



Adopted: January 1, 2008

Revised: October 22, 2013, December 21, 2015

409 SALARY AND BENEFITS

I. PURPOSE

The purpose of this policy is to set forth salary and benefits for eligible employees of DaVinci Academy ("the school").

II. GENERAL STATEMENT OF POLICY

This policy governs the terms and conditions of the employee's Letter of Assignment. No party has the right or implied right to rely on any oral statements or promises not set forth in this policy or specific signed Letter of Assignment. No waiver or modification of any provision of the Letter of Assignment is valid unless it is in writing and approved by the Board of Directors.

III. TERM

Minnesota is an employment "at will" state and the employee shall remain "at will," and may be terminated at any time at the discretion of the employer.

- a. Assignments will begin and end as stated in the specific signed Letter of Assignment, unless early termination occurs by either party. Letter of Assignments will not automatically renew. If the employee wishes to continue employment, a written letter of intent to return must be submitted to the appropriate school administrator or School Board Chair, before May 1 (or the date designated by the administration or School Board Chair) of each year. Upon receiving a written intent to return, the school may exercise its right to offer another Letter of Assignment to the employee, but is not obligated to do so.

IV. POSITION AND DUTIES

Position and duties of the employee are stated in the applicable, approved job description.

V. **SALARY AND BENEFITS** – refer to the current approved Benefits Schedule for specific details

- a. **Salary.** The employee will receive a salary in accordance with their current Letter of Assignment in accordance with its regular payroll schedule; payments will be made in equal installments twice a month, less required withholdings and deductions. Each installment will be paid after the period in which the salary was earned.
 - i. **Teacher Salary Scale.** The Teacher's salary scale is a range in which teachers can be paid based on their years of classroom experience as a licensed teacher in a K through 12 educational system. This salary is payable from the school's general fund, for performing the duties as Teacher.
- b. **Bonus.** Eligible employees may be paid an additional bonus, if applicable, based on meeting or exceeding the Board approved Compensation Bonus Rubric.
- c. **Retirement Plan.**
 - i. **Certified Teachers and Licensed Administrators - Teacher's Retirement Association (TRA)**. While Letter of Assignment is in effect, the school will contribute on a per payroll basis to the Teacher's Retirement Association the percent required by law of the gross salary that it pays to the employee (including bonuses). The obligation to make this contribution will cease immediately in the event that the employee resigns or employment is terminated for any reason.
 - ii. **All other staff - Public Education Retirement Association (PERA)** (including non-certified teachers). While Letter of Assignment is in effect, the school will contribute on a per payroll basis to PERA the percent required by law of the gross salary that it pays to the staff member (including bonuses). The obligation to make this contribution will cease immediately in the event that the staff member resigns or employment is terminated for any reason.
- d. **Health Insurance.** Every full-time employee of the school is eligible to enroll in the offered group health insurance plan.

While the Letter of Assignment is in effect, the school may pay a portion of the premium for plan coverage under the school's group health insurance plan for each full-time employee based on the approved Benefits Schedule.

Alternatively, if the eligible employee chooses to purchase an outside health insurance plan, in lieu of the approved provider, a monthly amount as specified on the approved Benefits Schedule will be paid to the eligible employee in accordance with the regular payroll schedule;

all required payroll deductions, including payroll taxes, will be deducted. However, the employee must provide proof of other health insurance coverage.

Any additional health insurance premiums will be the sole responsibility of the employee, and not the school's.

For each full-time employee of the school who elects to participate in the school sponsored group health insurance plan, the school will contribute to the employee's Health Savings Account a dollar amount as indicated on the approved Benefits Schedule. The amount will be contributed over a pre-determined period and may be pro-rated for a new employee.

- e. **Dental Plan.** Every full-time employee of the school is eligible to enroll in the offered group dental insurance plan.

While the Letter of Assignment is in effect, the school may pay a portion of the premium for plan coverage under the school's group dental insurance plan for each full-time employee based on the approved Benefits Schedule.

Any additional dental insurance premiums will be the sole responsibility of the employee, and not the school's.

- f. **Group Term Life Insurance.** While Letter of Assignment is in effect, the school will pay the premiums for the school sponsored group term life insurance policy for each eligible employee with a death benefit in the amount indicated on the approved Benefits Schedule. The eligibility of the employee and his/her beneficiaries for this insurance benefit is governed by the terms of the insurance policy selected by the school. The school's only obligation is to pay the premiums for the insurance policy, and no claim shall be made against the school for any particular claim or benefit not paid by insurance.

The school does not ensure or guarantee that any particular claim will be paid or approved by insurance. The eligibility and coverage of the employee will be governed entirely by the terms of the applicable insurance policy.

VI. WORK DAYS AND PAID TIME OFF

- a. **Work Days.** All staff will follow the board approved school year calendar unless noted in their Letter of Assignment.
- b. **Sick Leave.** A full time employee may take sick leave when they are absent due to illness or serious health condition that prevents attendance and the performance of job duties. The school reserves the right to request certification from a qualified physician stating that a given absence was due to illness or a serious health condition. Upon

termination or resignation, the employee shall have no right to be paid for any unused days of sick leave except as allowed in Section VI(f) below.

All staff are required to notify their supervisor of their absence at least one hour prior to their scheduled start time. A School Director must notify another Director of their absence at least one hour prior to their scheduled start time. In addition, teachers and para-professionals are required to notify the designated administrator of their absence before submitting for a substitute teacher.

All employees will receive paid sick days in accordance with the approved Benefits Schedule, prorated based on the term of their Letter of Assignment.

- c. **Bereavement Leave.** Every full-time employee may take up to three (3) days paid bereavement leave for each instance of death of an immediate family member.

An “immediate family member” is defined as a spouse, parent, child, or siblings.

- d. **Personal Days.** Eligible full-time employees will have available paid personal days in accordance with the guidelines listed below.
 - i. The maximum number of paid personal days available is indicated on the approved Benefits Schedule.
 - ii. Personal days are to be used for unforeseen personal circumstances that arise but not intended for additional vacation.
 - iii. Personal days are subject to approval of the school Administrators.
 - iv. Personal days do not carry over to the following school year.
 - v. Employees hired after the first day of the current school year may receive a pro-rated number of personal days.
 - vi. Upon termination of Letter of Assignment, the employee will have no right to be paid for the cash value of any unused personal days except as allowed in Section VI(f) below.
 - vii. Personal days taken on the first or last student contact day, staff development days or days immediately before or after any school break are discouraged and will be marked as unpaid.
- e. **Vacation Days.** Eligible full-time Support Staff employees earn paid vacation days after 90 days of full time employment in accordance with the approved Benefits Schedule. Paid vacation days must be used on non-student days. No other staff earns paid vacation days.
- f. **Cash Incentive for Unused Sick Leave/Personal Days**
 - i. Teachers and Para professionals will be paid for unused sick leave and personal days in accordance with the following guidelines:

1. They must be actively employed by DaVinci Academy on the last staff day of the school year.
2. They must have the required number of unused combined sick leave/personal days remaining as indicated on the approved Benefits Schedule.
3. If they have the required number of unused days remaining, they will be paid the amount indicated on the approved Benefits Schedule, less all applicable taxes and withholdings within 30 days of the end of the applicable school year.