

# MINNETONKA PUBLIC SCHOOLS

---

## **Policy #440: HANDBOOK FOR MINNETONKA COMMUNITY EDUCATION AND/OR AQUATICS PERSONNEL TERMS OF EMPLOYMENT AND WAGES**

---

### **1.0 PURPOSE**

The purpose of this policy is to provide the terms and conditions of employment for Minnetonka Community Education and/or Aquatics employees who are not covered by a Master Agreement effective from July 1, 2019, until June 30, 2021.

This policy is not an employment contract, express or implied, nor does it guarantee employment for any specific length of time. The Minnetonka Public Schools may modify, amend, or rescind this policy without notice. The Minnetonka Public Schools has sole responsibility for interpretation of any issues as they relate to this policy.

### **2.0 EMPLOYMENT**

**2.1** Formal guidelines are necessary to set salaries/wages, establish benefits and determine working conditions for employees of Minnetonka Community Education and/or Aquatics.

**2.1.1** Exceptions are employees who are covered by a Master Agreement between the School Board and respective employee groups of the Minnetonka Public Schools.

**2.1.2** The Executive Director of Minnetonka Community Education and Aquatics Director have individual contracts with the School Board and are therefore exceptions to this policy.

**2.2** Wages paid should reflect market place availability of personnel as well as the following two conditions:

**2.2.1** All wages will be paid at or above the minimum wage rate as prescribed by law.

**2.2.2** No wages will exceed the parameters established per position.

### **2.3 Definitions**

**Full-time, Full Year:** shall mean any Minnetonka Community Education and/or Aquatics employee whose normal work week is 30 hours or more and works 12 months per year.

**Full-time, Partial Year:** shall mean any Minnetonka Community Education and/or Aquatics employee whose normal work week is 30 hours or more and works fewer than 12 months per year but more than 67 continuous work days per year.

**Part-Time/Seasonal:** shall mean any Minnetonka Community Education and/or Aquatics employee whose normal work week is regularly scheduled for fewer than 30 hours per

week. This also includes employees who work more than 30 hours per week but fewer than 67 continuous work days per year.

**Exempt vs. Non-Exempt:** Determination of exempt vs. non-exempt status will follow the requirements that are outlined in the FLSA regulations.

#### **2.4 Confirmation of Employment**

Each employee will receive written notification stating the position title, employment classification, normal workweek, eligible benefits and rate of pay. The District will on an annual basis provide updated individual assignment information online via Skyward Employee Access.

#### **2.5 Time Records.**

To ensure that accurate records are kept and that employees are paid in a timely manner, hourly employees will submit an employee time sheet for all hours worked in each two-week pay period. All employees are responsible for reporting time off -- including any vacation, holidays or any other leave.

#### **2.6 Length of Work Week and Hours**

Recognizing the nature of Minnetonka Community Education and/or Aquatics whereby employment takes place before and after the school day, many employees work a nontraditional work day and/or nontraditional work week. Each employee is entitled to one (1) 15-minute break for every 4 hours of employment. If an employee works eight (8) consecutive hours per day the employee shall have an unpaid duty free lunch (dinner) period that shall be at least one-half hour but not to exceed one hour.

#### **2.7 Probationary Period**

**2.7.1** An employee is a probationary employee during the first twelve calendar months of employment. Months not worked shall not be counted towards completion of the probationary period (i.e., summer months).

**2.7.2** The Employer reserves the right to discipline, lay off, and/or discharge with respect to probationary employees. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance procedure. However, a probationary employee shall have the right to bring a grievance on any other provisions of the policy alleged to have been violated.

**2.7.3** During the probationary period, the district shall provide a written performance appraisal prior to the completion of the twelve-month probationary period.

#### **2.8 Performance Evaluations**

The District shall provide performance evaluations to each employee with a written performance appraisal at least annually. The performance evaluation shall be reviewed with the employee and a copy placed in the employee's personnel file.

#### **2.9 Professional Development**

The District supervisors shall provide support for employee professional development in accord with the District staff development plan.

## **2.10 Employee Conduct and Disciplinary Action**

### **2.10.1 Employee Conduct and Performance**

Employees are expected to comply with all state and federal laws and all School District policies, and to meet performance expectations.

### **2.10.2 Disciplinary Action**

If employee conduct violates state or federal laws, District policy, or performance does not meet acceptable standards, the District may take appropriate corrections or disciplinary actions, including oral warning, written warning, suspension with or without pay, or termination. The employee shall be afforded due process in accord with law.

## **2.11 Reduction in Hours**

Recognizing the nature of Minnetonka Community Education and/or Aquatics, where employment is based on enrollment or funding, it may be necessary to change the employment status of employees. The employer shall normally give the employee two (2) weeks advance notice.

## **2.12 Layoff**

For the purpose of this section, layoff is defined as the elimination of a position. The employer may give the employee two (2) weeks advance notice. An employee on layoff will be placed on a recall list for up to two years.

## **2.13 Emergency Closings**

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to an emergency, the following shall cover all non-exempt (hourly) employees:

### **2.13.1 School Start Time is Delayed:**

All Employees Except Explorers Club:

Delayed openings will be communicated via the official radio station or directly to the employee by phone. Upon notification the employee may delay reporting to work for the same period as the school opening is delayed. If rescheduling on that day is possible, the employee will work the normal daily hours once the employee reports to work. If rescheduling on that day is not possible, the employee shall receive pay for the time that the employee was scheduled to work. An employee whose work schedule is not affected by the delay will report to work at the normal scheduled time.

Explorers Club:

When the opening of school is delayed, Explorers Club employees are expected to be at work to receive students beginning at the normal time. Explorers Club employees shall be entitled to 1-1/2 times their regular rate of pay for time worked as follows:

Elementary: Staff will be paid 1-1/2 times their regular rate of pay up until the delayed school start time on that day.

Example: There is a two hour delayed school start time, so school will start at 10:00 a.m. instead of 8:00 a.m. The employee will be paid 1-1/2 times their regular rate from the time they started that morning up until 10:00 a.m.

MCEC: Staff will be paid 1-1/2 times their regular rate of pay up until 10:30 a.m.

Example: Minnetonka Preschool will not have morning classes because the start of the school day is delayed across the District. The employee will be paid 1-1/2 times their regular rate from the time they started that morning up until 10:30 a.m.

### **2.13.2 School is Closed:**

All Employees Except Explorers Club:

School closing will be communicated via the official radio station or in some cases directly to the employee by phone. Upon notification the employee will not be required to report to work that day. At the employer's discretion full-time employees will be paid for the day at their regular rate of pay. Part-time employees will have the first opportunity to be scheduled for a make-up day.

Explorers Club:

On days when school is cancelled due to snow or cold weather, Explorers Club will be open and staff are expected to report to work.

A limited number of sites will be open on these days and staff will receive a chart detailing their reporting responsibilities in the fall of each school year.

Staff will be paid time and a half for the hours they work on these days.

- a. Staff scheduled to work in the morning may be released earlier than scheduled based on discretion of the Program Manager. Any staff released earlier than scheduled will be paid for a minimum of two hours at time and a half.
- b. An employee may request to leave their shift early on these days. If the Program Manager approves this request, the employee will only be paid for the time that they work.
- c. Staff scheduled to work afternoon shifts may be contacted and told they don't need to report, these employees will receive no compensation. This notice will be given with at least one-hour advance notice before their start time.

### **2.13.3 School is Dismissed Early:**

All Employees Except Explorers Club:

Supervisors may dismiss the employee after all students have safely departed. If less than one-hour advanced notice is given, employees shall be paid for a maximum of two hours after early dismissal but not more than their normal shift for that day. If one-hour or more advanced notice is given, the employee will not

be paid for any hours after early dismissal and supervisors will notify the employees of potential make-up day opportunities.

**Explorers Club:**

Explorers Club will be open until all children have been picked up by parents or guardians. Explorers Club staff must make arrangements to assure supervision of remaining students. Explorers Club employees shall be entitled to 1-1/2 times their regular rate of pay for time worked after school is dismissed until the employee is released for the day by a supervisor.

Example: School is dismissed early at 1:30 p.m. The employee will be paid 1-1/2 times their regular rate from the time they started at 1:30 p.m. or later until they are notified by a supervisor that their shift is complete.

**2.13.4 Summer Aquatics**

Aquatics Facility or Beach is closed due to weather or emergencies:

The employee has arrived at work and has already worked for more than 2 hours, the employee will be paid for hours worked.

The employee scheduled to work less than 2 hours arrives at work and the facility/beach is closed, then the employee will be paid for normal scheduled hours.

The employee scheduled to work more than 2 hours arrives at work and the facility/beach is closed, then the employee will be paid for 2 hours.

**3.0 SALARY STRUCTURE**

**3.1** Employees will be compensated according to the following ranges and schedules:

- Program Managers (Appendix A)
- Explorers Club (Appendix B)
- All other MCE employees (Appendix C)
- Aquatics Employees (Appendix D)

Any position that does not clearly fall under Appendix A, B, C or D may be paid based on a percentage of the net proceeds. Programs with structured competitive seasons may be paid based on a seasonal stipend.

The determination of job classification placement shall be at the discretion of the Minnetonka Public Schools.

**3.2** Eligibility for salary increases for MCE employees will be granted on the following basis:

Approved salary increases will only be provided for staff with satisfactory job performance and continually improved performance. Failure to fulfill expectations shall result in possible withholding of the salary increases in addition to the corrective and disciplinary actions outlined in section 2.10.

Program Managers on Appendix A shall receive a market adjustment increase on July 1, 2019 and a 2.25% increase on July 1, 2020.

Explorers Club Staff on Appendix B shall receive a market adjustment increase on July 1, 2019 and a 2.25% increase on July 1, 2020.

All other MCE employees covered by Appendix C will receive a 2.5% increase on July 1, 2019 and a 2.25% increase on July 1, 2020.

No MCE employees covered by Appendices A-D will be eligible for an increase on July 1, 2020 if they have not been employed for at least 4 months.

**3.3** Eligibility for step salary increases for Aquatics employees will be granted on the following basis:

Employees who have worked for Aquatics for a minimum of six months will be eligible for a step increase on July 1 in a year in which a new agreement has been approved through School Board action that provides for step advancement. In a year when a new agreement has not been approved by the School Board, employees will remain at their current step until a new agreement is approved that provides for step advancement.

Substitute employees are not eligible for step advancement. Rates for substitutes will be determined on an individual basis by the Aquatics Director.

Approved step advancements will only be provided for staff with satisfactory job performance and continually improved performance. Failure to fulfill expectations shall result in possible withholding of the step increment.

Lifeguard Services rates will increase for eligible employees on July 1, 2019, May 1, 2020 and May 1, 2021.

Step increases shall be given to all other eligible Aquatics employees on Appendix D on July 1, 2019 and July 1, 2020. Employees above the schedule will receive a 2% increase on July 1, 2019 and July 1, 2020.

**4.0 RETIREMENT or VOLUNTARY SEVERANCE PLAN**

**4.1** This plan is available to all full time employees. The employee must be at least 55 years of age and have completed a minimum of 20 years of service with the Minnetonka Public Schools.

Voluntary Severance Plan benefits will be credited to eligible employees from two sources: credit for years of service and credit for unused basic leave. For the purpose of this section, "day's salary" is defined as the highest daily salary received.

**4.2** Total credits shall be calculated as follows:

**4.2.1** Credit for two (2) days salary for each year of service completed up to a maximum of 20 days.

- 4.2.2 Unused basic leave credit: Based on the district records of unused basic leave at the time of retirement up to 30 days salary will be awarded.
- 4.2.3 The dollar amount shall be paid in a lump sum or equal (non-interest accruing) installment payments not to exceed a twenty-four (24) month period from the effective date of resignation as determined in the discretion of the school district, or to the employee's beneficiary.
- 4.2.4 In the event of the employee's death prior to the final payment the balance of such payments shall be paid to the employee's beneficiary or the employee's estate.

## **5.0 APPROVED TIME OFF**

### **5.1 Vacations**

- 5.1.1 Vacations shall apply only to employees who are employed full-time, full-year as defined in Section 2.3 of this Handbook. They shall be granted a paid vacation which the employee shall earn from July 1 to June 30. Vacation shall be credited monthly. Such employees will be permitted to utilize their vacation period at a time, or times, mutually agreeable to the employee and the employee's supervisor.
  - 5.1.1.1 If employment is terminated because of a layoff, discontinuance of position, retirement, or resignation following a minimum of thirty (30) calendar days' prior notice to the Employer, the employee is entitled to a prorated share of vacation earned and credited, which may be taken as time off or as direct compensation, at the discretion of the Employer.
- 5.1.2 Vacations are to be provided as follows. All employee vacation schedules are to be authorized by the employee's supervisor.
  - 5.1.2.1 Twelve (12) working days per year for the first five years of employment, credited at the rate of 1 day per month.
  - 5.1.2.2 Fifteen (15) working days beginning with the sixth (6th) year of employment, credited at the rate of 1.25 days per month.
  - 5.1.2.3 Twenty (20) working days beginning with the eleventh (11<sup>th</sup>) year of employment credited at the rate of 1.66 days per month.
  - 5.1.2.4 Twenty-two (22) working days beginning with the sixteenth (16<sup>th</sup>) year of employment credited at the rate of 1.83 days per month.
- 5.1.3 For the purpose of computing vacation accrual for years of employment subsequent to the initial year of employment, the Employer will give a full year's credit if an employee is hired on a full-time basis prior to January 1. If initial employment occurs after January 1, no credit will be given for the first year of employment.
  - 5.1.3.1 As of July 1, the employee may carryover vacation up to a maximum of 25 days.

### **5.2 Holidays**

The following holidays are observed:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. The day following Thanksgiving
5. Christmas Eve

6. Christmas Day
7. New Year's Day
8. President's Day
9. Martin Luther King Day
10. Good Friday (If Good Friday is not recognized as a district holiday the employee shall have New Year's Eve day as a holiday.)
11. Memorial Day

Note: The following holiday language does not apply to Aquatics part-time or Aquatics seasonal employees.

All employees who work a minimum of 15 hours per week or who are regularly scheduled to work five days per week for a minimum of 67 work days per year are eligible for holiday pay. The employee must have worked the day preceding and following the holiday unless absent from work because of vacation, or authorized paid leave, or authorized non-duty day.

Employees shall be eligible for holiday pay only for those holidays falling within their annual assignment period. (Example: Employees who do not work summer and are not required to report to work until the first day of school will not be paid for Labor Day if Labor Day falls prior to the first day of school.)

Employees who do not work during the winter break or spring break are not eligible to receive holiday pay for any holiday that falls within that period of time.

If school is in session on any of these days or if any of these days falls on a weekend the holiday shall be taken on a day specified by the employer.

If Explorers Club is operating on a scheduled holiday, non-exempt employees working on the holiday will be paid for the hours worked on that day at their regular rate of pay and will also receive a pro-rated floating holiday. The floating holiday will be tracked in Skyward Employee Access and the date of the floating holiday must be approved by the employee's supervisor. If the floating holiday is not used by May 31 of the same school year, the hours will be paid out at 1 ½ times the regular rate on the first available payroll in June.

Employees are reimbursed for the number of hours that they are normally scheduled for the day that a holiday occurs. Employees are paid at their regular hourly rate.

### **5.3 Basic Leave**

Basic leave is granted to all employees who work a minimum of 15 hours per week for a minimum of 67 work days per year. The earned rate shall be one (1) day per each full month of employment. The rate is prorated for part-time employees. This leave shall be accrued throughout the length of the employee's employment. As a supplement to the monthly allocation, employees shall accrue one (1) additional basic leave day per year.

### **5.3.1 Personal Medical Leave and Sick Leave**

Basic leave may be used when an employee is absent due to an illness or physical disability of the employee which prevented the employee's attendance at the employee's place of work and the performance of duties on that day or days.

The Employer may require an employee to furnish evidence of illness during an absence. In such event, the employee will be notified by Human Resources or his/her supervisor and instructed what medical documentation is required before the employee may return to work.

Employees whose absence, due to illness or injury, exceeds their accrued basic leave may request a leave without pay or the use of accrued vacation days if eligible.

In the event the illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limited to, elective surgery or pregnancy, the employee shall inform the employer in writing no later than three (3) months prior to the contemplated start date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

In the event an employee fails to adhere to the requirements above, the District may at its option deny the use of basic leave to such employee during any absence for which the District did not receive proper notice from the employee.

No employee shall be permitted to use more than sixty-five (65) days of the employee's total accrued basic leave during any one period of absence.

An employee who returns to the District from an absence due to illness or physical disability for which the employee did not receive pay directly from the District shall retain all previous experience credit and any unused leave time accumulated under the provisions of this document at the beginning of the period of disability. The employee shall not accrue additional experience credit or leave time during the period of absence due to illness or physical disability for which the employee did not receive pay directly from the District.

### **5.3.2 Sick Child Care Leave**

An employee who qualifies for basic leave may use time accrued for absences due to an illness of the employee's child (under the age of 18) for such reasonable periods as the employee's attendance with the child may be necessary.

The employer may require an employee to furnish a medical certificate from a qualified physician as evidence of the child's illness during an extended absence of the employee or as the result of an unusual or abnormal pattern of absences in order to qualify for basic leave pay. In the event a medical certificate is required, the employee will be so advised.

### **5.3.3 Serious Illness Leave**

Basic leave may be used by employees for life-threatening surgery or serious illness where life is in peril in the employee's family.

Up to five (5) days if the illness involves the employee's parents, sister, brother, spouse, grandparents, children, grandchildren or a blood relative who resides in the same household.

Three (3) days for the employee's spouse's father, mother, sister or brother or grandparents.

One (1) day per occurrence may be allowed for other relative or close friend.

Additional leave may be allowed under this Section at the discretion of the Employer, and if so authorized in writing.

### **5.3.4 Bereavement Leave**

Employees may use basic leave for death or funeral according to the guidelines stated below:

Up to five (5) days if the death involves the employee's parents, sister, brother, spouse, grandparents, children, grandchildren or a blood relative who resides in the same household.

Three (3) days for the employee's spouse's father, mother, sister or brother or grandparents.

One (1) day per occurrence may be allowed for other relative or close friend.

Additional leave may be allowed under this Section at the discretion of the Employer, and if so authorized in writing.

### **5.3.5 Personal Leave**

Upon request one (1) day of personal leave will be granted without salary deduction following one year of employment to all personnel. This day of leave will be deducted from accrued basic leave.

Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the immediate supervisor.

### **5.3.6 Child Care Leave**

Child rearing leave of absences shall be available to employees for a period of time, not to exceed 12 weeks, for the purpose of caring for a newborn infant for whom the applicant has the legal responsibility for the care and/or support. Such leave is to be subsequent to the birth of the child or in the case of adoption, when the child is physically released to employee-parent.

At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child-rearing leave. This election may be changed at any time before the employee is no longer disabled from working due to childbirth or pregnancy related disability or before the fifteenth (15th) day after the birth of the child, whichever is sooner. The estimated commencement date shall be the physician's projected date the employee will no longer be disabled from working due to childbirth or pregnancy related disability.

Upon filing an application for adoption of a child, the employee shall be required to notify the Employer in writing of the intention to take a child-rearing leave. Such notice is to include the estimated date when such leave shall become effective.

The actual commencement date of child-rearing leave shall be the date following the birth of the child on which the employee is no longer disabled due to childbirth and pregnancy related disability; or, in the case of adoption, the date when the child is physically released to the employee-parent. The return date shall be 12 weeks following the actual commencement of the leave.

If an employee complies with all the provisions of this section a child-rearing leave will be granted by the Employer. The Employer will notify the employee in writing of its action.

By mutual agreement, the length of a child-rearing leave may be altered.

An employee returning from child-rearing leave will be reinstated in the employee's former position or in a position of comparable level and hours, at the employer's discretion.

Employees on child-rearing leave shall notify the Employer in writing at least thirty (30) calendar days prior to the specified return date of said leave of their intention to either: (1) return to employment as scheduled in accordance with the return date of the leave or, (2) resign.

An employee who returns from child-rearing leave within the provisions of this Article, shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the beginning of the leave. The employee shall not accrue additional experience credit for leave time during the period of absence for child-rearing leave.

A child-rearing leave of absence granted under this article shall be a leave without pay or benefits, except if required by the Family Medical Leave Act.

### **5.3.7 Extended Illness Leave**

Employees who are employed on a full-time, twelve-month basis and have been working for Minnetonka Community Education for at least one calendar year shall be granted forty-five (45) days of leave which shall be reserved for use only when accrued sick leave has been exhausted and in case of extended illness only, and

which shall remain as “reserved leave” during employment. “Extended illness” shall be defined as an illness or disability extending more than fifteen (15) consecutive working days. This benefit can only be used one time during the employee’s work history with Minnetonka Schools.

**5.3.8 Adoption Leave**

Upon request to the Employer and approval from the supervisor, an employee who adopts a dependent child may use up to 10 days of basic leave for responsibilities associated with the adoption. To qualify for this leave, the employee shall provide the School District with documentation of the adoption. The number of approved days will be determined by the supervisor.

**5.4 JURY DUTY LEAVE**

When an employee serves on jury duty, the employee will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility. The employee shall immediately notify the employer upon receipt of jury service notice. When the employee is released for a day or part of a day during any period of jury service, the employee shall report for work. The employee will receive pay for the hours the employee would have been regularly scheduled to work.

Compensation for jury duty service received by the employee shall be remitted in full to the employer. Compensation does not include expenses reimbursed to the employee by the Court. The employee may be required to submit proof of jury duty service.

**5.5 OTHER LONG and SHORT TERM LEAVES**

An employee may apply for a leave of absence for any reason not covered under previous sections of this document.

Applications must be made in writing to the employer, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the employer in writing.

In considering such leave requests, the employer will give consideration to the reason for the request, the effect on the organization, the availability of a substitute and other factors as may be deemed relevant by the employer. The granting or denying of such leave requests rests in the discretion of the employer. All leaves will be limited to two years.

Leaves of absence required by law will be granted according to the provisions of the law.

The employee shall not be eligible for wages or the fringe benefits provided for in this document. Employees granted leaves under this section shall be permitted to purchase at their own expense hospital/medical insurance fringe benefits to the extent permitted by the insurance carriers involved.

The employee will retain earned basic leave and vacation leave that was accrued up to the time of the leave for use upon the employees return. No accrual for any purpose shall take place during the time that the employee is on such leave, unless the employer has expressly provided for such in writing at the time of granting the leave.

Employees on leave shall notify the employer of their intention to return at least thirty (30) days in advance. Failure to return will result in termination of employment.

## **6.0 INSURANCE BENEFITS**

### **6.1 Medical/Hospital Insurance**

An employee shall be eligible for hospital/medical and major medical insurance benefits if the employee:

- is regularly employed for a minimum of thirty (30) hours per week for a minimum of 36 weeks;
- is qualified under the terms of the insurance policy;
- has not terminated employment with the district.

Each eligible employee is offered the option of purchasing individual or family health insurance.

**6.1.1** Health Insurance for Full-time employees: The employer will contribute up to \$640 per month toward the purchase of single, employee plus one, or family health insurance coverage.

**6.1.2** Program Managers and Salaried Aquatics Employees: The employer will contribute up to \$658 per month for single coverage, up to \$738 per month for employee plus one coverage, or up to \$835 per month for family coverage.

**6.1.3** The district's contribution may be applied to any plan offered by the district.

**6.1.4** The additional cost of any premium shall be covered by the employee and paid through payroll deduction.

**6.1.5** Coverage begins on the date of hire, or as provided by the carrier.

**6.1.6** An employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits if the employee is on a medical leave of absence, approved in writing, for a period not to exceed two (2) years. The district shall pay \$100 toward the cost of health insurance for the employee; the period shall not exceed two (2) years.

### **6.2 Income Protection Insurance**

This insurance shall be available for full time employees and equivalent to their annual salary. This insurance will be paid for by each eligible employee on an after tax basis. The employer will select the insurance carrier.

### **6.3 Dental Insurance**

Single coverage is provided for all full time employees. Family coverage is available and if selected by the employee, the employee must cover the additional cost through payroll deduction.

### **6.4 Term Life Insurance**

The Employer shall pay for a \$25,000 term life insurance policy, each with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees only based on the provisions and coverage the carrier is willing to provide. Life insurance provisions shall be available for employees over the age of sixty-

five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

## **6.5 Tax Sheltered Annuity**

**6.5.1** This program is available through the school district for all full time, full-year and full-time, partial year employees as defined in Section 2.3 of this Handbook. In order to qualify employees must enter into a contract modification on a form provided by the school district payroll department.

**6.5.2** No contract modifications for the purchase of a tax-sheltered annuity will be accepted for less than \$10.00 per pay period.

**6.5.3** All full time employees who enter into a contract modification for this program are eligible to receive a district matching annuity of up to one (1) percent of salary if they meet the following eligibility requirements:

**6.5.3.1** Five (5) continuous years of service as a full time, full-year or full-time, partial year employee as of July 1 of each year.

## **6.6 Flex-Choice Plan**

**6.6.1** All regularly paid employees are eligible to participate in this plan. Employees may elect to allocate moneys from their salary to be used for the purchase of medical, vision, dental, and dependent care expenses on a pre-tax basis.

## **7.0 GRIEVANCE PROCEDURE**

**7.1** A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and employer as to the interpretation or application of terms and conditions of employment as outlined in this document.

**7.2** If a situation should ever develop where an employee wants to bring a grievance to the attention of management, the following procedure will be used;

**7.2.1** Level I Informal Discussion: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party and the supervisor. Through these discussions the parties shall attempt to resolve the problem. If the grievance is not resolved, the employee may request in writing a Level II grievance hearing with the Executive Director.

**7.2.2** Level II Executive Director. If the grievance is not resolved through informal discussions between the employee and the Executive Director, the employee may request in writing a Level III grievance hearing with the Superintendent or the Superintendent's designee.

**7.2.3** Level III Superintendent or Designee: If the grievance is not resolved through informal discussions between the employee and the Superintendent of School or the Superintendent's designee, the Superintendent or the Designee shall issue a written decision on the grievance. Said written decision shall be issue within ten (10) days after the informal discussions have terminated.

**7.2.4** Level IV School Board. In the event the grievance is not resolved at level III, the decision rendered by the Superintendent may be appealed to the School Board provided such appeal is made in writing within five (5) days after receipt of the decision in level III. If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said hearing shall be scheduled within thirty (30) days of receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involve.

## **8.0 EVENTS FOR PROGRAM MANAGERS**

**8.1** Program Managers are exempt from receiving overtime pay. The District will continue to work with Program Managers fairly in regards to working important weekend events for Minnetonka Community Education. Therefore, the following procedure is put in to place.

**8.2** MCE will assign a Saturday or Sunday as part of the normal work week for Program Managers based on seasonal needs for specific programs. When assigning a Saturday or a Sunday, a week-day (Monday through Friday) will be exchanged for the Saturday or Sunday work day within the same week. This schedule will be assigned by the Youth Programs Coordinator.

**8.3** Program Managers assigned to work on a Saturday or Sunday that is not part of their regular seasonal assignment, or for staff that are assigned a Saturday or Sunday on top of the same weekend when they were already working an assigned Saturday or Sunday, or for staff that may be assigned to work on a Holiday that does not fall on a Saturday or a Sunday, may receive a floating holiday per the following conditions:

If the assignment involves five or more hours, the Program Manager will be allowed to take one day off (two non-consecutive days if the Program Manager worked ten or more hours for Tour de Tonka on the first Saturday in August) per the following criteria:

- a. Program Managers must use the day within 90 days of accumulating the day or before May 31, whichever is a shorter timeframe.
- b. No more than two of these days can be combined together to create multiple paid days off.
- c. This is in regards to a floating holiday earned from the following work assignments:
  - i. Home Remodeling Expo
  - ii. Youth Triathlon
  - iii. Firecracker
  - iv. Tour de Tonka
  - v. Tonka Trot
  - vi. Recitals
  - vii. Other MCE and School Events (not including those listed above)
  - viii. Tournaments
  - ix. Finale or East meets West event
  - x. Weekend Basketball
- d. The floating holiday(s) must be used in the fiscal year they were earned.
- e. Day or days not taken off before May 31 are lost.

- f. The date selected to take off by the Program Manager must receive prior approval by the Program Manager's supervisor.
- g. If the work performed falls within their personal last pay-period there will be no compensation for a floating holiday that may have been lost.
- h. If the weekend or event assignment involves less than five hours work, there will be no floating holiday earned.
- i. This benefit is pro-rated for part-time staff.
- j. If the work falls immediately within the first ten work days of the Program Manager beginning their work in Minnetonka, there will be no floating holiday benefit.

***Cross References:***

401	Equal Employment Opportunities
404	Employment Background Checks
406	Records of Employees/Policies Regarding Collection, Maintenance and Release Thereof
410	Family and Medical Leave Act
412	Employee Reimbursement Policy
417	Chemical Use Policy
418	Tobacco-free Environment
424	License Status
425	Leave of Absence Without Pay
427	Harassment and Violence
428	Respectful Workplace
431	Wage Rates–Part Time and/or Substitute
433	Nepotism

Approved on May 30, 2019

## APPENDIX A: MINIMUM SALARIES FOR MCE PROGRAM MANAGERS

Position	FTE	2019-2021 New Hire Minimum
Adult Program Manager	1	\$48,000
Explorers Club Manager	1	\$62,000
Music Academy Manager	0.75	\$35,000
Project SOAR Manager (42 weeks)	0.635	\$28,000
Youth and Adult Program Manager	1	\$48,000
Youth Enrichment Manager	1	\$48,000
Youth Recreation Manager	1	\$48,000

## APPENDIX B: EXPLORERS CLUB EMPLOYEES MINIMUM HOURLY RATES

Position	2019-2021 Minimum Rate
Student Assistants 15 yrs old	\$9.24
High School Assistants 16+ yrs old	\$10.08
Program Assistants	\$14.65
Program Leaders	\$16.78
Behavior Assistant	\$17.45
Assistant Site Supervisor	\$18.12
Program Specialist	\$19.00
Lead Juniors Teacher	\$20.37
Site Supervisor	\$21.60

Explorers Club staff working a split shift are paid an additional 55 cents per hour.

Individuals required to complete training hours must have these hours approved by the program manager and will be paid \$10.00 per hour for training hours that occur outside their normal work schedule.

## APPENDIX C: MINNETONKA COMMUNITY EDUCATION MINIMUM WAGE RATES FOR 2019-21

<u>Positions</u>	<u>Class</u>	<u>Minimum Rate</u>
Student Program Assistants	A	\$9.37
Student Coaching Assistants and Gymnastics Student Coaching Assistants I	B	\$9.94
<i>No positions currently assigned to this class</i>	C	\$10.53
<i>No positions currently assigned to this class</i>	D	\$11.16
Gymnastics Student Coaching Assistants II	E	\$11.83
<i>No positions currently assigned to this class</i>	F	\$12.54
Field/Gym Supervisors I, Summer Rec Instructors, Referee 1 (per game), Adult and Youth Program Assistants, Coaching Assistants	G	\$13.30
Referee 2 (per game)	H	\$14.09
<i>No positions currently assigned to this class</i>	I	\$14.94
Program Supervisors, Field/Gym Supervisors II, Building Supervisors	J	\$15.84
T-Ball & Tennis Instructors, Adult & Youth Program Instructors I, Behavior Assistant, Gymnastics Coaches I	K	\$16.79
Destination Imagination, First Aid Instructors, Aquatics CPR Instructors, and Quest Instructors, Tennis Instructors II	L	\$17.79
Program Supervisors, Summer Rec Supervisor	M	\$18.86
Adult & Youth Instructors II, Gymnastics Coaches II, Referee III	N	\$19.99
Tutors, Screening Instructors	O	\$21.19
Adult & Youth Instructors III	P	\$22.46
Gymnastics Coaches III	Q	\$23.81
Behavior Specialist	R	\$25.24
<i>No positions currently assigned to this class</i>	S	\$26.75
ABE Instructors, Music Instructors I, and Tutors (teacher license), MCE CPR Instructors	T	\$28.36
Youth Instructor IV	U	\$30.06
Gymnastics Manager, Music Instructors II, Tutor III	V	\$31.86
Computer Instructors	W	\$33.78
<i>No positions currently assigned to this class</i>	X	\$35.80

## APPENDIX D: 2019-2021 MINNETONKA AQUATICS PAY SCHEDULE

Hourly Positions	Step 1	Step 2	Step 3	Step 4
Aquatics Building Supervisor	\$ 16.68	\$ 16.90	\$ 17.12	\$ 17.34
<b>LIFEGUARD SERVICES</b>				
Lifeguard	\$ 11.00	\$ 11.25	\$ 11.50	\$ 11.75
Lead Lifeguard	\$ 13.00	\$ 13.25	\$ 13.50	\$ 13.75
Beach Supervisor	\$ 16.21	\$ 16.61	\$ 17.03	\$ 17.45
Lifeguard Training Instructor & Coordinator	\$ 17.72	\$ 18.08	\$ 18.45	\$ 18.83
Beach Services Program Coordinator	\$ 17.72	\$ 18.08	\$ 18.45	\$ 18.83
<b>REC PROGRAMS</b>				
Assistant Rec Team Coach	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75
Assistant Diving Instructor	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75
Swim Instructors	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75
On Deck Coordinator	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75
Rec Team Lead Coach	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75
Lead Diving Instructor	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75
<b>COMPETITIVE SWIM PROGRAMS</b>				
Assistant Swim Club Coach	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50
Group Lead Swim Club Coach	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50
Masters Coach	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50
Lead Master Coach	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50
<b>SALARIED POSITION</b>		<b>Minimum</b>		
Lead Group Coach, Minnetonka Swim Club	\$35,360			