



## **Pine Island Public Schools Non-Licensed Support Staff 2020-2021 & 2021-2022**

This employee document governs the employment relationship between Independent School District No. 255, Pine Island Public Schools (School District) and its non-licensed employees (Support Staff) as indicated.

### **Purpose:**

The purpose of this document is to define the terms and conditions of the School District positions of part-time employees. The terms of this document supplement and do not replace any adopted school policies. The positions outlined in this document are expected to follow all applicable School District's policies. This document does not alter the previously established "at will" employment relationship between the outlined positions and the School District. The terms of this document supersede and replace all preexisting terms, policies, contracts or letters of assignment governing the employment relationship between the Support Staff and the School District.

### **Definitions:**

As used in this document, the following terms have the meanings provided herein:

- A. The "employer" means the School District, Independent School District No. 255, Pine Island Public Schools.
- B. The phrases "non-licensed employees" and "support staff" refer to all employees of the School District other than those whom the Minnesota Department of Education ("MDE"), or the Minnesota Board of Teaching required to be licensed.
- C. Duty Year: July 1- June 30. For support staff not employed on a 12 month basis, the duty year shall be determined by the School District on an annual basis. Duty year may differ for employees in different job classes or job descriptions, based upon the needs of the School District.
  - For purposes of this agreement:
    - 9-month employee: Staff working 185 days or less
    - 10-month employee: Staff working 186-215 days
    - 11-month employee: Staff working 216-240 days
    - 12-month employee: Staff working 241-260 days

- E. Hours Worked Based on Schedule: Wages are paid twice per month and based upon time sheets submitted by hourly (non-exempt) employees. Hours worked by support staff should correspond with the schedule of duty days and work hours established for the employee unless overtime is authorized for the

employee by their supervisor. Exception for Emergency Closing-- This section does not apply to any time not completed due to an emergency closing, as defined in this document.

C. Incidental Meetings: Attendance at incidental meetings requested or required by an employee's supervisor is an expectation of the job. When requested, such meetings will be considered part of the duty day and employees shall include such hours on their timesheets.

D. Unpaid lunch: Support staff working 5 hours or more will be provided a thirty (30) minute duty-free unpaid lunch break. Staff working 5 hours or more are REQUIRED to take the 30 minute duty-free break.

E. Good standing separation: At the time of separation, the employee must not be on a current improvement plan, no pending litigation or district initiated investigation, no initiated termination and must submit appropriate notice.

**At-Will Employment:**

All support staff positions, including the positions outlined in this agreement, are considered "at will." As used herein, the phrase "at will" means that all support staff may resign at any time and the School District may discharge the support staff at any time, with or without cause. This document is not a contract. Neither this document nor any other School District policy, practice, or procedure alters the at-will nature of support staff employment or creates any contractual rights. The terms of this document may be modified, revoked, or rescinded by the School Board at any time.

**Teachers On Call (TOC) Employment:**

In the event that a Teachers on Call (TOC) employee is hired as a Pine Island employee, the employee must first fulfill the 480 hour obligation to TOC in the Pine Island District.

**Leaves:**

As used in this document, the word "day" is equivalent to the number of daily hours of regular service time. A day of PTO for an employee scheduled to work eight (8) hours in a day is equivalent to eight (8) hours of paid leave. A day of PTO for an employee scheduled to work two (2) hours in a day is equivalent to two (2) hours of paid leave. For employees scheduled to work different hours on different calendar days, the word "day" is equivalent to the number of hours the employee was scheduled to work on the calendar day for which PTO is used.

**A. PTO**

1. Banked PTO shall be used only upon the depletion of the annual PTO allocation with superintendent approval. Subsequent days used for illness will be deducted from a support staff's accrued banked PTO balance. A support staff may use banked PTO for FMLA qualifying events..

2. Accumulation of Banked PTO: Banked PTO days may accumulate to the following:

- 9-month employee - maximum of 185 days
- 10-month employee - maximum of 215 days
- 11-month employee - maximum of 240 days
- 12-month employee - maximum of 260 days

3. Earning: All support staff following PTO language shall earn and be credited PTO at the following rates:

<b>9-10 month employees</b>
9-10 month employees earn PTO at a rate of one day per month of service in the employment of the School District. A PTO day is proportional to the extent of the support staff member's employment.

<b>11-month employees (1600 hour minimum)</b>	
Years of Service	Days Granted
1-2	15
3-4	16
5-6	17
7-8	18
9-10	19
11+	20

<b>12-month employees (1820 hour minimum)</b>	
Years of Service	Days Granted
1-2	20
3-4	21
5-6	22
7-8	23
9-10	24
11+	25

4. Accumulation: Unused PTO days at the conclusion of the year (June 30) will be converted to Banked PTO.
5. Approval: PTO may be taken in one hour increments. Requests for PTO must be made at least **three (3)** school days in advance using the district approved request procedure, except in the event of illness or emergency. PTO is limited to a **maximum of 3 consecutive days**. No more than ten percent (10%) of Support Staff may be absent in any one day using PTO with prior approval, except in the event of illness or emergency. PTO cannot be used the last 2 weeks of school or the last 2 weeks of employment. In rare instances, approval may be granted by the supervisor.
6. Leave of Absence: PTO will not be earned or accumulated during a leave of absence.
7. PTO and separation: SEE SEVERANCE

8. Use: Once accumulated, support staff may request to use a PTO day by submitting a time off request using TOC to their supervisor at least three (3) days before the calendar day for which PTO is requested. Determination as to whether PTO shall be granted shall fall within the discretion of their supervisor or his/her designee, based upon the needs of the School District. Time-off without pay will not be granted by the district.

B. Bereavement: Support staff shall be granted up to 5 days of absence due to the death of a member of the support staff's or spouse's immediate family. The immediate family will include parents, siblings, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, and guardian. On rare occasions, additional time may be allowed. Such absences for immediate family shall be deducted from Banked PTO. All other bereavement will be assessed from the support staff's current year PTO.

C. Medical Documentation: The School District may require an employee to furnish a certification from a licensed healthcare professional as evidence that the use of PTO leave was due to the employee's illness or other medical condition, or the medical condition of his or her spouse or child. The School District retains the sole discretion to determine whether the employee is entitled to use PTO with respect to any absence.

D. Notification: Employees have the duty to notify their immediate supervisors in a timely fashion whenever the employee wishes to use PTO for any absence. Unless due to an emergency situation, such notification should be provided no later than the morning of the calendar day for which the employee wishes to use PTO. Failure to provide such notification may result in an unexcused, unpaid absence from work. All absences MUST be submitted through TOC.

E. Misuse of PTO and Absenteeism: The School District does not tolerate excessive absenteeism, tardiness, or misuse of PTO. Excessive absenteeism or tardiness may result in disciplinary action, including termination. Misuse of PTO may result in immediate termination.

F. Donation of PTO: On rare occasions, subject to superintendent approval, a donation pool may be established for support staff employees who have exhausted all of the banked and current year PTO and are required to be absent from work due to their illness or other medical condition or the medical condition of the employee's spouse or child.

G. Medical Leave: The School District is subject to the Family and Medical Leave Act (FMLA). All support staff, including part-time employees, may be entitled to unpaid leave in accordance with the terms of the FMLA. Support staff should review the School District's FMLA policies, publications, and /or notification for additional information about the FMLA. Support staff should see the business office for additional information.

H. Paid Holidays:

**9-10 month employees** receive the following holidays and shall not work: New Year's Day, Memorial Day, Thanksgiving, and Christmas Day. If a holiday falls on a Saturday or Sunday, the following work day shall be considered the holiday. If a holiday falls on an employee's approved vacation or approved leave, the PTO leave will be adjusted to account for the holiday. If school is in session, the employee shall receive another day off in lieu of that holiday.

**11-month employees** receive the following holidays and shall not work: New Year's Day, Memorial Day, Thanksgiving, Christmas Eve Day, and Christmas Day. If a holiday falls on a Saturday or Sunday, the following work day shall be considered the holiday. If a holiday falls on an employee's approved vacation or approved leave, the PTO leave will be adjusted to account for the holiday. If school is in session, the employee shall receive another day off in lieu of that holiday.

**12-month support staff employees** receive the following holidays and shall not work: New Year's Eve Day, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve Day, Christmas Day. If a holiday falls on a Saturday or Sunday, the following work day shall be considered the holiday. If a holiday falls on an

employee's approved vacation or approved leave, the PTO leave will be adjusted to account for the holiday. If school is in session, the employee shall receive another day off in lieu of that holiday.

I. **Time Off Without Pay/Personal Leave:** Support staff are hired to work a schedule of hours designated by the Superintendent and approved by the School Board. Support staff are not entitled to take time off without pay at their discretion as unpaid days will not be granted by the district. In a rare instance, a supervisor may wish to grant an unpaid day to which he or she will forward it to the Superintendent. The Superintendent has the discretion to grant or deny any request for time off without pay.

**Severance Pay:**

Upon separation, all support staff who have completed at least two (2) consecutive years of service with the School District, are in good standing with the district and have submitted a letter of resignation with a minimum of 2 weeks notice, will be eligible for severance pay. This payment will be made on the employees final paycheck. The payment will be calculated as follows:

Consecutive Years of Service	Percent of Remaining banked and current year PTO not to exceed maximum allowable	Total PTO hours (banked + current year)	Hourly wage at time of resignation or retirement	Severance Payment
2 complete years - 5	.20	224 hours	\$13.43 (example only)	\$601.66
6-10 years	.25	224 hours	\$13.43 (example only)	\$752.08
More than 10 + years	.30	224 hours	\$13.43 (example only)	\$902.50

NOTE: Shift differential pay will not be calculated in severance pay.

**Emergency Closing:**

A. **Closing:** The School District may close some or all of its buildings due to weather, power outage or other inclement situation or emergency. In the case of such closings, support staff employees will be compensated for the first emergency closing day on which they were scheduled to work. Due to the various positions, support staff employees must communicate with their supervisor. In the event that the day is worked, employees will be allowed to take another day in lieu of the closure.

For any additional emergency closing days, the employee may:

1. Report to work that day as approved by supervisor
2. Use PTO

B. **Late Starts and Early Dismissals:** Late starts and early dismissals due to an emergency are not considered to be an "emergency closing" day. The School District reserves the right to have all Support Staff employees fulfill their duty hours and days, as defined by the notice described in the overtime

section. If school starts late or is dismissed early, all support staff employees may use PTO to cover the affected hours.

**Pandemic Response:**

In the event of a pandemic outbreak, the district will make every effort to provide employment for all non-licensed staff. Assignments will be at the discretion of the district and may not be in your typical area. Based on superintendent discretion, employees may have the opportunity to take time without pay.

**Cell Phones:**

The School District does not permit the use of cell phones for non-work purposes during active work duty. Phones may be used with professional discretion during duty-free lunch periods and in rare emergency situations.

**Overtime:**

Employees who are non-exempt under the Fair Labor Standards Act (FLSA) are not entitled to work overtime (in excess of forty hours) unless overtime is authorized in advance by their supervisor or the Superintendent. Employees are generally expected to complete their work during their scheduled hours. Employees are required to accurately reflect their work hours on their time sheets.

**Background Checks:**

Employees may be requested to complete a criminal background check as the School District determines appropriate, at its sole discretion.

**Job Descriptions:**

The School District reserves the right to assign support staff employees additional duties not included in his or her job description and to change or modify existing job descriptions at any time. Support staff employees will faithfully perform all services prescribed by the School District or its designated representative, whether or not such duties or services are specifically addressed in an assignment or job description. The School District reserves the right to adjust any assignment or job description to reflect a change in the support staff employee's days or hours worked.

**403B Matching Contribution Plan:**

After completing five (5) years of consecutive service with the School District, support staff employees will be eligible to receive matching contributions to the employee's 403(B) plan, at the following rates:

- Completed service years 5-10 \$444
- Completed service years 11-20 \$780
- Completed service years 21-27 \$900
- Completed service years 28+ \$1080

**Uniforms/Physicals:**

The School District will provide uniforms for those Support Staff working in its Transportation Department and Custodial Department with the exception of bus drivers. Support staff working in these departments

will receive an annual uniform allowance of \$250. Reimbursement for eligible receipts/expenses may be turned in after 90 days of employment.

The School District will provide reimbursement for bus-driver physicals as required at a maximum rate of \$115/year.

**Insurance:**

A. All support staff employees are eligible to participate in the School District's group health and hospitalization insurance. The school district shall contribute at the following rates based on a schedule of a minimum of 1600 hours per school year:

- Single: \$625/month
- Single plus One: \$755/month
- Family: \$880/month

B. Qualifying support staff (1600 scheduled hours) not electing district insurance, will be eligible to participate in a VEBA Plan. Upon doing so, they will annually have \$1500 deposited in nine (9) equal installments into the designated account with the School District's VEBA Health Plan (Vision/Dental only) established in September 2013. Eligible support staff can opt back in the School District's health and hospitalization plan when necessary subject to insurance carrier's provisions (life event).

C. Group Term Life: The School District will pay all premiums towards a \$75,000 term life insurance plan for 11 and 12-month employees (minimum of 1600 hours).

D. Long Term Disability: The School District will pay all premiums towards a long term disability insurance plan for 11 and 12-month employees (minimum of 1600 hours).

**Job classifications and wage schedules are evaluated and adjusted on a bi-annual basis.**

**Appendix A includes job classification categories and hourly pay ranges for 2020-2022.**



**APPENDIX A**

**For School Years 2020-2021 and 2021-2022**

	<b><u>Class 8</u></b> <b><u>Highly Qualified</u></b> <b><u>Paraprofessional,</u></b> <b><u>Panther Pal</u></b> <b><u>Program/CE/SEC/</u></b> <b><u>Custodian</u></b>	<b><u>Class 9</u></b> <b><u>Custodian (Basic</u></b> <b><u>Boiler</u></b> <b><u>License)/Full-time</u></b> <b><u>Transportation/</u></b> <b><u>Grounds</u></b>	<b><u>Class 11</u></b> <b><u>Custodial Engineer</u></b> <b><u>(First/Second Class</u></b> <b><u>Boiler</u></b> <b><u>License),Mechanic,</u></b> <b><u>Cool School/</u></b> <b><u>Panther Pal</u></b> <b><u>Director,</u></b> <b><u>Youth Development</u></b> <b><u>Director,</u></b> <b><u>Administrative</u></b> <b><u>Assistant (CE)</u></b>	<b><u>Class 12</u></b> <b><u>Administrative</u></b> <b><u>Assistant</u></b> <b><u>(Principal),Computer</u></b> <b><u>Technician,Custodial</u></b> <b><u>Engineer (Chief</u></b> <b><u>Boiler License)</u></b>	<b><u>Bus Drivers</u></b>
					20-21 21-22
Range	13.04-20.34	14.10-21.31	15.20-22.99	16.10-24.34	Regular Daily Full Route 95.00 97.00
					SPED Driving/HR 16.66 17.15
					Activities/Shuttle/Misc Grounds 16.18 16.67
					<b>Bus Driver Physical Exam:The School District will provide reimbursement for bus-driver physicals as required at a maximum rate of \$115/year.</b>
Clothing Allowance	Custodians \$250 per year	Custodians/ FT Transportation/Gr ounds \$250 per year	Custodians/Mecha nic \$250 per year	Custodians \$250 per year	Transportation Dept. \$250 per year
Weekend Pay	Custodians 1.5 times normal salary	Custodians 1.5 times normal salary	Custodians 1.5 times normal salary	Custodians 1.5 times normal salary	
Shift Differential beginning at noon	Custodians .70 Differential is ONLY paid for actual shift hours beginning at noon or later.	Custodians .70 Differential is ONLY paid for actual shift hours beginning at noon or later.	Custodians .70 Differential is ONLY paid for actual shift hours beginning at noon or later.	Custodians .70 Differential is ONLY paid for actual shift hours beginning at noon or later.	

**Note: Students will be hired following minimum wage guidelines.**