

HANDBOOK FOR NON-AFFILIATED EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT 197

(Revised 2/5/2020)

This handbook covers current personnel procedures and practices for employees who are not affiliated with a bargaining unit. Although we have attempted to address matters of general applicability to non-affiliated employees of District 197, we know that it does not cover every situation which might arise. The publication, *Employee Manual, Independent School District 197*, as well as District policies and regulations are additional resources for employees needing information about employment policies and procedures.

The District reserves the right to make changes at any time, with or without notice, and to interpret the *Handbook for Non-affiliated Employees* as well as the District policies and procedures at the discretion of the District. If you have questions, contact your supervisor or Human Resources for more information.

Unless the terms of your employment are modified by express contract, you are an at-will employee and the District reserves the right to terminate your employment at any time with or without cause subject to continuing contract laws if the position requires a Minnesota teaching certificate. No provision in the *Handbook for Non-Affiliated Employees* is intended to create a contract between the District and an employee, or to limit the rights of the District in regard to its employees in any manner including discipline and termination of employees. The Handbook is a general statement of policy, to be modified and applied by the District at its discretion. These procedures are not intended as, nor should they be construed as, promise of continued employment. Although assignments to positions are typically for a given period of time, any position may be eliminated or terminated as the Employer shall see fit.

HOURS OF EMPLOYMENT

Work schedules are established by the immediate supervisor and generally include an eight hour day with one-half hour unpaid lunch. Any modifications to the general hours must be arranged and authorized in advance by the immediate supervisor who will take into account the need to continue the efficient operation and supervision of the department.

WORK YEAR

Employees working less than twelve months will observe a work year in accordance with job requirements and supervisor direction.

PERFORMANCE EVALUATIONS

Performance evaluations should be conducted in accordance with School District policy which is normally on at least an annual basis.

PAID TIME OFF

Non-affiliated employees may earn vacation if they are employed at least 260 days per year and 20 or more hours per week and may earn other paid leave as long as they are employed at least 175 days per year and 20 or more hours per week. Annual leave allotments are generally allocated at the beginning of the fiscal year. Leave balances are pro-rated for employees who begin employment after July 1, end employment prior to June 30 and for employees who work on a part-time basis (less than 8 hours per day). Leave balances are also reduced for any period of the year that the employee is on unpaid status for more than 30 days.

For the purpose of determining the months of service on the schedule below for pro-rata vacation upon initial employment, personnel whose first day of service is on or before the 15th of any

month, will be considered as employed for the entire month. Personnel whose first day of service is on or after the 16th of any month, will be considered employed as of the month following employment.

For the purpose of determining the months of service on the schedule below for pro-rata vacation on termination, personnel whose last day of service is on or after the 16th of any month, will be considered as employed for the entire month. Personnel whose last day of service is on or before the 15th of any month, will be considered terminated at the end of the previous month.

Employees hired between July 1 and December 31 will be considered to have completed one full year of service on the July 1 following their employment date for advancement on the vacation schedule. Employees hired between January 1 and June 30 will be considered to have completed one full year of service on the July 1 of the next calendar year for advancement on the vacation schedule.

VACATION

Employees must work in a position that is scheduled 260 days per year and at least 20 hours per week in order to be eligible for paid vacation. For employees hired into the non-affiliated group prior to July 1, 2003, annual vacation normally will be used during the fiscal year following the fiscal year in which it is earned. It may be used during the year in which it is earned with approval of the immediate supervisor, provided the number of days requested is fewer than the number of days earned as of the date of the request.

For employees hired into the non-affiliated group after July 1, 2003, annual vacation will be credited at the beginning of the fiscal year in which it is earned. If initial employment occurs during the fiscal year, or if the employee terminates their employment during the fiscal year, accrual and balances will be adjusted to reflect actual vacation earned based upon the number of months worked during that fiscal year. **Employees may carry over a maximum of 20 days of vacation that was credited the prior year into the next fiscal year but it must be used by June 30 or be forfeited.**

Upon termination of employment with a minimum of two weeks written notice to the School District, the employee will be reimbursed for unused accumulated annual vacation days at a rate per day equal to the daily rate of pay for the fiscal year during which the employment was terminated.

Assistant Directors

in the 1 st through 15 th year of service	20 days
in the 16 th or more years of service	25 days

Coordinators and Specialists

Assistants, Technicians, Managers

in the 1 st through 5 th year of service	15 days
in the 6 th through 15 th year of service	20 days
in the 16 th or more years of service	25 days

Employees whose job titles are not listed above will be granted vacation as determined by the Employer. All vacation requests must be pre-approved by the Supervisor.

PERSONAL LEAVE

Upon advance notice and approval by the immediate supervisor, **three days** of personal leave will be available to each employee who works at least 175 days per year. Personal leave is pro-rated for employees who work on a part-time basis. Such leave shall not be deducted from sick leave or vacation and is not cumulative. Personal leave not taken by June 30 will be forfeited.

SICK LEAVE

At the beginning of each fiscal year, each employee will be advanced sick leave at the rate of 1 day for each month of service in the employ of the School District, except that new employees shall earn sick leave at the rate of 1¼ days for the first four years of employment. Leave allotments are pro-rated for employees who begin employment after July 1 or end employment prior to June 30 or who are on an unpaid leave of absence status for any portion of the year.

Sick leave with pay shall be allowed by the School District when an employee's absence is due to illness or accident which prevented the employee's attendance and performance of duties on that day or days.

- An employee may use accumulated sick leave for the care of a sick or disabled child under 18 years of age or under 20 years of age and attending secondary school.
- Absence due to the serious illness of an employee's child not covered above, a spouse, certified permanent member of the household, parent, or parent-in-law, shall be allowed up to a maximum of 30 days annually and charged to sick leave.
- The School District may require an employee to furnish a medical certificate from a qualified physician as to evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate is required, the employee will be so advised. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.
- Paternal Use of Sick Leave: A non-affiliated employee must give written notice to his supervisor of a request for paternal leave. The employee may elect to use up to ten days of accumulated sick leave for a period not to exceed ten working days to care for the recuperating birth mother.

Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available from the human resources department.

WORKERS' COMPENSATION

Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

A deduction shall be made from the employee's accumulated vacation or sick leave according to the pro-rata portions of days of sick leave or vacation leave which is used to supplement the Workers' Compensation benefit. Employees will not accrue additional leave while absent from work on a compensable injury.

Such payment shall be paid by the School District to the employee only during the period of disability.

In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elected to receive sick leave or vacation pay pursuant to this policy shall submit evidence of the amount of the benefit to be received to the School District, prior to receiving payment for such absence.

HOLIDAYS

There are eleven paid holidays for employees who are scheduled to work 260 days per year and at least 20 hours per week and ten paid holidays for employees who are scheduled to work between 210 and 259 days per year and at least 20 hours per week. Employees who work between 175 and 209 days will receive 5 paid holidays. Employees who work less than 175 days will not receive any paid holidays.

- Generally, the holidays will be: Labor Day, Thanksgiving and the following Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, MLK Jr. Day, President's Day, Memorial Day and Independence Day (only for employees who work 260 days/year).
- The holidays for employees who work between 175 and 209 days will be: Labor Day, Thanksgiving and the following Friday, Presidents' Day, and Memorial Day.
- When a holiday falls on Saturday or Sunday, another day will be observed as the holiday date as determined by the School District. The School District reserves the right to change the exact holidays if needed once the School Calendar is adopted.
- To be entitled to receive holiday pay, an employee must be in a working pay status on the normal work day immediately preceding and following the holiday.

BEREAVEMENT LEAVE

Upon notification and arrangement with the immediate supervisor, up to five days paid leave, non-accumulative, may be used by an employee for attendance at or arrangement of the funeral of an employee's spouse or child.

Upon notification and arrangement with the immediate supervisor, up to three days of leave, non-accumulative, may be used by an employee for attendance at or arrangement of the funeral of an employee's or the employee's spouse's (or certified member of the household) parent, brother or sister, daughter-in-law, son-in-law, grandparent, or grandchild.

Upon notification and arrangement with the immediate supervisor, up to one day of leave, non-accumulative, may be used by an employee for attendance at or arrangement of the funeral of an employee's or the employee's spouse's (or certified member of the household) aunt, uncle, niece, or nephew.

Personal leave or vacation may be used to extend the leaves listed above or to attend the funerals of relatives not listed above or friends.

UNPAID EXTENDED LEAVE

Upon written request to the Employer, an unpaid leave of absence not to exceed one year may be granted by the Employer. Purposes of the leave shall be for one of the following reasons:

Care for the employee's child after birth or placement for adoption; Care for the employee's spouse, son, or daughter who has a serious health condition; or For a serious health condition that prevents the employee from performing essential functions of their job.

An employee granted a leave under this provision will return to his/her position. Leaves granted under this section will be coordinated with any leave available under State law or the Federal Family and Medical Leave Act (FMLA).

Employees may apply for long-term leave without pay for purposes other than those outlined above which may be granted at the discretion of the School Board. The precise terms and conditions of any leaves of absence granted under this paragraph will be determined on an individual basis.

SHORT TERM UNPAID LEAVE OF ABSENCE

Short-term absence without pay may be approved for exceptional circumstances. Requests for short-term absence without pay shall be submitted thirty days prior to the proposed beginning of the absence, whenever possible. If approved, the absence without pay shall not exceed ten days per school year. Forms are available in the human resources department.

CONFERENCES, CONVENTIONS, AND PROFESSIONAL MEMBERSHIPS

Attendance at professional meetings must be approved in advance by the immediate supervisor. Reimbursement for professional memberships must be approved in advance by the immediate supervisor based on needs of the department and consideration of the budget. In no event will the District reimburse for more than one local and one national professional membership.

INSURANCE

Non-affiliated employees who work at least twenty hours per week and 175 days per year are eligible to participate in the District's group life, long term disability, health and hospitalization and dental programs.

The anniversary date for the group insurance policies is July 1 of each year (October 1 for pre-tax spending plans), or a different date as determined by the School District and the insurance carriers, on which date changes in coverage and rates will become effective.

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

An employee is eligible for School District contribution as provided herein as long as the employee is employed and on paid status by the School District or as provided for in State or Federal law. Upon termination of employment, all district contributions shall cease except as specifically provided in this handbook.

Eligible part time employees will receive a pro-rated portion of the premium toward coverage as follows:

Hours per week the employee works:	Percentage of the contribution
At least 20, less than 25	65%
At least 25, less than 30	80%
At least 30, less than 35	92%
35 or more	100%

Life Insurance

The School District will pay the total premium for each full-time employee enrolled in the basic life insurance and accidental death and dismemberment program in the amount of \$100,000 of coverage for assistant directors and \$50,000 of coverage for others. Eligible part time employees will receive a pro-rated portion of the premium toward coverage as above.

Long Term Disability

The School District will pay the total premium for each full-time employee enrolled in the long term disability plan. Eligible part time employees will receive a pro-rated portion of the premium toward coverage as above.

Health and Hospitalization and Dental Insurance

The District contribution to health and hospitalization and dental insurance benefits will be based on language contained in the Master Agreement by and between Independent School District 197 and the West St. Paul Federation of Teachers Local #1148, Article VIII, Sections 6 and 7.

RETIREMENT FOR FULL TIME EMPLOYEES HIRED PRIOR TO JULY 1, 2003

A. Eligibility:

Full-time non-affiliated employees hired prior to July 1, 2003 who retire at or after age 61 and have at least 12 years of continuous service working at least 175 days per year as a regular employee with the School District (including at least 7 years as a non-affiliated employee if non-affiliated start date is on or after July 1, 2003) or full-time non-affiliated employees who have 30 or more years of continuous service with the School District working at least 175 days per year as a regular employee may qualify for insurance and severance benefits described in B, C and D below.

A1. Insurance Benefit:

Eligible employees will receive the same contributions from the School District toward individual and dependent group health and hospitalization, dental and life insurance coverage as they received in their last full fiscal year of employment.

A2 Duration:

Eligible assistant directors, coordinators and supervisors who retire on or before June 30, 2009 will receive the benefit described in the above Section A1 to age 70. Eligible assistant directors, coordinators and supervisors who retire after June 30, 2009 and all other eligible non-affiliated employees will receive the benefit described in the above Section A1 to the age of Medicare (not to exceed age 70).

A3. Severance Benefit

Non-affiliated employees will be paid 50% of accumulated unused sick leave days to a maximum of 100 days at the base daily salary rate earned during the last full fiscal year of employment in the School District. An additional 30 days of severance pay will be

paid at the same base daily salary rate if the employee receives positive performance reviews during the last two years preceding retirement.

Upon retirement, twenty-five percent of any severance payable will be contributed to a health reimbursement account for the retiree in September following the date of retirement as described in the amendment to the severance allocation plan. The remainder of the severance payment will be split equally and paid directly to the retiree in September of the two fiscal years following date of retirement. If the employee dies after the effective date of the retirement but before the total severance payment has been made, the balance due will be paid to the estate of the deceased.

RETIREMENT FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2003 - TSA Match

Full time non-affiliated employees who work at least 175 days/year and are hired on or after July 1, 2003 or employees hired prior to that date who irrevocably elect the TSA match in lieu of the severance payment above by December 31, 2003 will be eligible to participate in a tax-sheltered annuity plan match through payroll deduction pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minn. Stat. 123B.02, Subd. 15 and School District policy. The amount of the match will be \$2,000.00 per fiscal year. Employees hired after July 1 or who terminate employment prior to June 30 will receive a pro-rated amount of the match.

Full-time non-affiliated employees hired on or after July 1, 2003 who retire from the School District and begin receiving TRA or PERA pension benefits will be allowed to continue in the District's health and hospitalization program at their own expense until the age of Medicare eligibility or as State law allows.

PAY FOR PERFORMANCE FOR REGULAR, NON-AFFILIATED EMPLOYEES 2019-2020 and 2020-2021

Regular non-affiliated employees are eligible to participate in a pay for performance program for the **2019-2020 and 2020-2021** fiscal years. Components of the program are as follows:

By September 1, 2019, and then September 1, 2020 for the second year, the employee and appropriate cabinet member or principal will meet and agree to two individual goals related to the employee's position which will improve departmental operations or are directly related to school district goal areas.

The maximum annual payment that may be paid to each employee under this program is two percent (2%) of the employee's regular, annual salary to a maximum of \$1,500 per year. The maximum payment will be split equally between the two goals.

The employee must have satisfactory performance and must complete the position work year in order to receive any pay for performance compensation.

The two written goals must be:

- Specific
- Measurable
- Attainable
- Realistic
- Time bound

The employee and cabinet member/principal will meet mid-year to discuss goal progress. The

employee will provide a written summary of progress for this meeting.

The employee and cabinet member/principal will meet by June 1, 2017 and then June 1, 2018 for year two, and the cabinet member/principal will determine the percent of goal attainment. The employee will provide a detailed, written summary of the goal, implementation step progress, and goal results for the meeting.

- The employee will receive the maximum performance payment for each goal in which 90% to 100% of the goal is attained.
- Alternatively, the employee will receive one-half of the maximum per goal area if the majority (but less than 90%) of the goal is attained.
- No payment will be made for less than 50% of goal attainment.

Example:

If 2% of annual regular salary is \$950, the maximum annual pay for performance program payout is \$950.

- Each goal would have a maximum payout of \$475.
- If 75% of the first goal was reached, that goal payment would be \$237.50.
- If 93% of the second goal was reached, that goal payment would be \$475.
- Total payment for the pay for performance program in this example is \$712.50.

Payment will be made as soon as practicable after June 1, 2020 and June 1, 2021.