

**Personnel Procedures & Practices**

**Educational Assistants**

**Effective:  
July 1, 2023**

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**ARTICLE I  
PURPOSE**

These personnel procedures and practices contain information pertaining to your employment with Independent School District No. 241, Albert Lea (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Article are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the employee employment rights.

**ARTICLE II  
BASIC SERVICES**

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in these personnel procedures and practices or in a general job description, abide by the rules, regulations and policies as established by the School Board and the Minnesota Department of Education, and any additions or amendments thereto, for the pay indicated in these personnel procedures and practices.

**ARTICLE III  
HOURS OF SERVICE AND WORK YEAR**

**Section 1. Basic Work Year:** The employee’s basic work year shall be July 1 – June 30.

**Section 2. Basic Work Week:** The employee’s basic work week, exclusive of lunch, shall be prescribed by the School District.

**Section 3. Basic Work Day:** The employee’s basic work day will be prescribed by the School District.

**ARTICLE IV  
RATE OF PAY**

**Section 1. Pay Schedules:**

**Subd. 1. Pay Schedule:** The pay as provided in Schedule A herein shall be in effect beginning the 2023-2024 work year.

**Section 2. Payment of Pay:** The employee shall be paid an hourly rate for any work hours completed

during the school year. Work hours will be tracked using the district's designated electronic time record keeping system.

**Section 3. New Employees:** Rate of pay for a new employee accepting a position listed in these personnel procedures and practices will be determined by the District.

## ARTICLE V GROUP HEALTH INSURANCE

**Section 1: Group Health Insurance for Active Employees:** The School District shall make available a minimum value health and hospitalization insurance plan to the employee. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

**Subd. 1. Minimum Value Health and Hospitalization Insurance – Single Coverage:** The School District shall contribute a sum not to exceed \$319.00 per month toward the premium for individual coverage for the employee if the employee qualifies for and is enrolled in single coverage in the School District's group minimum value health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee. Employees covered under this Section are not eligible for the Flexible Spending Plan and therefore the employee share will be paid on an after-tax basis.

**Subd. 2. Minimum Value Health and Hospitalization Insurance – Family Coverage:** The School District shall contribute a sum not to exceed \$319.00 per month toward the premium for family coverage for the employee if the employee qualifies for and is enrolled in family coverage in the School District's group minimum value health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee. Employees covered under this Section are not eligible for the Flexible Spending Plan and therefore the employee share will be paid on an after-tax basis.

**Subd. 3. Duration of Insurance Contributions:** An employee is eligible for School District contribution as provided in this Section as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group minimum value health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

**Subd. 4. Eligibility:** Benefits provided in this section apply only to employees who are scheduled to work 1,000 hours or more during the basic work year. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District.

**Subd. 5. Claims Against the School District:** Any description of insurance benefits contained in this Section is intended to be informational only and the eligibility of the employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Section. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in these personnel procedures and practices, and no claim shall be

made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 2: Affordable Care Act (ACA):** In the event these personnel procedures and practices will cause or do cause penalties, fees, or fines to be assessed against the School District, the personnel procedures and practices will be revised in order to eliminate or reduce penalties, fees, or fines to be assessed against the School District. All material terms of compensation, hours, and fringe benefits (including health benefits) are subject to modification in order to comply with the ACA, to minimize penalties under the ACA, and to address any increase or decrease in cost that the ACA may require.

## **ARTICLE VI HOLIDAYS**

**Section 1. Holidays:** Employee shall be granted the following two (2) paid holidays: Christmas Day and New Year's Day.

## **ARTICLE VII LEAVES OF ABSENCE**

**Section 1. General Leave:** Employee shall earn General Leave at a ratio of 1 hour of Leave for every 36 hours worked. Unused leave shall accumulate to the maximum credit of 144 hours. General Leave may be used for Sick Leave, Bereavement Leave, School Conferences and Activities and Emergency School Closings. Any use of leave designated in this section will be reviewed by the Educational Assistant's supervisor for approval. There shall be no payment for unused, earned General Leave balances upon termination or separation of employment, for any reason, with the School District. Use of any of the leaves described here in shall be granted only through approval of the requesting employee's supervisor using the District's required procedures, including its designated absence program, and required documentation.

**Section 2. School Conference and Activities Leave (Child Event Leave):** In accordance with the provisions of MS.181.9412, the District will provide each Educational Assistant with up to sixteen hours of school conference and activities leave during any twelve-month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours.

**Subd 1.** One school day advance written notice shall be provided via the District's Absence Management reporting system. Details about the specific event must be included with the absence request to determine if the request is a qualifying event.

**Subd 2.** The district may waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances.

**Subd 3.** Such leave will be deducted from the Educational Assistant's vacation leave if they choose Child Event--Paid. The Educational Assistant's paycheck will be docked if they choose Child Event—Unpaid

**Subd 4.** A “child” includes any child of the employee, whether biological, adopted or foster, who is younger than 18 or who is younger than 20 and is still attending secondary school. Eligible employees can receive up to 16 hours for each child. Toddler-age child care, early childhood special education programs and pre-kindergarten children are included.

## **ARTICLE VIII PROBATIONARY PERIOD**

**Section 1. Probationary Period:** A new employee of the School District shall be required to serve a 5-month probationary period and during the probationary period the employee may be terminated by the School District at any time.

## **ARTICLE IX DISCIPLINE AND DISCHARGE**

**Section 1. Discipline.** The Employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause.

**Section 2. Progressive Discipline.** The School District will utilize progressive discipline when appropriate, including oral reprimand, written reprimand, suspension and discharge.

**Section 3. Personnel Records.** The Employee shall have only one personnel file and shall be given a copy of any discipline(s) entered into this file and shall have the right to respond thereto. No written allegation shall be a basis of discipline unless it has been entered into the Employee’s personnel file. The Employee shall be allowed to review the contents of their personnel file during non-working hours.

**Termination:** Pursuant to Minnesota Statutes 122A.40 you are not granted any continuing contract rights. This Agreement shall remain in full force and effect for the 2023-2024 contract year except if terminated for cause by the School District. In the event that the agreement is terminated for cause, the Employee shall have the right for a hearing before the Superintendent, whose determination of cause shall be final and binding.

**SCHEDULE A  
2023-2024  
Pay Schedule**

<b>Position</b>	<b>Pay Range</b>
Educational Assistants	\$15.00-\$20.00/hour