

**Non-Affiliated Team**

**Handbook**

**West Saint Paul, Eagan, Mendota Heights**

**School District, ISD 197**

**2023-2025**

## **HANDBOOK FOR NON-AFFILIATED EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT 197**

(Revised 7/1/2024)

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 that 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 and the District policies and procedures at its discretion. 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, the 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 sees fit.

### **HOURS OF EMPLOYMENT**

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

### **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.

### **PAY FOR PERFORMANCE FOR REGULAR, NON-AFFILIATED EMPLOYEES**

Regular non-affiliated employees are eligible to participate in a pay-for-performance program for each school year. The components of the program are as follows:

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 of each year to determine the percentage of goal attainment. The employee will provide a detailed, written summary of the goal, implementation step progress, and goal results for the meeting.

- Employees who earn 90% or more of their goals will receive the maximum performance payment.
- Employees who earn 50-89% of their goals will receive half of the maximum performance payment.
- Employees who earn less than 50% of their goals will not receive performance payment.

Example:

If 2% of the 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.
- The 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.

**VACATION**

To be eligible for paid vacation, employees must work in a scheduled position for 260 days per year and at least 20 hours per week.

Non-Affiliated Employees who work 260 days:

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

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 the 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.

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 part-time. 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.

## **ESST (Earned Sick and Safe Time)**

### *ESST Usages*

Employees can use sick leave for the following reasons, noting that this is new legislation and future changes to the legislation will be adhered to by the district and reflected in this handbook:

- The employee's mental or physical illness, treatment or preventive care;
- A family member's mental or physical illness, treatment or preventive care;
- Absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- Closure of the teacher's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency;
- When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease;

Employees may also use sick leave for reasons listed above for the following individuals:

1. Their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. Their spouse or registered domestic partner;
3. Their sibling, stepsibling or foster sibling;
4. Their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. Their grandchild, foster grandchild or step-grandchild;
6. Their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. A sibling of the parents of the employee;
9. A child-in-law or sibling-in-law;
10. Any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. Up to one individual annually designated by the employee.

#### *ESST Accrual and Parameters*

- Employees will receive 12 days of ESST.
- ESST allotments are pro-rated for employees who begin employment after July 1, and end employment prior to June 30 or are on an unpaid leave of absence for any portion of the year.
- Days of ESST leave shall be credited in July when the fiscal year starts.
- The School District may require an employee to furnish documentation to qualify for ESST pay. If documentation is required, the employee will be advised. However, the final determination as to an employee's eligibility for ESST is reserved for the School District.
- 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.

### Maternal/Paternal/Adoption Leave:

Upon the birth or adoption of a child, an employee may elect to use accumulated sick leave and be absent from duty for a period not to exceed twelve (12) weeks as allowed by FMLA.

- An employee shall provide a statement from the attending physician indicating the estimated date of the child's delivery at the time of the requested childcare leave.
- The use of accumulated sick leave shall begin no later than the day of delivery or placement of adoption.
- Accumulated sick leave can only be used within the disability period, which is determined through the medical certification form process.

### **HOLIDAYS**

There are twelve 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, Juneteenth, and Independence Day (only for employees who work 260 days/year).
- The holidays for employees who work between 175 and 209 days are 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, an employee may use up to five days of non-accumulative paid leave to attend or arrange 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, an employee may use up to one day of leave, non-accumulative, to attend or arrange 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. The 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**

The immediate supervisor must approve attendance at professional meetings and reimbursement for professional memberships based on the department's needs and 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, with \$75,000 of coverage. 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's contribution to health, hospitalization, and dental insurance benefits will be based on language 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.

### **Health Savings Account Contribution**

The District shall contribute to each qualifying member an annual deposit of \$600 for each employee working 260 days per year or \$400 for each employee working less than 260 days per year.

## **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 A1, A2 and A3 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 the 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 \$2,100.00 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 they reach Medicare eligibility or as State law allows.