

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

404 EMPLOYMENT OF ALL STAFF

I. PURPOSE

The Prior Lake-Savage Area School Board recognizes its legal and ethical responsibility to recruit and employ the best, fully qualified employees possible. New employees will be hired based on their ability to contribute to the overall success of the district, to dedicate their efforts in District 719 towards providing the highest quality educational programs, and to fulfill the district's strategic plan. It is not the intent of this policy to include the employment of short-term substitutes.

II. DEFINITION

A short-term substitute, by definition, shall be an individual who performs substitute duties for less than ten (10) consecutive days for one or more staff.

A medium-term substitute, by definition, shall be an individual who performs substitute duties for ten (10) or more consecutive days but less than one hundred (100) days.

A long-term substitute, by definition, shall be an individual who performs substitute duties during a leave of absence granted by the school board for at least one hundred (100) days in a school year.

"Immediate family member" means immediate family member including parent, spouse, child, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, or grandparent.

"Direct Supervision" means conducting evaluations and/or recommending the hiring, promotion or termination of personnel.

"Employment" means all persons whose employment is approved by the board.

III. GENERAL STATEMENT OF POLICY

A. Employment of All Staff

1. While the school board's responsibility cannot be waived and the board retains the ultimate responsibility for employment and termination of staff, the board delegates to the Executive Director of Human Resources the coordination of the process of recruiting candidates and recommending their employment to the board. In carrying out this responsibility, the Executive Director of Human Resources shall involve various administrators, staff members, and other stakeholders, as appropriate.
2. Prior to such recommendations, the Executive Director of Human Resources will share the candidate's background data sheet with the school board and respond to questions from the school board regarding the candidate being recommended. The effective date of employment will be indicated by the Executive Director of Human Resources.

3. All district employment is contingent upon school board approval and all candidates for employment will be so informed. If the board rejects the candidate for employment, he/she will be paid the substitute rate of pay for any services provided to the school district.
4. Fully qualified candidates for the position will be recruited, including certification as required for the position. Inability to provide proof of the required degree or certification will nullify all offers of employment and employment contracts or terms and conditions of employment.
5. The district will conduct criminal background checks of all prospective employees at the candidate's expense in accordance with board policy and Minnesota law. All district employment is contingent upon a satisfactory background check as determined by the Executive Director of Human Resources.
6. While not decisive, the ability and willingness to perform co-curricular assignments or meet other district educational needs may be a factor in selecting a candidate for employment.
7. Determination of Salary/Initial Employment

The initial compensation of any personnel, upon employment, shall be recommended to the school board by the Executive Director of Human Resources.

8. Probationary Period

- A. Non-teaching employee of the district shall serve a probationary period of twelve (12) months (unless otherwise negotiated) of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the work agreement alleged to have been violated.

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a probationary period of three (3) calendar months (unless otherwise negotiated) in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification.

- B. Hiring of Family Members

1. The school district prohibits the assigning, transferring, or promoting of an employee if it results in direct supervision of an immediate family member.
2. The school district prohibits the hiring of an employee if the hiring would result in direct supervision of an immediate family member.
3. This policy shall be interpreted and applied consistently with mandates of federal and state equal employment opportunity and discrimination laws.

4. The school district will attempt to proactively assign or transfer employees to other sites, in order to eliminate the direct supervision of an immediate family member.
5. When an immediate family member of someone on the school board is a candidate for employment, the school board member must disclose the relationship and abstain from voting on the employment of the immediate family member.
6. The provisions of this policy may be waived by the school board, upon the recommendation of the Executive Director of Human Resources, when the assignment or placement of relatives is of such a nature that no reasonable alternatives are available.

C. Tax Deferred Annuities

In order to enable employees to avail themselves of the opportunity to participate in tax deferred annuity programs, as allowed by Federal and State tax laws, the school district will authorize salary deductions of individual employees for annuity programs.

Rules governing the tax deferred annuity program:

1. Any employee of the district will be permitted to participate in a tax deferred annuity program at his/her option.
2. Payroll deductions shall be made from each paycheck. Deductions will be altered only at the direction of the employee upon receipt of a properly processed application. (Cancellation of an individual's policy should be accomplished and verified through the company.) All salary deductions must be consistent with State and Federal laws and no deduction may exceed the net amount of the employee's paycheck.
3. The district assumes no responsibility for the administration of the tax deferred annuity program other than accepting the function of salary deductions. The role of the district is a passive one and the availability of the tax deferred annuity program is at the sole discretion of the employee and is not intended to be an endorsement by the district.
4. The acceptance of an application for a salary deduction is not to be construed as an endorsement of that program by the district. The school district will not assume any responsibility for any representations made by insurance agents or carriers, accuracy of applications, salary reduction requirements or annuity contract applications. The agent and carrier are responsible for compliance with all laws of the United States and the State of Minnesota and regulations of the Internal Revenue Service.
5. Salary reduction agreements must be in the district office at least one (1) month prior to the effective date of the policy. These agreements must clearly indicate the name of the client, the effective date of the policy, the monthly salary deduction and the name of the insurance company.
6. The school district will not permit agents to contact employees while at work, nor allow the distribution of any materials or literature on the school premises during work hours nor will any kind of information regarding employees be supplied to any agent or company.

The availability of the tax deferred annuity program is considered to be a fringe benefit with a minimum of inconvenience to the district.

Misrepresentation, non-compliance with these regulations or failure to cooperate with the district may result in revocation of a company's payroll deduction privileges.

School Board Adoption: February 13, 2017

An Equal Opportunity School District