall establish their schedules prior to the beginning of the regular work year. These schedules shall be approved by the WCED Director or designee and participating district superintendent(s). WCED Director or designee shall approve schedule changes.
- 6.2 At least annually the Director shall prescribe the working day for each WCED teacher. Generally, the working day will consist of a 7 ½ hour day, exclusive of lunch. The specific hours worked may vary depending upon the educational program served. From time to time the Director may, at no additional compensation, schedule meetings outside the "normal" day for WCED staff.
- 6.3 Any "comp" time shall be specifically approved by and scheduled with the Director.

## 7.0 TRAVEL EXPENSES

- 7.1 Rate: Authorized travel by WCED teachers, approved by the WCED Director or designee, shall be reimbursed at a mileage rate determined yearly by the WCED Board.
- 7.2 Conditions
  - 7.21 Travel outside of the boundaries of the WCED, but within the state, must be approved in advance by the WCED Director or designee. Mileage will be paid from the point of departure, or the WCED district office, to the destination, whichever is less. If the teacher does not return to the office, mileage will be paid to the teacher's residence or the WCED district office, whichever is less. Requests for reimbursement for travel out of state must be made to the WCED Director or designee and approved in advance by the WCED Board.
  - 7.22 Travel for WCED teachers, on WCED business, within the WCED boundaries, will be reimbursed under the following:
    - (a) When the teacher begins the work day in one of the WCED districts, the teacher will be reimbursed for travel from his/her residence to the district, or from the office to the district, whichever is less
    - (c) When a teacher ends the work day in one of the districts, the teacher shall be reimbursed for travel from the district where the teacher ended the work day to the office, or to the teacher's residence, whichever is less.
  - 7.23 WCED personnel shall be reimbursed for normal and reasonable expenses incurred as the result of WCED business, which takes the teacher outside the WCED districts boundaries.
  - 7.24 Receipts must accompany a request for reimbursement for expenses. Maximum reimbursement for single meal claims will be made according to current state guidelines.
  - 7.25 Employment outside of contract -- all efforts should be put into the job responsibilities assigned with the WCED and it is encouraged that any employment outside of the WCED be reported to the WCED Director.

## 8.0 PROFESSIONAL DEVELOPMENT

- 8.1 Professional Organizations: Dues and memberships in professional organizations as well as professional journal subscriptions will be paid up to \$125.00, effective July 1, 2004, per work year for each Licensed teacher member.

8.2 Professional Leave: Professional leave shall be granted at the sole discretion of the Director, subject to review of the WCED Board.

9.0 TEACHER REVIEW – The WCED believes that quality education is directly related to the performance of its professional staff. The major purpose of staff performance review shall be to enable professional staff to grow personally and professionally. This shall be accomplished through periodic performance assessments and developmental activities based primarily upon those assessments and the performance review cycle.

9.1 All licensed non-tenured (probationary) teachers as defined by Minnesota Statutes will be formally evaluated three times each year.

9.2 All licensed tenured (non-probationary) teachers as defined by Minnesota Statutes will be evaluated on a three-year cycle.

Year one: Teachers will be formally evaluated three times. At the end of year one, teachers will develop job targets for growth and improvement in cooperation with supervisor(s).

Year two: Job targets will be worked on by the teacher and monitored by supervisor(s). the teacher and supervisor(s) will conference at least twice during the year to assess and discuss progress towards achieving job targets.

Year three: Teacher will continue to work towards achieving job targets.

The West Central Education Director may elect to place a teacher or to retain a teacher in the year one phase of the evaluation cycle.

9.3 The WCED Director will seek written evaluations from supervisors, directors, principals, teachers, and/or parents who work directly with the teacher.

9.4 At the end of the three-year cycle the process will repeat.

#### 10.0 TERMINATION OF EMPLOYMENT

10.1 The WCED Director or designee has the right and the responsibility to seek dismissal of any teacher who is not performing his/her duties in a satisfactory manner or who engages in improper, inappropriate or unprofessional behaviors.

#### 11.0 EARLY RETIREMENT

11.1 For the purpose of this subdivision, an academic year shall be deemed to end on August 31, pursuant to Minnesota law. The WCED may employ a retired teacher as a substitute subject to provision of MN Statute.

##### 11.2 Early Retirement Pay Calculation:

11.21 Full-time teachers who have completed at least fifteen (15) years of service with the West Central Education District/Dairyland Special Education Cooperative who are at least 57 years of age shall be eligible for early retirement pay pursuant to the provisions of this article upon acceptance of a written resignation.

11.22 Eligible teachers, upon early retirement, shall receive as early retirement pay an amount representing two (2) days of pay for each year of service, but not to exceed a total of 60 days pay.

- 11.23 In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment or other compensation.
- 11.24 Early retirement pay shall be paid by the WCED in equal annual installments over a time period not to exceed three years from the effective date of the retirement and shall not be granted to any teacher who is discharged by the WCED.
- 11.25 A teacher who has had his/her retirement accepted by the WCED Board may be eligible to remain in the existing group health and hospitalization insurance program, as provided in the current insurance company agreement and statute, at the teacher's expense. Such eligibility shall continue until the teacher is Medicare eligible, or until the retiring teacher accepts employment elsewhere, whichever comes first or as otherwise provided for by law.

12.0 403 MATCHING CONTRIBUTION PLAN:

- 12.1 A full-time teacher shall be eligible to participate in a 403b matching program contribution plan pursuant to M.S. 356.24. A part-time teacher shall be eligible to participate on a pro rata basis. The dollar amounts and provisions of 12.2-12.66 will become effective July 1, 2004.
- 12.2 The WCED shall match eligible annual teacher contributions based on the number of full school years a teacher has been teaching in the WCED.

Experience	WCED Maximum
Years 4 through 9	\$400
Years 10 through 14	\$600
Years 15 and beyond	\$800

- 12.3 The total amount payable under Section 11.2 shall be reduced by any WCED contributions made under this Section.
- 12.4 The maximum career matching contribution by the WCED shall not exceed \$17,000 for teachers otherwise qualifying under this section.
- 12.5 Requirements to Participate: The following subdivisions shall be applicable to this section:

Subd. 1. Prior to September 1 of each year, a teacher shall declare his/her intent to participate in a 403b matching program contribution plan by submitting a signed Intent to Participate form to the payroll department. Responsibility for filing said form is solely the responsibility of the teacher. Failure to file said form shall exclude the teacher from participation during that year. An Intent to Participate form shall be binding only through August 31 of the subsequent year.

In order for the intent to participate form to be valid, it is the teacher's responsibility to have all vendor accounts established and all vendor forms appropriately completed and signed. Failure on the part of the teacher to do so will void any WCED match for said year. Any employee hired by the WCED after August 1, of any given year, will have 30 days from the hire date to complete all vendor and the Intent to Participate form, any match would only become applicable after meeting the years of experience detailed in 12.2.

Subd. 2. A teacher may, through payroll deduction, as indicated on the Intent to Participate form, contribute any dollar amount up to or in excess of the WCED contribution, provided that they are responsible for and comply with all applicable rules and statutes.

Subd. 3. The WCED and the teacher will direct their contributions to the same vendor. The WCED's contribution will match a teacher's contribution dollar-for-dollar, up to the yearly maximum.

Subd. 4. Contributions as defined on the annual Intent to Participate form shall be made monthly, September through June.

Subd. 5. By September 1 of each year the teacher's of this group shall provide, in writing to the Director, a list of a maximum of four vendors/plans that a teacher may choose to participate.

Subd. 6. Management of both the portfolio of individual investments and the WCED contributions shall be solely the responsibility of the teacher in whose name these investments have been made. The WCED assumes no current or future liability for contributions made to these plans or for investment earnings (losses), which may accrue to these portfolios as a result of investment decisions, which are made by the teacher.

Subd. 7. Teachers are not to construe any plan or the district contributions to any plan or the opportunity of the teacher to match such contributions as legal, tax, or investment advice by the WCED.

Subd. 8. The management of both the individual and WCED contributions shall be solely the responsibility of the teacher in whose name the contributions have been made. Each teacher should consult his/her own attorney, accountant, and investment advisor as to legal, tax, and investment issues relating to contributions in any plan.

Subd. 9. The WCED has neither reviewed nor approved any investment programs, which the teacher may obtain by way of contributions under any plan.

Subd. 10. Each teacher agrees to indemnify and hold harmless the WCED from any adverse investment experience arising from or connected with contributions to any plan.

Subd. 11. There shall be no District contribution for any teacher on a leave of absence.

13. SENIORITY

13.1 For Licensed positions, as applicable, seniority shall be governed by MN Statute. Seniority shall be defined as continuous employment from the most recent date of employment. Seniority shall be computed upon services rendered during a fiscal year. In any one year no more than one-year seniority shall be granted. Seniority shall accrue on the pro-rata basis as per the teacher's authorized and contracted FTE (full time equivalent). In the event that more than one teacher, being fully certified for the position, have equal seniority the teacher having the most formal preparation shall be senior. In the event of like preparation the Director will make said determination.

14. OTHER POLICIES

Teachers shall be responsible for ALL provisions of other WCED policies including, but no limited to, the following: Policy Based on Federal and State Law Prohibiting Discrimination, Policy for Grievance of Title IX, Policy on Harassment and Violence, Policy on Teacher Drug and Alcohol Offenses.

15. REVISION

Said policy may be revised at any regularly scheduled meeting of the WCED by a majority vote of said Board. END OF TEXT

