



# **NON-AFFILIATED HANDBOOK NON-EXEMPT NURSE, SUCCESS COACH, STUDENT SUPPORT, ABE NAVIGATOR**

Effective July 1, 2024

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## **EMPLOYMENT GUIDELINES FOR NON-AFFILIATED NON-EXEMPT EMPLOYEES**

*Effective July 1, 2024*

These guidelines cover current personnel procedures/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 492, we know that it does not cover every situation that might arise.**

District policies and regulations (see your supervisor) are resources for employees needing additional 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 ***Employment Guidelines 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 without cause. No provision in the ***Employment Guidelines for Non-Affiliated Employees*** is intended 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, modified, revoked, suspended or terminated in whole or in part, at any time, as the Employer shall see fit. If there are specific differences between the employee's individual contract or policy and this reference guide, the individual contract or policy will generally prevail. If you are not sure whether the contract or this reference guide covers a certain issue, please consult with Human Resources.

### **DEFINITIONS**

#### **Full Time Employment**

Full-time Employees shall be defined as those Employees regularly scheduled for forty (40) hours per week, eight (8) hours per day, for 52 weeks per year.

#### **Full Time School Year Employment**

Full-time *School Year Employees* shall be defined as those Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year.

#### **Part Time Employment**

Part-time Employees shall be defined as those Employees regularly scheduled for less than thirty (30) hours per week.

#### **Work Schedule**

A regular work week for employees shall consist of five (5) days per week, eight (8) hours per day, and 40 hours per week. All employees will be assigned starting time and work schedules by the Employer, with a minimum of one-half (1/2) hour unpaid lunch period and a fifteen (15) minute paid rest period in the morning and in the afternoon.

Part Time Employees working four (4) hours or more per day shall be entitled to: one fifteen (15) minute rest period. Employees working six (6) hours or more per day shall be entitled to: One (1) fifteen (15) minute rest period and one (1) unpaid 30-minute lunch period.

### **HOURS OF SERVICE AND DUTY YEAR**

#### **Basic Work Week**

The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

**Basic Work Year**

Employees working less than twelve (12) months will observe a work year in accordance with job requirements and/or supervisor direction. Employees must work at least 210 days to be considered a ten-month employee. Eleven-month employees must work at least 230 days.

**Part-time Employees**

The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

**Shifts and Starting Times**

All employees will be assigned starting times and shifts as determined by the School District.

**Lunch Period**

Full-time employees shall be provided a duty-free lunch period of thirty (30) minutes.

**LEAVES OF ABSENCE****Sick Leave**Earning

A full-time employee shall earn one (1) day of sick leave each month of employment by the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Accumulation

Unused sick leave days may accumulate to a maximum of one hundred (100) days of sick leave per employee.

Use

Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability that prevented the employee's attendance at school and performance of duties on that day or days. Also, an employee may use his/her accumulated sick leave for family members, pursuant to M.S. 181.9413, and the School District will limit such use of sick leave as provided in the statute.

Medical Certificate

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Deduction

Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Approval

Sick leave pay may be approved only upon the employee's submission of an absence input electronically (Frontline Absence Management/AESOP) upon an immediate sick leave request or in advance (i.e. medical appointment).

**Workers' Compensation**

Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Bereavement Leave**

In the event of death in the immediate family (spouse, child, father, mother, father-in-law, mother-in-law, step-parent, sister, brother, step sibling, son-in-law, daughter-in-law, step-child, grandparents, or grandchildren), the employee may be allowed up to a maximum of five (5) days absence.

In the event of death in the extended family (aunt, uncle, niece, nephew, brother-in-law, sister-in-law or grandparent-in-law) the employee may be allowed up to a maximum of two (2) days absence.

The total yearly maximum shall not exceed fifteen (15) days. This right shall have no accumulation privileges. In extenuating circumstances, the Superintendent or his designee may grant leave in excess of five (5) days in the case of immediate family and in excess of two (2) days in the case of extended family. In extenuating circumstances, the Superintendent or his designee may grant leave with pay in excess of fifteen (15) days.

### **Family and Medical Leave (FMLA)**

FMLA leave shall be granted pursuant to applicable law.

### **Jury Service**

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

### **Military Leave**

Military leave shall be granted pursuant to applicable law.

### **Emergency School Closing**

In the event that school is closed due to inclement weather, or other emergencies, employees are to report to work. Employees will be allocated 2 emergency school closing days. Emergency School closing allocation will be used for the first two days that the employee does not report to work. Unused emergency days shall not accumulate, nor will unused days be paid out at the end of the school year. If the two (2) paid school closing allocation days are used and you choose not to report to work on any future closed school days, you may use a personal day or a miscellaneous unpaid leave day. Please report such absence in AEOSP.

### **Personal Leave**

#### Earning

A full-time employee shall earn two (2) day of personal leave per year.

#### Accumulation

Personal leave shall not accrue from year to year.

#### Use

Personal leave is intended to be used to conduct business that cannot be done outside the school day.

### **Leave of Absence Without Pay**

Requests for leaves of absence without pay may be granted only at the discretion of the Superintendent.

### **Credit**

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave began. No credit shall accrue for the period of time that an employee was on unpaid leave.

## HOLIDAYS

### Full Time School Year Employees

Full-time *School Year Employees* working 192 days or more regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year shall receive the following holidays, provided the Employee is regularly scheduled to work during the week of the holiday:

January 1	Labor Day	December 25
Good Friday	Thanksgiving Day	Floating Holiday
Memorial Day	Thanksgiving Friday	

### Part Time School Year Employees

Part-time *School Year Employees* working less than 192 days shall receive the following holidays, provided the Employee is regularly scheduled to work during the week of the holiday:

January 1	Thanksgiving Day	December 25
Floating Holiday		

### Weekends

Any holiday that falls during a weekend will be observed on a day established by the School District.

### School in Session

The School District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1. above and establish another holiday in lieu thereof. Any legal holiday or any holiday that falls within an employee's vacation period shall not be counted as a vacation day.

### Application

In order to be eligible for holiday pay, an employee must work a regular work day the day before and the day after the holiday unless on an excused leave or on vacation.

## GROUP INSURANCE

### Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

### Health and Hospitalization Insurance – Single Coverage LOW DEDUCTIBLE

The School District shall contribute a sum not to exceed Ninety (90%) percent per month toward the premium for individual coverage for each full-time and full-time school year employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

### Health and Hospitalization Insurance – Single Coverage HIGH DEDUCTIBLE

The School District shall contribute a sum not to exceed One Hundred (100%) percent per month toward the premium for individual coverage for each full-time and full-time school year employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Annual employer contribution to the HSA (Health Savings Account) not to exceed 50% of the annual deductible.

### Dental Coverage

The School District shall contribute a sum not to exceed \$25.00 per month toward the premium for single coverage for each full-time and full-time school year employee employed by the School District who qualifies.

### Long-Term Disability and Life Insurance

The School District shall contribute the full premium toward an income protection plan for full-time and full-time

school year employee. The employer will pay 100% of the cost of group term life insurance with a face value of \$35,000 for each full-time employee and each full-time school year employee regularly scheduled for a minimum of thirty (30) hours per or more per week throughout the school year.

**Claims Against the School District**

The School District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Duration of Insurance Contributions**

An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District’s group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

**Eligibility**

Full benefits provided in this article are designed for employees who are employed an average of at least thirty (30) hours per week. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

**403(B) MATCHING CONTRIBUTION PLAN**

**Eligibility**

Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who is employed an average of at least thirty (30) hours per week pursuant to the provisions of this article.

**Amount of School District Contribution**

Full-time Employees

Full-time, eligible employees shall be eligible for an annual School District matching contribution of \$750.

Part-time Employees

Eligible part-time employees shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Year of Service: For purposes of this section, a year of service in the School District means working a full academic year.

**Vendors**

Participation in the benefits of this article is limited only to employees who select one (1) of Austin Public Schools approved vendors. For a complete list of vendors, contact the benefits specialist.

**Notice of Participation**

To be eligible for the provisions of this article, an employee must notify the School District, in writing, of the employee’s intention to participate in this matching program and the amount of the employee’s contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the School District, in writing, otherwise.

**Payment**

The employee’s contribution shall be made by payroll deduction.

**Unpaid Leave**

An employee on unpaid leave may not participate in the provisions of this article.

**Applicable Statutes**

The provisions of this article are subject to all limitations relating to such plans as provided by law.

**PROBATIONARY PERIOD**

All Employees are on probation for the first twelve (12) months of their employment and may be dismissed any time within this period without any notice.

After the probationary term of employment, an Employee will be given one week notice before separation from employment by the Employer for any reason, except in cases where due cause may justify immediate separation.

**PERSONNEL RECORD**

Each Employee shall have only one (1) personnel file. Upon request, any Employee shall be shown the file without any charge. The Employee shall be provided copies of any material contained in their personnel file upon request. The cost of providing copies shall be borne by the Employee.

**DISCIPLINE**

The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge.

**RATE OF PAY**

Rate of Pay will be determined and included in your individual yearly Offer of Employment. During the term of this contract, the annual salary may be modified but shall not be reduced.

**Wage Matrix 2024-2026**

DBM Rating 2024-2025	Salary Range
B22 Success Coach	\$19.00 - \$26.98
B23 Student Support	\$20.00 - \$28.01
B23 Nurse LPN	\$20.00 - \$28.01
B31 Nurse RN	\$22.00 - \$31.13

DBM Rating 2025-2026	Salary Range
B22 Success Coach	\$19.00 - \$27.99
B23 Student Support	\$20.00 - \$29.06
B23 Nurse LPN	\$20.00 - \$29.06
B31 Nurse RN	\$22.00 - \$32.30