

## SWWC Service Cooperative

### BOARD PERSONNEL POLICIES - ADMINISTRATORS 2022-2025

- I. **Definitions:** These policies apply to SWWC Service Cooperative (SWWC) Administrators.
- II. **Terms of Employment:** Administrators shall be employed by contract between each administrator and the SWWC Board of Directors. Any terms in these personnel policies which are not specifically modified by the employment contract shall be considered governing. The work year will start on July 1 and end on June 30 of each fiscal year. The assigned number of duty days and full-time equivalency will be as follows:

Grade	Title	Days
1	Assistant Director of Special Education Staff Development and Low Incidence Administrator Director of Network Services	220
2	Director of Alternative Programs Director of New Teacher Center Director of Regional Centers of Excellence Director of Special Education Site Administrator	235
3	Director of Educational Learning Centers	235
4	Clinical Director of Behavioral Health Services Chief Technology and Information Officer Director of Business Services Director of Finance Director of Human Resources Executive Director – SWWC Foundation for Innovation in Education Regional Director of Special Services Senior Director of Teaching and Learning	260

These duty days may be adjusted at the discretion of the Executive Director.

Each administrator shall submit a work schedule for the fiscal year (including vacation days, if applicable) to their supervisor for approval. This schedule may be modified after a revised schedule is presented and approved by the supervisor.

- III. **Introductory Period:** The first year of new employment will be introductory. During this period the administrator's proficiency and compatibility will be evaluated by the direct supervisor. Unsatisfactory work during this period will result in termination without appeal. The administrator will be notified in writing of his/her performance and given opportunity to change or improve the condition.

- IV. **Resignation:** Administrators may request release from the terms of his/her employment contract with 30 days' advance notice. Such request may be granted by the Board unless it is determined that a longer time is required to find a suitable replacement.
- V. **Termination:** Intention of not renewing an administrator's contract must be stated in writing to the administrator at least 60 days before the contract's expiration, with the following exception: An administrator's contract may be terminated or may be denied renewal, with 30 days' advance notice in the case of special project personnel whose funding is withdrawn, reduced, or denied. SWWC reserves the right to terminate an administrator for just cause.
- VI. **Suspension:**
- A. **Without Pay:** An administrator may be suspended without pay for good and sufficient reasons. Any suspension is subject to the grievance procedure.
- B. **Notice and Hearing:** Suspension shall take effect upon written notification from the Executive Director to the administrator, stating the grounds for suspension together with a statement that the administrator may make a written request for a hearing before the Board to review the suspension within five days after receipt of such notification. If no hearing is requested within such five-day period, it shall be deemed acquiescence by the administrator to the suspension. If after a hearing before the Board the suspension is reversed and set aside, the administrator shall be reinstated and compensated for salary loss during the period of suspension. However, should the decision of the Board, after said hearing, be to uphold the suspension, the administrator shall have the right to invoke the grievance procedures at the arbitration level provided written notification requesting arbitration is received by the Board or Executive Director within five days after receipt of the Board's decision following the hearing.
- C. **Effective Date:** The suspension shall take effect upon receipt by the administrator of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or otherwise decided by the Board, but not to exceed a period of 30 working days.
- VII. **Grievance Procedure:** The grievance procedure described in the most current master agreement between SWWC and certified staff shall apply to administrators covered by these Board policies. A grievant may not, however, pursue the grievance beyond the Board level. The decision by the Board shall be final.
- VIII. **Fringe Benefits:** Eligibility to fringe benefits as described in this section is limited to administrators working 195 days or more per contract year. Administrators working fewer than 195 days may have fringe benefits prorated at the discretion of the Executive Director.
- A. **Holidays:** Each administrator shall receive ten (10) paid holidays. The following are recognized as paid holidays when they fall within the normal contract term: Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Day, New Year's Day, Good Friday, Memorial Day and, effective July 1, 2021, two floating holidays that may be used at any time throughout the designated year.
- B. **Leaves of Absence:**
1. **Sick Leave** with pay shall be provided when an administrator is too sick to work. A doctor's certificate may be required for leaves of three or more days. Sick leave will accumulate at the rate of 10 days per year of full-time employment with a cumulative ceiling of 150 days. Annual sick leave shall accrue monthly as it is earned from August

through May of each year. Upon termination of employment, unused sick leave will not be paid in cash. Abuse of sick leave may result in dismissal.

2. **Personal Leave** of up to two days per year to conduct business of a personal nature that cannot be conducted during vacations, holidays, or weekends. The reason for the leave must be stated to the supervisor and must be approved in advance of the leave. Personal leave shall not normally be granted before or after a holiday or vacation. Employees shall have unused personal leave added to their final paycheck at the rate of \$150 per day.
3. **Bereavement Leave** of up to five days per circumstance may be granted from accumulated sick leave for death in the administrator's immediate family. The specific amount of leave allowed is subject to the discretion of the Executive Director depending upon the circumstances.

Immediate family is defined as the administrator's spouse, child, step-child, parent, step-parent, brother, sister, spouse's parent, grandparent, or other relative living in the same household as the administrator.

It is recognized that in some unique circumstances, other situations may be considered for bereavement leave. Under these special circumstances, a request may be made to the Executive Director for bereavement leave consideration only after personal leave has been exhausted. Each of these circumstances will be handled on a case-by-case basis with the decision by the Executive Director being final.

4. **Jury Leave** will be granted to administrators who are required to serve. Administrators can elect to use annual leave and keep the daily jury stipend or fulfill their jury duty on SWWC time and turn the stipend over to SWWC.
5. **Annual Leave** will be granted to Administrators working 260 days and will include the following schedule:
  - 0-3 years of employment = 20 days
  - 4+ years of employment = 25 days

C. **Group Insurance:** The following group insurance on the SWWC group plan shall be provided each eligible administrator:

1. **Long-Term Disability Insurance** shall be paid by the employee.
2. **Term Life Insurance** with a face value of five times annual salary plus \$10,000 to a maximum of \$350,000 shall be paid by SWWC.

Upon retirement, eligible administrators employed prior to 1995-96 may elect to continue base term life benefits (no AD&D) until age 70 at their own cost at the SWWC group rates. At age 70, coverage will terminate but the administrator may convert coverage to an individual policy at the administrator's own cost. Minnesota extension will not apply.

**Claims Against SWWC:** It is understood that SWWC is not responsible for the insurance coverage of an individual as agreed upon if said coverage is not available according to the rules and regulations of SWWC's present insurance carrier. It is further understood that SWWC is not responsible for failure of the insurance carrier to provide agreed-upon insurance coverage for members of this group.

3. **Dependent Term Life Insurance** for employee's spouse or dependent children over 14 days of age shall be paid by SWWC.

4. **Single or Family Group Health Coverage** shall be provided as indicated below for all administrators who work at least 195 days per year. The selection of the insurance carrier and policy shall be made by SWWC as provided by law. The selected group health and hospitalization plan must be in compliance with the PPACA. Employees shall be required to enroll in the VEBA Plan and Trust or the HSA Plan; the only exception is an eligible waiver for other group coverage.

#### **Section 1. VEBA and HSA Arrangements:**

##### **Subd. 1. Renewal of VEBA.**

Effective July 1, 2018, SWWC shall continue to make available a Health Reimbursement Arrangement for Active Employees within the Minnesota Service Cooperatives VEBA Plan and Trust (the “VEBA”) for all eligible qualified bargaining unit members who enroll in MSI Medica Choice Passport ASO 2600-0% VEBA, described in summary and available on the Intranet or by request from SWWC. It is intended that the VEBA constitute a voluntary employees’ beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

##### **Subd.2. Renewal of Health Savings Account (“HSA”) Arrangement.**

Effective July 1, 2018, SWWC shall continue to make available an HSA arrangement for all eligible qualified bargaining unit members who exercise their option to enroll in the HSA-eligible high deductible health insurance plan, described in summary and available on the Intranet or by request from SWWC (the “HSA Plan”). It is intended that the HSA arrangement comply with all requirements of Section 223 of the Internal Revenue Code.

##### **Subd.3. Health Plan Fact Sheet.**

Other terms and conditions, including the payment of administration fees, are addressed in the Health Plan Fact Sheet which is incorporated herein by reference.

##### **Subd.4. Employer Contributions to VEBA Accounts:**

If the employee is eligible for and enroll in the VEBA 833 Plan, SWWC shall contribute to the employee’s individual account under the VEBA in accordance with the following schedule:

\$600 annually for each eligible employee who elects single coverage under the MSI Medica Choice Passport ASO 2600-0% VEBA; and

\$1,200 annually for each eligible employee who elects family coverage under the MSI Medica Choice Passport ASO 2600-0% VEBA.

The contribution will be made on or about the first of each month over the VEBA Plan year. If the employee incurs one or more claims for an eligible health expense that exceeds the employee’s VEBA account balance, SWWC shall, at the employee’s request, accelerate its prorated contribution to the extent necessary to reimburse the employee for the claim. The total contribution shall in no event exceed the annual total contribution for the VEBA Plan year.

If the employee enters the MSI Medica Choice Passport ASO 2600-0% VEBA Plan as a participant on a date after the first day of the VEBA Plan year, SWWC shall prorate the amount of the employer contribution to the employee’s VEBA account to reflect the late entry.

Contributions to an employee's VEBA account will cease on the date the employee is no longer covered by the MSI Medica Choice Passport ASO 2600-0% VEBA Plan.

**Subd. 5. Employer Premium Contributions to MSI Medica Choice Passport ASO 2600-0% VEBA Plan:**

The full premium of the MSI Medica Choice Passport ASO 2600-0% VEBA Plan will be paid by SWWC.

The MSI Medica Choice Passport ASO 2600-0% VEBA Plan year ("VEBA Plan Year") runs from July 1 to June 30 of each calendar year.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The parties understand that the MSI Medica Choice Passport ASO 2600-0% VEBA Plan provides that deductibles and out-of-pocket maximums will be increased each year to keep pace with inflation.

**Subd. 6. Employer Premium Contributions to the MSI Medica Choice Passport ASO 3750-0% HSA and MSI Medica Choice Passport ASO 5000-0% HSA Plan:**

The full premium of the MSI Medica Choice Passport ASO 3750-0% HSA Plan or MSI Medica Choice Passport ASO 5000-0% HSA Plan will be paid by SWWC.

The MSI Medica Choice Passport ASO 3750-0% HSA Plan and MSI Medica Choice Passport ASO 5000-0% HSA Plan year ("HSA Plan Year") runs from July 1 to June 30 of each calendar year.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The parties understand that the MSI Medica Choice Passport ASO 3750-0% HSA Plan and MSI Medica Choice Passport ASO 5000-0% HSA Plan provide that deductibles and out-of-pocket maximums will be increased each year to keep pace with inflation.

**Subd.7. Employer Contributions to HSAs and/or VEBAs under MSI Medica Choice Passport ASO 3750-0% HSA and MSI Medica Choice Passport ASO 5000-0% HSA Plan:** SWWC shall pay \$2,000 annually toward the HSA and/or VEBA for those enrolled in single coverage. SWWC shall pay \$4,850 annually toward the HSA and/or VEBA for those enrolled in family coverage. The employer is entitled to rely on any statement by employees that they are eligible for an HSA. However, the employer shall not make or forward any contribution to an HSA if the employer has actual knowledge that that the employee is not eligible to contribute to an HSA.

The contribution will be made on a per paycheck basis over the HSA Plan Year.

If the employee enters the MSI Medica Choice Passport ASO 3750-0% HSA Plan or MSI Medica Choice Passport ASO 5000-0% HSA as a participant on a date after the first day of the Plan Year, SWWC shall prorate the amount of the employer contribution to the employee's account(s) to reflect the late entry.

Contributions to the employee's HSA and/or VEBA will cease on the date the employee is no longer covered by the MSI Medica Choice Passport ASO 3750-0% HSA Plan or MSI Medica Choice Passport ASO 5000-0% HSA.

**Section 2. Payment of Insurance:** SWWC shall make a payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month

period commencing July 1 and ending June 30. The out-of-pocket premium cost will be deducted over 24 paychecks beginning July 15 through June 30. If as a result of a qualifying event, insurance coverage ends during the year, the employee will be reimbursed for any over payment of insurance premiums.

**Section 3. Duration of Insurance Contribution:** An employee is eligible for SWWC contribution as provided in the Master Agreement as long as the employee is employed by SWWC and enrolled in SWWC's group health and hospitalization insurance plan. Upon termination of employment, all SWWC contribution shall cease.

**Section 4.** Employees shall be required to enroll in one of the health plans offered by SWWC; the only exception is an eligible waiver for other group coverage. No substitute in cash will be paid.

## **5. Employer-Sponsored Group Medicare Supplemental Insurance for Employees and Dependents**

**Section 1. Introduction:** Employer has adopted this personnel policy to communicate the availability of Medicare supplemental insurance for certain former employees and dependents. The policies and procedures outlined below do not create and are not intended to create any contractual rights or duties and will be applied at Employer's discretion. Employers may amend or terminate this policy at any time, including before, during and after your termination of employment or retirement.

**Section 2. Coverage and Effective Date:** Effective January 1, 2010 (the "Effective Date"), Employer shall make available one or more group Medicare supplemental health insurance policies for hospital, medical and prescription drug coverage ("Medicare Supplemental Insurance). The Medicare Supplemental Insurance is described in Attachment 1.

**Section 3. Eligibility:** Medicare Supplemental Insurance is only available to former employees and dependents of former employees if the former employee or dependent is (1) eligible for and enrolled in Medicare (including Parts A, B, and D, as may be required by the terms of the supplemental coverage selected by the individual) and is (2) entitled under Minnesota law to continue indefinitely in employer-sponsored group health insurance. For this purpose, a "dependent" has the same meaning as under the Employer's group health plan for active employees, and a former employee may receive dependent coverage only if the employee received dependent coverage immediately before leaving employment.

In addition, such former employees and dependents (hereafter, "Eligible Individuals") must fall within one or more of the classifications described below.

**Voluntary Coverage:** The following Eligible Individuals may voluntarily elect coverage under a Medicare Supplement policy in lieu of other coverage available through the employer:

- (1) Former employees who have not yet attained age 65, but who are entitled to Medicare because of disability;
- (2) Dependents of former employees who are entitled to Medicare because of disability;

**Exclusive Coverage Available for Former Employees and Dependents age 65 or older:** The Medicare Supplemental Insurance described herein is the sole

and exclusive coverage option provided by the Employer for the following individuals:

- (1) Former employees who have attained age 65 or older; and
- (2) Dependents of former employees when both the dependent and the former employee are age 65 or older.

**End-Stage Renal Disease (ESRD):** Notwithstanding the forgoing, individuals with ESRD shall not be eligible for Medicare Supplemental Insurance during the first 30 months of the individual's ESRD-based Medicare eligibility or entitlement, unless the individual was entitled to Medicare due to age or disability on a primary basis at the time he or she becomes eligible for ESRD-based Medicare.

**Section 4. Contributions:** Eligible Individuals shall pay 100% of the cost of coverage under the Employer's Medicare Supplemental Insurance. Premiums are subject to change on an annual basis. The Employer may discontinue coverage if an Eligible Individual fails to pay the premium when due. In no event shall the Employer be responsible for the payment of any penalty or increased premiums as a result of an employee's late enrollment in Medicare.

**Section 5. No Vested Rights:** The benefits described herein will be provided while the personnel policy is in effect (the "Policy"). In no event shall this Policy provide any individual with vested rights to benefits, rights or features under the Employer's group health plan or Medicare Supplemental Insurance, nor shall employees who retiree while this Policy is in effect be provided any such vested rights. The Employer retains to right it is sole discretion to modify, amend or terminate this Policy at any time, and nothing in this Policy requires the Employer to maintain a group health plan or a Medicare Supplemental Insurance. No oral representation concerning the interpretation or effect of this Policy shall be effective to amend the Policy. Employer shall not be bound to provide any benefit deemed not to comply with state or federal law.

- E. Professional Memberships:** Each administrator shall be allowed up to \$935 per year for professional dues and memberships approved by the supervisor as relevant to his/her professional work. The Executive Director may approve additional dues and/or memberships above this amount per year as relevant to his/her professional work and assignment.
- F. Matching Deferred Compensation Program:** Upon completion of the introductory period, SWWC will match up to \$3,500 per fiscal year to a qualified tax-deferred matching contribution plan.
- G. Technology Stipend:** Each administrator shall receive a stipend of \$800 that may be used for personal technology-related costs such as cell phone, computer, Internet connectivity at home, etc. Stipends will be paid evenly across paychecks for the fiscal year. To qualify for the stipend, no business cell phones will be provided for any SWWC administrator.
- H. Longevity Pay:** To acknowledge the career service, effective July 1, 2020, employees of SWWC within the Administrative Group, a Longevity Benefit Plan is initiated as follows:

After Year 3	\$1,500
After Year 7	\$2,000
After Year 11	\$2,500
After Year 15	\$3,000

To be eligible for this benefit, an administrator must have served continuously with SWWC based on the last date of hire, unless waived by the Executive Director, and must be working at a minimum of .75 FTE during that same. Years of service shall be years of service within SWWC, and longevity changes will happen for 260-day staff on July 1, and for 220-day and 235-day staff on September 1 in the fiscal year following the employee becoming eligible. The stipend will be distributed across all paychecks. After reaching each longevity step, the stipend will continue until the next level of longevity is achieved.

- I. **Mentor Stipend:** \$300 for one mentee. If designated to mentor two or more mentees, the mentor shall be paid an additional \$150 for each additional mentee (maximum of 3 mentees, or \$600 total).
- J. **Referral Incentive:** A referral incentive will be provided to employees that refer a new staff member to SWWC. A \$100 incentive shall be paid on the new payroll following the employee’s start date and another \$100 will be paid on the following payroll after the new employee’s 1-year anniversary date. If the new hire notes a referral from two or more SWWC employees, the payment would be split between the referring SWWC employees.

2022-2023 Salary Schedule		
STEP	Grade 1	Grade 2
1	\$ 91,132	\$ 99,078
2	\$ 92,499	\$ 100,564
3	\$ 93,886	\$ 102,073
4	\$ 95,295	\$ 103,604
5	\$ 96,724	\$ 105,158
6	\$ 98,175	\$ 106,735
7	\$ 99,648	\$ 108,336
8	\$ 101,142	\$ 109,961
9	\$ 102,660	\$ 111,611
10	\$ 104,199	\$ 113,285
11	\$ 105,762	\$ 114,984
12	\$ 107,349	\$ 116,709
13	\$ 108,959	\$ 118,459
14	\$ 110,593	\$ 120,236
15	\$ 112,252	\$ 122,040
	<b>FTE = 220 days</b>	<b>FTE = 235 days</b>

2023-2024 Salary Schedule			
STEP	Grade 1	Grade 2	Grade 3
1	\$ 94,132	\$ 102,283	\$ 107,004
2	\$ 95,544	\$ 103,817	\$ 108,609
3	\$ 96,977	\$ 105,375	\$ 110,238
4	\$ 98,432	\$ 106,955	\$ 111,892
5	\$ 99,908	\$ 108,559	\$ 113,570
6	\$ 101,407	\$ 110,188	\$ 115,274
7	\$ 102,928	\$ 111,841	\$ 117,003
8	\$ 104,472	\$ 113,518	\$ 118,758
9	\$ 106,039	\$ 115,221	\$ 120,539
10	\$ 107,630	\$ 116,949	\$ 122,348
11	\$ 109,244	\$ 118,704	\$ 124,183
12	\$ 110,883	\$ 120,484	\$ 126,046
13	\$ 112,546	\$ 122,291	\$ 127,936
14	\$ 114,234	\$ 124,126	\$ 129,855
15	\$ 115,948	\$ 125,988	\$ 131,803
	<b>FTE = 220 days</b>	<b>FTE = 235 days</b>	<b>FTE = 235 days</b>



<b>2024-2025 Salary Schedule</b>			
<b>STEP</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>
1	\$ 97,132	\$ 105,488	\$ 110,209
2	\$ 98,589	\$ 107,070	\$ 111,862
3	\$ 100,068	\$ 108,676	\$ 113,540
4	\$ 101,569	\$ 110,307	\$ 115,243
5	\$ 103,092	\$ 111,961	\$ 116,972
6	\$ 104,639	\$ 113,641	\$ 118,727
7	\$ 106,208	\$ 115,345	\$ 120,508
8	\$ 107,801	\$ 117,075	\$ 122,315
9	\$ 109,418	\$ 118,831	\$ 124,150
10	\$ 111,060	\$ 120,614	\$ 126,012
11	\$ 112,726	\$ 122,423	\$ 127,902
12	\$ 114,417	\$ 124,259	\$ 129,821
13	\$ 116,133	\$ 126,123	\$ 131,768
14	\$ 117,875	\$ 128,015	\$ 133,745
15	\$ 119,643	\$ 129,935	\$ 135,751
	<b>FTE = 220 days</b>	<b>FTE = 235 days</b>	<b>FTE = 235 days</b>

\*Positions in Grade 4 would have individual negotiated contracts with the Executive Director.