



TWIN CITIES  
INTERNATIONAL  
SCHOOLS

*2024-2025*  
*Employee Handbook*

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## **ADMINISTRATION PHILOSOPHY**

*Twin Cities International Schools* (referred to as TCIS) pledges that to the best of our abilities and efforts, the following principles will govern our actions with employees and students.

*TCIS* employees and students' welfare is very important to the success of our organization. Every employee is considered a member of our team. The success of our School and the children is built on the recognition of the skills and efforts made by each staff member. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect.

The administration of *Twin Cities International Schools* will work continually for the benefit of our staff, students, parent(s) or guardian(s), and our community.

General conditions such as safety, cleanliness, and employee accommodations will be evaluated periodically for possible improvement and will always compare favorably with good industry practice. We will be pleased to meet with any employee to discuss suggested improvements in working conditions.

We will devote our best effort to conducting a well run School system that creates an atmosphere of harmony for the staff, students, parent(s) or guardian(s) and the community and provides positive role models to the children.

# SECTION I INTRODUCTION

## 1.0 Foreword

We believe in keeping employees fully informed about *Twin Cities International Schools*, its policies, procedures, practices, and benefits, what employees can expect from the Schools and the obligations assumed as an employee of *Twin Cities International Schools*. This practice is designed to provide fair treatment for employees. All employees are expected to become familiar with the policies, procedures, practices, and benefits of *Twin Cities International Schools*. This handbook is intended to provide employees with this information. The policies and practices described in this handbook reflect a great deal of concern for the people who make it possible for *Twin Cities International Schools* to exist . . . **its employees.**

Nothing contained in this handbook is intended to create a contract (express or implied), or otherwise to create legally enforceable obligations on the part of the *Twin Cities International Schools* or its employees.

Because *Twin Cities International Schools* is a growing, changing organization, administration reserves full discretion to add, modify, or delete provisions of this handbook at any time without advance notice. For this reason, employees should check with the administration to obtain current information regarding the status of any particular policy, procedure, or practice. No individual other than the School Director's and/or Board of Directors of *Twin Cities International Schools* has the authority to enter into an employment agreement or any agreement that modifies the School policy. Any such modification must be in writing and must be signed by the Directors of *Twin Cities International Schools* and approved by the Board.

All employment at *Twin Cities International Schools* is *at will*. No one other than the School Directors and Board of Directors of *Twin Cities International Schools* has the authority to alter this policy for a specified period of time, or to make any agreement contrary to this policy. Any alterations and any such agreement must be in writing and must be signed by the Director's and approved by the Board of Directors of *Twin Cities International Schools*.

Descriptions of various fringe benefits (such as group insurance) are only summaries. Should the descriptions in this handbook differ with any formal agreement or document involved, the formal agreement or document shall be considered correct.

**The policies and procedures described herein supersedes all prior policies and procedures.**

## 1.1 AUTHORIZATION AND DISTRIBUTION OF HANDBOOK

*Twin Cities International Schools Employee Information Handbook* is available to all personnel in the School. It may not be distributed to companies or non-personnel of *Twin Cities International Schools* without the approval of administration or as required by law.

# TWIN CITIES INTERNATIONAL SCHOOLS

## 1.2 MISSION STATEMENT

*Twin Cities International Schools* will prepare all students for future success in both school and life. With a rigorous standards based curriculum that challenges every student, we hold our community to high expectations in the pursuit of excellence. We help our students persevere and overcome obstacles that may get in their way. Through involvement in the community our students develop the character traits needed to become active and engaged citizens who will be ready to meet dynamic global challenges.

## 1.3 VISION STATEMENT

*Twin Cities International Schools* (TCIS) recognizes that all children are unique and bring their special qualities with them as students. We welcome and value students from all cultures and embrace the background, skills, knowledge and creativity each brings, while allowing them to retain their unique cultural heritage. TCIS works as a community to provide a safe, supportive, engaging and collaborative learning environment. Working together with students, parents, teachers and staff, TCIS prepares students for a lifelong love of learning and academic success.

## 1.4 ORGANIZATIONAL BACKGROUND AND GOALS

*Twin Cities International Schools* (TCIS) was established on July 1st, 2018 as a result of *Twin Cities International Elementary School* (TIES) merging with *Minnesota International Middle School* (MIMS) to become one K-8 school district. In 2001, MIMS and TIES were formed in response to the East African community's desire to have smaller class sizes. East Africans, mostly Somali and Oromo, are the fastest growing population in Minnesota – the Twin Cities community alone is estimated at 60,000 – 70,000 and this influx shows no sign of abating. Over the last decade, the number of Somali students in the Minneapolis public schools has tripled and large urban School districts throughout the Twin Cities region have struggled to address the needs and challenges of this new community.

MIMS and TIES were opened in the fall of 2001 to provide best-practice ESL instruction (English as a Second Language) in an American School environment. The curriculum of the School relies upon research-based academic programs with nationally proven track records which are all oriented toward enabling students to master the English language and other areas crucial for leading positive, active lives as United States citizens. The learning environment, however, is as important as the materials being taught. Members of the East African community are in each classroom as teaching assistants, acting as tutors, counselors, interpreters, and providing a vital link to the community.

The success of the School is evident in many areas. Both MIMS and TIES have operated at maximum enrollment for over 15 years. The acquisition of a new building site in October 2003 allowed the School to double its student enrollment from the previous year. The School also has an uncharacteristically high attendance rate of 95%, contradicting National statistics for students identified in urban settings. MIMS and TIES have already been acclaimed by the educational field as a model for ESL practices, which will continue as *Twin Cities International Schools*. These successes are only possible with strong community and parental involvement. The past years have illustrated that such collaboration and involvement have effectively worked to provide the best possible education for East African children in the Twin Cities metropolitan area. TCIS currently has over 1,000 students attending the School.

## SECTION II

### EMPLOYMENT POLICY AND PROCEDURES

#### 2.0 EMPLOYEE CONTRACT/HANDBOOK IMPACT

Notwithstanding anything addressed in this handbook, contract specific language may take precedent.

#### 2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY

*Twin Cities International Schools* hereby affirms its conviction that all persons are entitled to equal employment opportunities, and for no reason will applicants for employment or employees be discriminated against on the basis of their race, color, creed, religion, age, national origin or ancestry, sex, sexual orientation, disability, veteran status, marital status, status with regard to public assistance, or activities in a local commission. In addition, we hereby declare that the School policy of non-discrimination shall prevail throughout every aspect of the employment relationship, including recruitment, selection, placement, training, compensation, promotion, transfer, layoff, recall, discipline, and termination.

In addition, *Twin Cities International Schools* does not discriminate against any substitute teacher or independent contractor in work assignments for the School.

Further, we will not retaliate against anyone who has opposed employment practices, which may be illegal under the equal opportunity affirmative action laws, because they have testified or participated in any proceeding relating to the unlawful discrimination or harassment.

Any employee who is found to have violated any of these policies will be subject to disciplinary action, up to and including discharge. Employees who believe they have been subjected to discrimination or harassment must contact the Director or Board Chair of *Twin Cities International Schools* directly. The School cannot investigate and take appropriate action against or be responsible for the unlawful conduct unless notified/contacted.

#### 2.2 COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY POLICY

*Twin Cities International Schools* was built upon teamwork and equal opportunity. We will continue to be successful when people are treated fairly and allowed to advance and achieve their full potential. We are proud of the fact that we extend equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, national origin, disability or other conditions protected by law. Disabilities requiring accommodation will be reasonably accommodated as required by law.

We work hard at *Twin Cities International Schools* to promote the fulfillment of human potential and equal employment. We will take action to ensure that all qualified protected class individuals are given the opportunity to know of openings, are encouraged to seek promotions, are considered for promotion opportunities and, when qualified, are hired or promoted.

All phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities and participation in all Schools-sponsored activities, will be administered so as to further the principle of equal employment opportunity.

### 2.3 **EMPLOYMENT PROVISIONS OF THE *AMERICANS WITH DISABILITIES ACT (ADA)***

Title I of the *Americans with Disabilities Act* prohibits discrimination in any terms or conditions of employment for qualified individuals with a disability.

The *Americans with Disabilities Act* requires that employment decisions be based on the ability of a person to perform the essential functions of a job and not the person's disability or limitations.

Further, it requires administration to reasonably accommodate individuals with disabilities when necessary.

To comply with the employment provisions of the *Americans with Disabilities Act*, *Twin Cities International Schools* will:

- Identify the essential functions of a job,
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and,
- Determine whether a reasonable accommodation can be made for a qualified individual.
- Employees requiring reasonable accommodations should contact the ADA Coordinator.

### 2.4 **HARASSMENT POLICY AND PROCEDURES**

The policy of *Twin Cities International Schools* is to ensure and maintain a working environment free of all forms of harassment, intimidation, coercion, violence or any form of harassment that creates a hostile work environment. Administration will ensure that all supervisors and other personnel carry out this policy. No applicants, employees, students, administrators, board members, subcontractors, or volunteers will be harassed or intimidated based on race, color, creed, religion, age, national origin, sex, sexual orientation, disability, marital status, status with regard to public assistance, or activities in a local commission. Any individuals who are found to have violated any of these policies will be subject to disciplinary action, up to and including discharge.

Harassment includes, but is not limited to:

**Verbal harassment**, such as making a joke, derogatory comment, epithets, vulgar or profane words and expressions, slurs that refer to a certain ethnic group, race, sex, nationality, age, disability, sexual orientation, religion, or belief, marital status, status with regard to public assistance, or activities in a local commission;

**Physical harassment**, such as assault and blocking, threats or acts of violence, intent to inflict bodily harm, impairing or otherwise physically interfering with an individual's normal work or movement;



**Visual forms of harassment**, such as derogatory posters, cartoons, drawings; or

**Sexual harassment**, such as unwelcome sexual advances or requests for sexual favors, verbal, visual, or physical conduct of a sexual nature. These acts may consist of name calling, obscene jokes, sexually suggestive comments or insulting sounds; graphic or verbal comments of a sexual nature about a person's anatomy; or displaying sexually suggestive objects, posters drawings or pictures.

**Cyber harassment refers** to online harassment. Cyber harassment or bullying is the use of email, instant messaging, and derogatory websites to bully or otherwise harass an individual or group through personal attacks. Cyber harassment can be in the form of flames, comments made in chat rooms, sending offensive or cruel e-mail, or even harassing others by posting on blogs or social networking sites.

## **REPORTING PROCEDURES**

Any person who believes he or she has been the victim of religious, racial, sexual harassment, or violence by a student, parent(s) or guardian(s), employee, Administrator, Board member, subcontractor, or vendor should report the alleged acts immediately to an appropriate School official designated by this policy. The Schools encourage the reporting party or complainant to use the report form available from the Director of the School or available from the School office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the School human rights officer or Director's. The School Board has also adopted a Communication Policy to address reporting procedures.

A Director is the person responsible for receiving oral or written reports of religious, racial, sexual harassment or violence at the building level. Any School personnel who receives a report shall inform the Director(s) immediately.

Upon receipt of a report, a Director must notify the School Board chair. A written statement of the alleged facts will be prepared as soon as practicable by the Director. If the report was given verbally, the director shall personally reduce it to a written form within 24 hours. If the complaint involves the Director, the complaint shall be made or filed directly with the School Board chair.

The Board hereby designated the Director as the School human rights officer(s) to receive reports or complaints. If the complaint involves the Director, the complaint shall be filed directly with the Board chair.

The School shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

All complaints of harassment will be investigated promptly and where necessary, corrective action will be taken. Any investigation of such complaints will be treated as confidentially as possible. No individual will be punished or suffer any adverse action as a result of bringing any good faith harassment complaint to the Schools attention.

Use of formal reporting forms is not mandatory.

Any supervisor, administration, Board member, staff member, parent(s) or guardian(s), student, vendor, or any other person in connection with your employment who is found to have engaged

in harassment or retaliation against an employee for exercising rights protected by this policy will be subject to appropriate discipline, up to, and including discharge.

The School will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Schools legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations.

The School cannot investigate and take appropriate action unless the appropriate individuals have been directly advised in detail of all incidents believed to be unlawful harassment. Failure to notify the appropriate personnel will delay or preclude any responsibility of *Twin Cities International Schools* to take appropriate action or be responsible for unlawful conduct.

## **INVESTIGATION**

By authority of the School Board, the human rights officer, upon receipt of a report or complaint alleging religious, racial, sexual harassment, violence, or any form of harassment that creates a hostile work environment, shall immediately undertake or authorize an investigation. The investigation may be conducted by School officials or by a third party designated by the School.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In determining whether alleged conduct constitutes a violation of this policy, the School should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred. Whether a particular action or incident constitutes a violation of this policy, and requires a determination based on all of the facts and surrounding circumstances.

The investigation will be completed as soon as practicable. The director shall make a written report to the School Board chair upon completion of the investigation. If the complaint involves the director, the report may be filed directly with the School Board chair. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **SCHOOL ACTION**

Upon receipt of a report, the School will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, or termination. School action taken for violation of this policy will be consistent with the requirements of applicable Minnesota and federal law and Board and School policies.

The results of the School investigation of each complaint filed under these procedures will be reported in writing to the complainant by the School in accordance with the Privacy Act of 1974.

## **REPRISAL**

The School will discipline or take appropriate action against any student, parent(s) or guardian(s), staff member, administrator, Board member, subcontractor, vendor, or volunteer who

retaliates against any person who makes a good faith report for alleged religious, racial, sexual harassment, acts of violence, or any action(s) that creates a hostile work environment, or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

## **RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

### **2.5 HARASSMENT OF VIOLENCE AS ABUSE**

Under certain circumstances, alleged harassment or violence may be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. 626.556 may be applicable.

Nothing in this policy will prohibit the School from taking immediate action to protect the victims of alleged harassment, violence, or abuse.

### **2.6 ORIENTATION**

Each year when the School term resumes all employees will receive a day of orientation that will provide information such as benefits, job duties, and areas of responsibility, policies and procedures. This is a time to change or adjust personal information, benefits, or to get any of your questions answered. A copy of the *Employee Information Handbook* will be made available to each employee to read and review.

After reviewing the handbook, each employee will be required to sign an Acknowledgement of Receipt and Understanding. The signed/witnessed copy of the *Acknowledgement of Receipt and Understanding* will become part of the employee's personnel file.

The *Employee Information Handbook* is the property of *Twin Cities International Schools* and information contained within cannot be shared without the authorization of the Director(s).

### **2.7 EVALUATION PERIOD**

*Twin Cities International Schools* believes the employee is given an opportunity to evaluate whether their progress and the employment relationship should continue. Evaluations are done according to a scheduled evaluation process in alignment with MN State Statute 122A.40 (Subd. 8) for licensed professionals employed by the school. All non-licensed employee evaluations will be done on an annual or as needed basis.

The completion of the evaluation should not be considered a guarantee of full-time employment or an increase of wage. *Twin Cities International Schools* evaluates employees on a continuing basis to review performance standards, rules of conduct, and adherence to the philosophy and beliefs of *Twin Cities International Schools*.

## 2.8 ATTENDANCE (see sections IV 4.0-4.12 for more information)

Regular and on-time attendance is expected for efficient operations at *Twin Cities International Schools*. Excessive absenteeism and tardiness is not only inconvenient but also causes costly problems and affects team morale. While it is recognized that an occasional illness or extenuating personal reasons may cause unavoidable tardiness or absence from work, regular on-time attendance is required for continued employment.

**Employees must contact the designated contact person directly** to report any absence or lateness prior to their starting time so that arrangements can be made to redistribute the work, if necessary.

**Unacceptable attendance, tardiness, or unexcused absences are subject to disciplinary action.**

If an employee is absent from work without informing administration, it will be assumed that the employee voluntarily resigned and employment will be considered terminated as of the last day worked by the employee.

## 2.9 EMPLOYEE CONCERNS

*Twin Cities International Schools* believes in open communication. If an employee has a suggestion or concern, the administration wants to know about it. In most cases, an employee will get satisfaction by discussing the matter with the Director. However, the School recognizes that not all complaints will be satisfactorily resolved between an employee and the Director. See board approved Communication Policy.

For complaints, which cannot be resolved informally, the following procedure has been established to ensure a fair and impartial review. All complaints will be given prompt and objective consideration in an atmosphere of mutual assistance.

This complaint reporting procedure does not apply directly to complaints of harassment which are more specifically discussed in *Harassment Policies and Procedures*.

## 2.10 PERSONNEL FILES

*Twin Cities International Schools* will maintain a file on each employee. An employee's personnel file begins with his/her completed employment application form. From time to time, various information will be added to this personnel file regarding an individual's employment status with the School. Personnel files are the property of *Twin Cities International Schools* and will be treated the same as any other confidential School information.

The following provisions apply with respect to the Schools standards for establishing, maintaining and handling employee personnel files:

- All official records concerning an employee will be kept up-to-date, insofar as possible, and all employees shall promptly report all pertinent personal information and data changes to administration.
- Employees will be permitted to review their personnel files and annually request a free copy in writing, (if desired) as permitted by applicable laws.
- The personnel file of an employee terminating employment will be maintained in accordance with applicable state and federal laws.

Employee personnel files may include the following:

- Offers of employment
- Teacher contracts
- Job Description
- Performance appraisal reports
- Disciplinary action notices
- Special commendation information
- Educational achievement records
- Status changes affecting employee's work and salary history
- Payroll information
- Transcripts/Licenses
- Benefit information
- Other relevant documents as determined by the HR Department & School Director

Employees may request to review their personnel file provided the following provisions apply:

- If an employee makes a request to review their personnel file, the Director and/or HR Generalist will have the responsibility of coordinating that review within 10 business days of the formal request being received.
- The Director and/or HR Generalist must be present while the employee reviews his/her personnel file.
- The employee may take notes, but may not remove, deface, or otherwise make notations on the documents in his/her personnel file.
- Upon a written request from the employee, the School will provide a copy of any item(s) in the employee's personnel file.

All information in employee personnel files is considered confidential. This information will only be available to the employee, senior administration personnel, supervisors or supervisors who are responsible for the employee and appropriate professional advisors, or consultants to the Schools on a “need to know basis”.

## 2.11 SOCIAL SECURITY

The cost of Social Security is shared between employees and the School. For every dollar an employee puts into Social Security, *Twin Cities International Schools* matches that dollar.

Social Security provides benefits for employees and their families as specified by law in the event of retirement, hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death. Contact the local Social Security Office for details.

## 2.12 UNEMPLOYMENT COMPENSATION

Unemployment compensation is another form of insurance, which is paid for entirely by *Twin Cities International Schools*. Unemployment compensation helps employees meet a loss of income resulting from unemployment beyond their control by paying certain benefits while they are out of work. This form of protection is in addition to group insurance, Social Security, and Workers' Compensation.

## 2.13 RULES OF CONDUCT

It is the policy of *Twin Cities International Schools* to expect all employees to abide by certain work rules and display professional conduct at all times. The regulations governing employee conduct and responsibilities have been established in the best interest of the School, its employees, students, and community. In addition, all staff are expected to follow the MN Code of Ethics for Teachers.

Accordingly, a violation of these regulations constitutes misconduct on the part of the employee and appropriate disciplinary action will be initiated. **These rules are guidelines only and are not all-inclusive.** Disciplinary action may include, but is not limited to, verbal reprimand, written notice, and suspension from work with or without pay, and immediate termination of employment. Administration reserves the right to terminate or discipline any employee of *Twin Cities International Schools* it considers necessary and is based on individual circumstances.

## 2.14 POLICIES ON MISCONDUCT

All organizations face the risks that come from misconduct. As with all business exposures, we must be prepared to manage these risks and their potential impact in a professional manner.

Our goal is to establish and maintain an environment of fairness, ethics, and honesty for our staff, students, vendors, and the community. To maintain such an environment requires the active assistance of every staff member every day.

Our Schools are committed to the deterrence, detection and correction of misconduct. The discovery, reporting, and documentation of such acts provides a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal where appropriate, the referral to law enforcement agencies when warranted by the facts, and the recovery of assets.

The purpose of these policies is to communicate to the staff the definitions of misconduct and the specific instructions for investigation and action in case of suspected violations.

## 2.15 EXAMPLES OF MISCONDUCT

The following are only examples of misconduct for which an employee may be subject to discipline up to and including termination. These examples do not constitute a complete list of the circumstances for which discipline will be warranted.

- Absenteeism that exceeds accrued sick time (10 days per school term) with the exception of any leave protected by law.
- Excessive tardiness per school term as deemed by School Administration.
- Falsification of any records or reports i.e., absence from work, claim pertaining to injuries occurring on Schools premises, claims for any benefits provided by the Schools, communications or records including personnel and production records. Forgery or alteration of documents.
- Violation of the School's "Technology and Internet Acceptable Use Policy."
- Fraud and other unlawful acts.
- Restricting output, or persuading others to do so, or promoting, encouraging, agitating, engaging in or supporting suspension of work, slowdowns or any other interruptions of production.
- Sabotage or subversive activity of any kind.

- Misuse or removal from the premises, without authorization, of any of the Schools property or possession of any property removed from the Schools premises without proper authorization.
- Being under the influence of, having in possession, transporting, selling, or promoting alcohol, any intoxicant, any narcotic, any barbiturate, any amphetamine, any hallucinogen, or any other stimulating or depressing drug during the course of the workday or on Schools premises at any time.
- Fighting or other unacceptable conduct while on the Schools premise. Violence, threats of violence, or attempts at physical violence while on the job.
- TWIN CITIES INTERNATIONAL SCHOOLS BANS weapons from its premises. (Refer to Weapons Policy)
- Willful abuse or deliberate destruction of School property, tools or equipment, or of any property on the School premises.
- Gross insubordination: Defined as “a willful and deliberate refusal to follow reasonable orders given by the Director or member of the administration.”
- Violation of the School’s Equal Employment Opportunity Policy or Policy on Harassment.
- Sleeping on the School's time.
- Gaining unauthorized access to the School’s records and files.
- Failure to immediately report to administration any work related injury or accident.
- Refusal to perform duties in the job description or continuous performance of substandard work both in quality and quantity after having been instructed in proper procedure and technique.
- Idle gossip or dissemination of confidential information within the Schools without a business needs to know, such as personal, business, or financial information.
- Engaging in horseplay, practical jokes, gambling, selling merchandise, solicitation, or general loitering while on the School property.
- Using profane language on School property, which in administration's opinion, is offensive to visitors, students, and other staff members.
- Planning, directing, encouraging, or aiding any students to engage in hazing activities.
- Failure to follow School policies and procedures or acts which violate the Schools mission or core values.
- Open discussion of salary of employees.

The Schools specifically prohibit these and any other illegal activities in the actions of its staff, board members, volunteers and other individuals responsible for carrying out the Schools activities.

## **2.16 REPORTING PROCEDURES**

It is the responsibility of every employee, Director, administration, and Board member to immediately report suspected misconduct or dishonesty to the Director of the School. Anonymous reports to the director are acceptable. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.

## **2.17 REDUCTION OF WORKFORCE**

In the event that a reduction in the Schools workforce becomes necessary once the school year begins, administration will determine the number of employees needed to perform the available work. In determining those employees to be retained, consideration will be given to the quality

of each employee's past performance, the need for the position held by the employee, and with all other factors being equal, the length of service of each employee.

If feasible, but not as a vested right, employees subject to termination will be given a notice prior to the anticipated termination. Upon such termination, all accrued but unused sick time up to five days and any unused banked days will be paid in full at the rate of \$100.00 per day and applicable insurance benefits will be extended under Section 10002 (d) of COBRA.

### SECTION III WAGES AND BENEFITS

#### 3.0 EMPLOYMENT STATUS

Employment status is divided into the following categories for the purpose of compensation and benefits. Some School policies and benefits may apply differently to employees hired in different categories. The term "eligible employee(s)" refers to full-time employee(s) unless otherwise designated. Each employee will be advised of the status of his/her position when he/she is hired.

- Full-time - Employees hired full time (30 hours or more) per week for a School term or per year are considered full-time employees for all compensation and benefit purposes.
- Part-time - Employees whose work schedule is less than full-time (less than 30 hours) per week for a School term or per year are considered part-time employees for all compensation and benefit purposes. Part-time employees are eligible for some benefits by specific reference only.
- Non-exempt (hourly/salaried employees) - Non-exempt or salaried employees are expected to confine their work to the normal workday and workweek unless overtime is authorized in advance by the supervisor. Non-exempt/salaried employees will be paid an hourly or semi-monthly wage and overtime at one and a half (1 ½ times) their rate for all authorized hours in excess of the forty (40) per week. Pay for sick time not actually worked is not considered when computing overtime.
- Exempt - Employees who are employed in an administrative, executive, or professional category are specifically exempted from the Federal Wage and Hour Law. The hours worked by these exempt employees are often irregular and begin and end outside the normal workday. Therefore, exempt employees are excluded from the overtime provisions of the Federal Wage and Hour Law and do not receive overtime pay.
- Class 1 (for purposes of school funded Life Insurance, AD&D, Short & Long Term Disability) – Employee’s making a salary of at least \$50,000 annually based on the employee’s contract year.
- Class II (for purposes of school funded Life Insurance, AD&D, Short & Long Term Disability) – Employee’s making a salary of less than \$50,000 annually based on the employee’s contract year.

#### 3.1 CORE WORK HOURS

The School defined work week for full-time employees is as follows\*\*:

	<b>Licensed Staff*</b>
<b>Monday</b>	<b>7:00am-3:45pm</b>
<b>Tuesday</b>	<b>7:00am-3:00pm</b>
<b>Wednesday</b>	<b>7:00am-4:00pm</b>
<b>Thursday</b>	<b>7:00am-3:00pm</b>
<b>Friday</b>	<b>7:00am-1:00pm</b>



*\*Staff are required to remain in the building in the event of late bus dismissal due to weather or other uncontrollable circumstances until dismissed by an administrator.*

*\*\* If the employee contract contains specific language regarding the hours of that position, those hours listed in the contract overrule the hours listed above, here in the Handbook.*

Each employee is expected to complete a normal workday and workweek. From time to time additional hours (such as Open House, Parent Teacher Conferences) may be required to meet the School's needs and are at the discretion of the Director and School Board of Directors. These hours may include evening meetings as defined in the employee handbook.

### **3.2 PAY PERIOD AND PAYMENT OF WAGES**

Twin Cities International Schools operates on a 24 pay period plan. The pay period is semi-monthly. Personnel are normally paid on the 15th and the 30th/31st of each month for work performed for the prior pay period. If payday falls on a weekend or holiday then the payday is the Friday before.

### **3.3 TIME RECORDS (see also section 4.2)**

Non-Exempt employees are required to log in their hours each day on a School Time Log. Administration will log any non-work time used. Human Resources will retain the time logs and turn them into payroll.

For any missed work time, employees are required to complete a Leave of Absence form upon returning to work in the event of an illness or unforeseen emergency. These forms are to be turned into Human Resources/Administration. In the event of personal time or vacation time requests for qualified employees, a Leave of Absence form should be completed no later than one-week prior to the absence. These forms are to be turned into Human Resources. Employees requesting personal, banked time usage, FMLA, or vacation time, will be notified if the leave is approved or denied.

Failure to report accurate time information may result in a loss of pay.

If an employee has a question concerning his/her time, he/she should discuss the matter with Human Resources and/or Administration.

### **3.4 PAYROLL INFORMATION**

Following the acceptance of employment, each new employee will be given federal and state tax forms to complete. The completed forms and information regarding starting pay, starting date and any other pay or benefit information will be forwarded to the payroll department. Any change in employee marital status, tax deductions, address, phone number, or other pertinent payroll information must be reported to the payroll department immediately.

The administration will meet twice a year in August and January to approve any new documentation such as licensures, certificates, or degrees that would modify an employee's salary. All documentation needs to be given to the Director before August 10<sup>th</sup> to reflect August 30<sup>th</sup>'s payroll or before January 1<sup>st</sup> to reflect the January 31<sup>st</sup> payroll. If documentation cannot be officially posted prior to the dates listed above, a letter from the university/agency stating that all requirements have been met and when the documents will be received can be submitted temporarily to facilitate the payroll change provided official documents will follow within a reasonable amount of time. If the school does not receive official documents within 60 days, the

salary increase will be reverted to the original salary. Future eligibility will not be available until the next salary increase eligibility window.

### **3.5 PAYROLL DEDUCTIONS FROM GROSS PAY**

The Schools will make arrangements for payroll deductions for the following:

- Federal income taxes
- State income taxes
- Social Security taxes
- Medicare taxes
- Past due taxes
- Garnishments (including child support), other court ordered wage deductions or tax Levies
- Employee's portion of group insurance premiums for coverage on eligible dependents
- Minnesota Teachers Retirement Association "TRA"
- Public Employee Retirement Account "PERA"
- Deduction under Flex Spending Account
- Health Benefits
- Dependent Care Assistance Plan

The employee must authorize any deductions (other than statutory deductions). No other deductions will be made unless specifically authorized in writing by the employee. Total deductions will be shown on the employee's paycheck stub. Questions regarding payroll deductions should be directed to the HR/payroll department.

### **3.6 ERROR IN PAY**

The Schools take precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify the payroll department. The Schools will make every attempt to adjust the error no later than the employee's next regular pay period.

### **3.7 GARNISHMENT OF WAGES**

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires the Schools to honor garnishment of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs. Garnishments are effective the first pay period after the garnishment is served.

### **3.8 DISTRIBUTION OF PAYCHECKS**

Paychecks will be disbursed in each employee's mailbox on payday. If an employee is absent on payday his/her paycheck will **NOT** be released to a third party. This policy protects both the employee and the Schools. Paychecks will be mailed to the employee during the summer months.

### **3.9 INSURANCE**

*Twin Cities International Schools* provides a well-balanced benefits program for eligible employees. These insurance programs become available on the 1st Day of the Month after hire date for all employees working 30+ hours per week.

At the present time, *Twin Cities International Schools* pays 100% of the employee's monthly premiums for short and long term disability, life insurance and accidental death and dismemberment. *Twin Cities International Schools* pays a portion (defined in the benefit booklet) of the employee health and dental insurance premiums. All other offered coverages are the responsibility of the employee.

Any questions concerning costs, benefits, and/or insurance claim information should be directed to Human Resources or information can be found in the annual benefit booklet.

*Twin Cities International Schools* or its insurers will review these benefits periodically to assure that they keep pace with area practice and are subject to change at any time. At this time medical and dental coverage are only available as a package.

### **3.10 MEDICAL INSURANCE**

*Twin Cities International Schools* pays a portion (defined in the benefit booklet) of the employee Health and Dental package insurance premiums. Any co-payments required under the medical plans are the responsibility of the employee. Please refer to your benefit package for details on plan coverage and copayments. If you have any questions, please contact Human Resources or refer to your annual benefit booklet.

### **3.11 DENTAL INSURANCE**

*Twin Cities International Schools* pays a portion (defined in the benefit booklet) of the employee Group Health and Dental insurance premiums. Any co-payments required under the medical plans are the responsibility of the employee. Please refer to your benefit package for details on plan coverage and copayments. If you have any questions, please contact Human Resources or refer to your annual benefit booklet.

### **3.12 DISABILITY INSURANCE**

*Twin Cities International Schools* provides you with short-term and long-term disability coverage through Standard Insurance. Short term disability reimburses your salary up to a maximum of \$750.00 per week for class II employees and \$1,750.00 per week for class I employees. Coverage begins on the 1st day of an accident or after the 8th calendar days for illness for a short term disability leave through 90 days. Long-term disability coverage begins after 90 days and covers 60% of salary after the disability occurs until retirement.

### **3.13 LIFE INSURANCE**

*Twin Cities International Schools* also provides you with life insurance, accidental death, and dismemberment insurance coverage. In the event of your death, your beneficiary will receive 100% of your annual salary. You must be active under this policy to receive these benefits.

### **3.14 PRE-TAX PREMIUM PLAN FOR INSURANCE PREMIUMS AND DEPENDENT ASSISTANCE CARE PLAN**

*Twin Cities International Schools* offer a Pre-Tax Premium Plan for any health care costs not covered under your medical insurance plan in addition to Dependent Care Flexible Spending Plan for expenses such as day care. Both plans reduce your taxable base so that taxes are lowered and your net pay is increased. These Pre-Tax plans are available immediately upon hire, there is no waiting period.

### **3.15 RETIREMENT SAVINGS PLANS**

At date of hire all employees are eligible to enroll in the following:

Teachers – Minnesota Teachers Retirement Association “TRA”. The employee contribution is 7.75% and *Twin Cities International Schools* match at 8.75% as of 07/01/2024.

Non-Teaching Staff – Public Employment Retirement Act “PERA”. The employee contribution is 6.5% and *Twin Cities International Schools* match at 7.5%.

### **3.16 HOLIDAYS**

*Twin Cities International Schools* recognizes the following holidays: Labor Day, Eid al-Fitr, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day, Eid Adha, Martin Luther King Jr. Day, President’s Day, Good Friday, and Memorial Day. Fourth of July is also recognized for employees on a year-round contract. In addition to the holidays listed above, the Board approved School Calendar also includes additional non-working days. Please refer to each School year’s calendar. The published school calendar takes precedent.

### **3.17 TUITION REIMBURSEMENT**

Tuition Reimbursement provides full-time Teachers and Educational Assistants assistance in the pursuit of any degree or certification that will enhance the employee’s ability to fulfill the requirements of his/her present position or to better prepare him/her to assume the responsibilities of a new position with *Twin Cities International Schools*.

In order to be eligible for reimbursement the employee needs to be a full-time employee at the start of the academic school year. The employee must also complete and submit the Request for Tuition Reimbursement Form to the Director. The Director will review and certify the course for which the employee is applying meets specified criteria. The request will be returned to the employee with a notation of approval or disapproval within 10 working days. If the request is not approved, an explanation will be included. Tuition reimbursement will be provided beginning in October of each current school year. The course(s) taken must be from accredited colleges and universities specializing in job or career-related education and training.

The maximum reimbursement for all courses of study will not exceed \$1,000.00 for Teachers and \$500.00 for Educational Assistants in an academic school year. Tuition reimbursement is prorated for employees who do not work the full school year.

Any courses taken from June 1 –August 31 must be pre-approved by the Director before June 1 of that year. Any employees who take courses without pre-approval may be denied tuition reimbursement.

*Twin Cities International Schools* will reimburse the employee upon receipt of a Request for Tuition Reimbursement and his/her Official Final Grade Report and receipt verifying the actual tuition paid. All grades and proof of payment must be submitted to the Director within 30 days of completing the course.

Tuition and eligible fees are not reimbursable when employees:

- 1) Receive duplicate or comparable fees from another institution or agency, grant, scholarship, Veterans' Education Benefit, or other financial aid; or
- 2) Voluntarily terminate employment, or are terminated for cause, prior to course completion, or
- 3) Have not received advance approval, particularly those associated with a degree program.

## SECTION IV TIME OFF/LEAVES

### 4.0 SICK LEAVE

Under Minnesota law, TCIS employees who work more than 80 hours per year are entitled to earned sick and safe time (ESST). TCIS' "Sick Leave" Policy is inclusive of all uses of ESST.

For purposes of TCIS's Sick Leave Policy, the "accrual year" will be the 12 month period from August 16 (of calendar year one) to August 15 (of calendar year two).

#### Accrual of Sick Leave

**Full-Time TCIS employees hired between August 16 and December 31 of a calendar year** will accrue 80 hours of Sick Leave on their first day of work. Employees may not carry over unused Sick Leave hours into the following year, and are not paid out for any unused hours at the end of the accrual year. Unused hours are not paid upon termination of employment. Employees are eligible to participate in the Sick Leave Bank.

**Part-Time TCIS employees hired between August 16 and December 31, of a calendar year** will accrue 48 hours of Sick Leave on their first day of work. Employees may not carry over unused Sick Leave hours into the following year, but unused Sick Leave will be paid out at the employee's regular hourly rate in the first payroll after the end of the accrual year. Employees are not eligible to participate in the Sick Leave Bank. Unused hours are not paid upon termination of employment.

**All TCIS employees hired between January 1 and June 9 of a calendar year** will accrue 48 hours of Sick Leave on their first day of work. Employees may not carry over unused Sick Leave hours into the following year, but unused Sick Leave will be paid out at the employee's regular hourly rate in the first payroll after the end of the accrual year. Employees are not eligible to participate in the Sick Leave Bank. Unused hours are not paid upon termination of employment.

Under Minnesota law, the Sick Leave hours an employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Sick Leave must be paid at the same hourly rate

employees earn from employment. Employees are not required to seek or find a replacement for their shift to use Sick Leave.

Employees may use ESST in increments of no less than four hours.

Sick Leave can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority/health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

### Notifying TCIS

If an employee plans to use Sick Leave for an appointment, preventive care or another permissible reason they know of in advance, they must inform HR or Administration as far in advance as possible by completing a "Leave of Absence" form at least seven days in advance, if possible. In situations where an employee cannot provide advance notice, the employee should text/call the TCIS attendance line at (612) 440-6653 no later than 6:00am on the day of the absence or as soon as they know they will be unable to work. This notice must be provided daily unless the employee provides medical certification to TCIS. TCIS will also require employees to provide certain documentation regarding the reason for their use of Sick Leave if they use it for more than three consecutive days.

### Retaliation, Right to File Complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting Sick Leave for an ESST purpose. If an employee believes they have been retaliated against or improperly denied Sick Leave for use as ESST, they can file a complaint with the Minnesota Department of Labor and Industry or a civil action in court. Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) or visit the department's earned sick and safe time webpage at [dli.mn.gov/sick-leave](http://dli.mn.gov/sick-leave).

The school makes the final determination if the absence is considered excused or unexcused based on policy.

#### **4.1 PERSONAL LEAVE**

An employee may request use of a maximum of up to three (3) of the ten Sick Leave days as Personal Leave. Days used for Personal Leave will be deducted from the employee's Sick Leave balance. Personal Leave MUST be approved a minimum of one week in advance by the Director, except in emergency situations. If prior approval is not obtained, the leave may not be paid or excused.

**Generally speaking, Personal Leave will not be granted after May 1<sup>st</sup> and requests are discouraged.**

Personal Leave should not be requested before or after vacation periods, long weekends or Friday's and Monday's in May/June. The Director may choose not to grant Personal Leave if the absence of the employee would be detrimental to the educational program for the School or create an unnecessary hardship on the other School personnel.

#### 4.2 TRACKING

All employees are required to indicate on the sign in sheet when they are present and when using sick, personal, professional development or funeral time. This is mandatory under the Fair Labor Standards Act (FLSA) 9 CFR 516.2, which requires employers to keep a record of all hours worked by employees. Omission of such information will be grounds for disciplinary action or could result in loss of pay. HR/Administration will maintain an attendance log on each employee recording this information as received.

#### 4.3 SICK LEAVE BANK

Full-Time TCIS employees hired between August 16 and December 31 of a calendar year are eligible to contribute a maximum of 40 hours (5 days) of Sick Leave to the Sick Leave Bank at the end of each accrual year. Banked time is separate from the employee's Sick Leave accrued for the following year. Banked time can be used for the following purposes: Leave under the FMLA, Short Term Disability Leave, and Leave provided as a reasonable accommodation under state or federal law. The Sick Leave Bank is subject to a cap of 240 hours.

***Banked time can be used ONLY after all current year sick time (10 days) has been used.***

If the employment with *Twin Cities International Schools* is terminated, the employee will be paid for his/her balance of accrued unused sick time up to five (5) days and any banked time he/she may have, at the rate of \$100 per day, not to exceed a thirty (30) day maximum. The accrued unused sick and banked time will not be paid to the employee if he/she does not give proper notice of resignation or is terminated for misconduct. Any unused sick and banked time will be disbursed in a separate check and included with the employee's final payroll check. Half days are not paid out. Vacation time for year round employees does not apply for payout

#### 4.4 PROFESSIONAL DEVELOPMENT

Professional Development programs are offered at TCIS throughout the school year by trained staff or trainers brought onsite. Others are offered as summer institutes and/or online learning opportunities outside of the regular school days. Employees may request to be absent from work to pursue professional opportunities related to their work at the Schools. Such days must be approved in advance by the administration and will be paid.

Once registered for a Professional Development related session/workshop, you are expected to attend. If you are unable to attend or wish to cancel for any reason:

- The employee must speak with administration as soon as possible:
- If allowed, TCIS will work with the employee to find a substitute:
- If not possible, TCIS administration will attempt to cancel the registration and recoup all or a portion of the registration fee:
- If the full fee is not able to be reimbursed to TCIS, it is at the discretion of the director to charge back the lost fee to the employee.

#### 4.5 CIVIC LEAVE

When an employee is required to serve as a juror or is subpoenaed to serve as a witness on School business, time off up to 30 days with pay will be granted as follows:

- The employee must notify administration upon receipt of the summons.
- A document from the courts which shows the time spent by the employee and the amount paid to the employee minus travel allowances must be submitted to the Accounting Department.
- The School will pay the difference between what the court pays the employee and the employee's regular rate of pay.
- Verification of an employee being seated on a jury, being detained in a jury pool, or subpoenaed as a witness is required.
- An employee who is subpoenaed to serve as a witness for reasons not related to School business takes the time off as unpaid leave.
- If the court dismisses the jury early, the employee is expected to return to work as soon as possible (and complete a regular workday composed of civic time and time on the job.)
- Should the employee's work duties with the School be vital to its operation, the School may ask the court to excuse the employee from jury duty.

#### 4.6 VOTING LEAVE

Employees are entitled to take time off to vote at a regularly scheduled state primary or general election, or an election to fill a vacancy in the U.S. Congress or in the office of state senator or state representative or of a Presidential primary, unless the election is conducted by mail, without penalty. Time off to vote is time off without deduction from wages.

#### 4.7 FUNERAL LEAVE

In the event of a death in an employee's immediate family, the employee will be allowed up to five (5) days off with pay in order to assist with arrangements or to attend the funeral. If additional time is necessary, sick time may be used provided the employee has the time vested and the request is approved by the Director. Immediate family is considered to be spouse, domestic partner, parent(s) or guardian(s), mother or father in-law, child, stepchild, and brother/sister. Three (3) days will be provided for grandparent(s), grandchildren, and brother or sister in-law. One (1) day will be provided for aunts, uncles, nieces, and nephews. Prior approval for any funeral leave must be obtained from the Director. If prior approval is not obtained, the employee will not be paid for the funeral leave.

Payment will not be made under this policy when a death occurs during an employee's vacation or School closing such as: Winter break, Spring break, Summer break, if the employee is on a Family Medical Leave, Long or Short-Term Disability Leave or absent due to a work related injury and receiving workers' compensation benefits.

The Schools reserve the right to request substantiation of any death in an employee's immediate family and/or confirmation of an employee's attendance at a funeral.

#### 4.8 VACATION LEAVE

Applies only to those employees on a year-round contract. Vacation time may be used any time of the year at the Director's discretion. Vacation requests must be submitted at least one week in



advance of the leave start. Vacation days are eligible for use for one year from the start of the contract – there is no vacation time carry over.

#### 4.9 FAMILY MEDICAL LEAVE

A family medical leave for a total of twelve (12) work weeks may be granted when an employee is unable to perform the functions of his or her job because of their own serious health condition or that of an eligible family member. Employees who have been employed by the School(s) for at least 12 months and have worked a total of 1,250 hours during those twelve (12) months are eligible for Family Medical Leave.

For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee uses any leave.

Eligible employees must provide reasonable prior notice to the Schools when requesting a leave of absence under the law. Medical certification is required and must be issued by a licensed health care provider in order to ensure that the employee meets the eligibility requirements.

The following provisions apply with regard to the family/medical leave policy for eligible employees of *Twin Cities International Schools*:

Family/medical leave may be taken only if it is necessary due to one of the following reasons:

- Within twelve (12) months of the birth of a child of the employee in order to care for the child;
- Within twelve (12) months of the placement of a child with the employee in connection with adoption or foster care in order to care for the child;
- A serious health condition of the employee's child, parent(s) or guardian(s), spouse, or domestic partner;
- A serious health condition of the employee which prevents him/her from performing the essential functions of his/her job.
- To recover from a worker's compensation injury.
- Qualifying exigencies arising out of the fact that an employee's family member is on or has been notified of “covered active duty” in the Armed Forces.

A “serious health condition” typically requires either in-patient care or continuing treatment by or under the supervision of a healthcare provider. Family medical leave generally is not intended to cover short-term conditions where treatment and recovery are very brief. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of *Twin Cities International Schools* or when medically necessary. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, *Twin Cities International Schools* may transfer the employee temporarily to an available alternative position for which the employee is qualified. This position will better accommodate recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

- In no instance does the federal law require the Schools to grant more than a total of twelve (12) weeks of unpaid leave in any consecutive twelve (12) month period.
- If an employee and his/her spouse both work for Twin Cities International Schools, they would be eligible for a single twelve-(12) week period, which they can split between them. However, if the need for leave were for their own serious health condition, or that of their spouse, domestic partner, or child, each would be eligible for a total of twelve (12) weeks.

- Any leave granted to an eligible employee under this law because of a serious health condition of a family member may be taken in separate blocks of time due to a single illness or injury. It may include periods from an hour or more to several weeks. A reduced schedule leave is a leave that reduces the number of hours an employee works per day or per week. The employee must make a reasonable effort to schedule such leave so it does not disrupt the Schools operations or the Schools may temporarily assign the employee to another position that better accommodates recurring absences. A thirty (30) day notice is required, if possible, or as soon as the employee becomes aware of the need for the leave.
- Any leave granted due to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Schools and must be completed within one (1) year of the adoption or birth.
- During the leave, the employer will maintain the employee's health care coverage under the same conditions as coverage would be provided if the employee were continuously employed during the entire leave period.
- In the case of an employee's medical condition, including childbirth, the determination of the beginning and closing dates of the employee's absence will be a joint decision between the employee, the employee's attending physician and the employee's supervisor. A medical release from the employee's attending physician is required upon return to work.
- An eligible employee must use all accrued and vested sick time for any part of the 12 weeks of leave to which the employee may be entitled under this policy.
- The employee may return to work within a specified period of time after commencement of leave-without-pay, providing that the employee has medical approval.
- If the employee returns to work within the specified time period the employee will be reinstated to the position held prior to the leave or a position of equivalent status and pay. If the employee does not return to work within the specified number of days thereafter, the policies governing leave of absence without pay will apply.
- If the Schools can show that granting the leave would cause substantial and grievous economic injury to its operations, it is not required to comply with the FMLA. The employee requesting FMLA must be among the highest paid 10% of employees by the Schools and live within a 75-mile radius of any work site.
- Any FMLA changes mandated at the Federal, State or Local level may occur and be implemented as required by law.

For more information about family/medical leave, contact Human Resources or Administration.

#### 4.10 SCHOOL LEAVE

*TCIS* allows employees to take up to 16 hours of time off to attend parent-teacher conferences or other school activities. If the time requested off exceeds four (4) or more hours, the employee must take a full day (8 hours) off. If the requested time off is under four (4) hours, the employee must take a half-day (4 hours) off. Employees who require a substitute for when they are absent must take a full day off unless arrangements can be pre-arranged within the building and approved by the Director. The employee may choose to use PTO or not be paid. Documented proof of the event accompanied with the submitted Leave of Absence request form is required.

#### 4.11 MILITARY LEAVE

It is the Schools policy to grant a leave of absence without pay to employees who participate in the U. S. Armed Forces Reserve or National Guard in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994.

## 4.12 FAMILY MILITARY LEAVE

Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to cover active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following:

- (1) Short-notice deployment.
- (2) Military events and activities,
- (3) Child care and school activities,
- (4) Financial and legal arrangements,
- (5) Counseling,
- (6) Rest and recuperation,
- (7) Post-deployment activities and,
- (8) Additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list.

Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

(1) A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

(2) A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member.

This term does not include parents "in law."

(3) Under the FMLA, a "spouse" means a husband or wife as defined under the law in the state of Minnesota.

(4) The "next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by a court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or

her nearest blood relative for purposes of military caregiver leave under the FMLA.

“Covered active duty” means:

- (a) “Covered active duty” for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country.
- (b) “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

5) The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12- week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran. An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member. Next of kin is defined as the closest blood relative of the injured or recovering service member.

#### **4.13 WORKERS COMPENSATION**

If an employee is injured on the job and is collecting workers compensation insurance payments, they are ineligible to accrue or draw sick time or salary during the recovery period. Sick time or salary may be applied to any period of time not covered under workers' compensation for a work related injury depending on the circumstances.

Time off work for a workers compensation injury is included in the twelve weeks allowed under the Family Medical Leave Act, “FMLA”.

#### **4.14 WOMEN’S ECONOMIC SECURITY ACT (2014)**

##### **Wage Disclosure Protection**

This provision of the new law, which takes effect August 1, 2014, applies to both men and women. The law gives employees the right to discuss their wages, and prohibits employers from taking any adverse action against employees for discussing their or other employees' wages.

The law recognizes, however, that employees are still bound to maintain an employer's confidential information, and does not allow disclosure to the employer's competitors.

The law requires that the employer give employees written notice of their rights, including their right to bring a civil action to seek reinstatement, back wages, and attorneys' fees, if they are terminated in violation of the law.

##### **State Contractor Pay Equity Certification**

WESA amends the Minnesota Human Rights Act (MHRA) to require certain state contractors to obtain a certificate periodically from the Minnesota Department of Human Rights (MDHR)

regarding compliance with equal pay laws. This requirement will apply to businesses with state contracts for goods or services in excess of \$500,000 and 40 or more full-time employees. This requirement will not apply, however, to most contracts with the state regarding insurance, health care, or the reimbursement of health care services.

As a condition of doing business with the state, contractors have long been required to obtain certificates of compliance from the MDHR confirming that the contractor has filed an affirmative action plan and related reports. Under this new law, covered businesses will also now be required to obtain a separate equal pay certificate. The employer will need to certify that it is in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, MHRA, and Minnesota Equal Pay for Equal Work Law.

As part of its equal pay compliance statement, the business is also required to identify and describe the "approach" that it uses to set compensation and benefits.

The new statute requires state contractors to compare periodically the compensation being paid to women not only vis-à-vis men performing the same jobs, but also within the broader job categories utilized for EEO-1 reporting. Such an exercise will reveal the extent to which men and women may tend to be concentrated in different jobs and suggest opportunities to increase pay equity by seeking to recruit and retain women in higher-paying jobs.

Otherwise, WESA's pay equity provisions do not change existing laws. Under existing laws, a claim of pay discrimination on the basis of sex fails if the disparity in pay is due to a factor other than sex, such as differences in job duties, supervisors, the location of the work, productivity, seniority, education, experience, or market conditions.

In terms of enforcement procedures, elements of a claim, methods of proof, defenses, and remedies, the Minnesota legislature has no authority to make changes to Title VII or the federal Equal Pay Act and the WESA does not make any changes in these areas to Minnesota's Human Rights Act or equal pay statute.

Equal pay certification remains a very hot topic at the state capital. Both supporters and opponents of the legislation have vowed to seek further changes to the law in future sessions. Employers that care about this issue will want to stay informed regarding future proposals and make sure that their voices are heard in the event the legislature revisits this issue after the November election.

### **New Discrimination Protections: Familial Status, Including Pregnancy**

In addition to the protections provided under federal law, the MHRA currently protects applicants and employees from discrimination and harassment based upon creed, marital status, status with regard to public assistance, membership or activity in a local commission, or sexual orientation. The law also prohibits employers from requiring or requesting information that pertains to protected classifications.

Under WESA, Minnesota's protected classifications have been expanded to include "familial status" protection. Familial status is defined as "the condition of one or more minors being domiciled with (1) their parent or parents or the minor's legal guardian or (2) the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian." Familial status includes pregnant women and anyone "in the process of securing legal custody of an individual who has not attained the age of majority." There is no provision in the expanded

MHRA protection that expressly requires an accommodation of familial status, but other provisions in WESA address such accommodations.

### **Pregnancy Accommodations**

Immediately effective under WESA, employers who have 21 or more employees at a site must provide reasonable accommodations to pregnant employees who have worked 12 consecutive months and on average half of a full-time schedule as defined by the employer.

The employer must provide more frequent restroom, food, and water breaks, seating, and lifting limits over 20 pounds, without proof of medical necessity. A temporary transfer to a less strenuous or hazardous position may be required where other accommodations are not possible. Employees are not required to accept an accommodation or take a leave due to pregnancy. The law requires the employee and employer to enter into an interactive dialogue regarding the reasonable accommodation.

The pregnancy accommodation law does not affect any other protection afforded for sex discrimination or pregnancy.

### **Private Space to Express Milk**

The current law requires employers to make a reasonable effort to provide mothers with a private space near the work area, which is not a toilet stall, to express breast milk for the infant child. The expanded law, which takes effect immediately, states the space also should not be a bathroom, be shielded from view and free from intrusion, and include access to an electrical outlet. The amended statute expressly prohibits retaliation against a woman who exercises her rights under this new provision, provides for Department of Labor and Industry enforcement of the law, and permits the employee to bring a civil action against the employer for any violations. The designated private space for mothers at *TCIS* is Room #109. This space is only for use by approved individuals for the reasons listed above.

### **Increased New Parent Leave - 12 weeks, and Prenatal and Childbirth Incapacity**

Minnesota's current Parenting Leave law applies to employers who have 21 or more employees at a site, and to employees who have worked 12 consecutive months and on average half of a full-time schedule as defined by the employer. The law currently provides for six weeks of unpaid new parent leave and benefit continuation, and allows employees to use sick leave for their children and certain relatives.

Under the enhanced Parenting Leave provisions, which became effective August 1, 2014, the definition of an employee has been modified to include an employee who has worked 12 months for the employer, not just 12 consecutive months. For new parent leave, the time allowed is increased to 12 weeks, and can be taken within 12 months after the birth or adoption of the child, or when the child leaves the hospital. Leave can also be used when needed for prenatal care, or incapacity due to pregnancy or childbirth.

The unpaid leave provided under this modified law may be reduced by periods of paid time off, as well as leave time taken under the federal Family and Medical Leave Act.

## **Expanded Sick leave Use and “Safety” Leave**

Minnesota's current Parenting Leave law requires the employer to allow an employee to use accrued available sick time for their child, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. The law does not, however, require an employer to provide sick leave. In addition, disability pay and salary continuation are not considered accrued and available sick leave.

The law is now expanded to include time necessary for the illness or injury of the employee's mother-in-law, father-in-law, and grandchild, including step-grandchild.

The law has also been expanded to permit the use of sick leave for "safety" leave. Safety leave may be used for the purposes of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

The employer can limit the use of paid time off for absences for ill or injured adult children, other relatives and for safety leave to 160 hours in any 12-month period. This limit cannot be applied to absences due to the illness or injury of a minor child. These amendments became effective August 1, 2014.

## **Unemployment Benefits**

Employees will be eligible for unemployment if they quit because they or an immediate family member is a victim of domestic abuse, sexual assault, or stalking. This change became effective October 5, 2014.

## **SECTION V GENERAL RULES AND INFORMATION**

### **5.0 ADDITIONAL POLICIES & PROCEDURES**

In addition to the policies and procedures outlined in this portion of the employee handbook, employees are also subject to follow all State and Federal guidelines pertaining to school employees including the Mandatory Reporting Act. Employees of *Twin Cities International Schools* are also required to follow all school board adopted policies found on the website or with the school director and/or additional procedures found in this handbook's subsections.

#### **5.1 FAMILY EMERGENCY**

In the event the office receives word of an emergency related to a member of an employee's family, the employee will be notified as soon as reasonably possible. Should the employee be at a location away from his/her normal workplace, arrangements will be made to contact the employee, and if necessary, arrange for the employee to return home immediately.

## 5.2 DRESS CODE

Every employee of *Twin Cities International Schools* contributes to the School's overall public image during working hours. The staff are expected to dress in a way that indicates a professional image and should dress appropriately for a professional school environment. The following items are **not** considered professional school attire during the regular school year by the administration of the school and the school board:

- Shorts
  - Skirts (*above the knee*)
  - Yoga pants, athletic/work-out wear, or sweatpants\*
  - Leggings (*can be worn under a long top, dress or skirt that is still length appropriate*).
  - "Lounge-wear" or bed clothing, such as pajama pants and slippers
  - Clothing that shows intimate parts or displays undergarments
  - Sleeveless tops are discouraged unless covered by a jacket, sweater, etc.
  - Sweatshirts
  - Hats & hoods are not to be worn in the building or on school sponsored activities unless for medical or religious reasons or on designated days by the school administration. Winter headwear may be worn for outdoor activities such as recess, arrival or dismissal duty.
  - Sunglasses inside the school building
  - Apparel that creates a health or safety hazard
  - Clothing bearing a message that is lewd, vulgar or obscene
  - Clothing promoting products or activities that are illegal for use by minors
  - Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected group or advances any form of religious, racial, or sexual harassment and/or violence against other individuals.
1. Pants, including denim of various colors may be worn throughout the week with the exception of "blue jeans" (see #3-4 below)
  2. Physical education teachers may wear athletic clothing as is appropriate\*
  3. On Fridays, staff may wear "blue" denim jeans but **ONLY** with a school-logoed shirt, vest or a college/university-logoed collared shirt, sweater, vest, or quarter-zip pullover. **Sweatshirts and t-shirts will NOT be allowed.** Staff will be reimbursed up to \$50.00 for the purchase of one TCIS shirt during their first year at the school and \$25.00 each year thereafter.
  4. Jeans may be worn on field trip days with the appropriate TCIS shirt.
  5. Footwear must be appropriate for daily activity.

*During workshop week & Staff Development days* – Please feel free to wear jeans, t-shirts and sweatshirts if you wish, along with leggings or sweatpants. The restrictions regarding shorts, sleeveless, or revealing clothing are still in effect.



Summer Programming dress code will be shared with staff working that program prior to working agreements and will generally be the same as listed in this document. Shorts or skorts/skirts may be the only change at the discretion of the TCIS Executive Director.

By enacting this dress code procedure, TCIS recognizes that there are occasions when individuals may need to wear specific clothing due to medical reasons. When such is the case, the employee must provide the proper medical documentation that gives rise to the need for deviation from this dress code procedure.

The intention of the TCIS Dress Code Procedure is not to abridge the rights of staff to express political, religious, philosophical, or similar opinions on which messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane or do not advocate violence or harassment against others.

### **5.3 PERSONAL CONDUCT**

The Schools expect that all of its employees will conduct themselves with the pride and respect associated with their positions, fellow employees, students, parent(s) or guardian(s), Board members, vendors, etc. Employees should always use good judgment and discretion in carrying out the Schools business. Employees of *Twin Cities International Schools* should always adhere to the highest standards of ethical conduct.

Improper conduct by and between employees, and/or by and business associates on the School premises that adversely affects the Schools work will not be tolerated. Any employee demonstrating improper conduct will be subject to disciplinary action, including termination of employment.

### **5.4 CONFIDENTIALITY**

*Twin Cities International Schools* is engaged in a business, which requires that a strict code of confidentiality of information collected and maintained by the Schools other than data which is classified by statute or federal law as public and shall be accessible to the public, pursuant to the procedures established by the School.

As an employee of *Twin Cities International Schools*, employees must keep in strictest confidence any information with respect to internal affairs, financial status, and sensitive information of the Schools, students, or parents. No information may be directly or indirectly disclosed to any individual, School, organization, or vendor including immediate family members.

As part of an employee's job duties with *Twin Cities International Schools*, many employees have access to the Synergy Software database. All information contained therein is considered intellectual property and is confidential. Confidential information may not be copied, faxed, e-mailed, or transmitted in any form for the purpose of removing this information from the School premises nor can said information be mutilated or destroyed unless specifically related to the employee's job responsibilities or without first obtaining consent of the Director(s). It is the responsibility of each individual to keep and faithfully account for all records and property, which the Schools may entrust the care and custody of such information during employment with the Schools.

All keys, fobs, security badges, and property which the Schools entrust to an employee and in connection with employment at *Twin Cities International Schools* must be maintained in

personal custody. No employee shall permit anyone else to have access to records entrusted to their care unless specifically related to the execution of their job responsibilities.

## 5.5 SMOKING POLICY

*Twin Cities International Schools* is dedicated to providing a healthy, comfortable, productive work environment for our employees. This goal can only be achieved through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking. The Minnesota Clean Indoor Air Act (MCIAA) prohibits smoking in many indoor public places (Minn. Stat. §§ 144.411 to 144.417). Smoking is completely prohibited in all nonresidential health care facilities, day care premises, and public/private schools.

It shall be a violation of this policy for any student, teacher, administrator, or other School personnel, to smoke any tobacco or tobacco related substances or electronic cigarettes at *Twin Cities International Schools*. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that the Schools own, rent, or lease, contracts for, or controls. This prohibition includes all School property and all off-campus events sponsored by the School.

School administrators, students, and other school personnel who violate this tobacco-free policy shall be subject to school discipline procedures.

The Schools action taken for violation of this policy will be consistent with the requirements of applicable Minnesota or federal law and School policies.

Persons who violate this tobacco-free policy may be referred to administration or other School supervisory personnel responsible for the area or program at which the violation occurred.

School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public/private School is a violation of the Minnesota Clean Air Act. The Department of Health (MDH) enforces the MCIAA. MDH can issue fines for up to \$10,000 against the facility in which the violation occurred. Also, peace officers can cite individual smokers with violating the MCIAA, which is a petty misdemeanor.

## 5.6 DRUG-FREE WORKPLACE AND DRUG AND ALCOHOL TESTING POLICIES

1. **Drug-Free Workplace Policy.** It is the policy of *Twin Cities International Schools* to provide the best possible work by and for its employees with reliability, predictability and safety. In order to promote such a policy, the Schools have adopted a Drug-Free Workplace Policy which prohibits the use, possession, sale, or transfer of alcohol and all legally regulated drugs (i.e., "controlled substances") except pursuant to a doctor's prescription. This ban covers all employees of the Schools and all job applicants who have received a conditional job assignment offer, and it applies to the following physical locations: any premises under lease, ownership or control of the Schools, any parking lot, hallway, stairway, or other public or semi-public spaces adjacent to or used for access to the premises of the Schools, and all the places where the employee's presence or performance is necessary or required to perform the work of the Schools. The term "use" includes the detectable presence of alcohol, any legally regulated drug (i.e., "controlled substance") or the metabolites of alcohol or any such drug and includes reporting to or being at work while impaired by or under the influence of any such drugs or alcohol, wherever such work is performed.

2. **Discipline, Discharge and Treatment.** Any violation of the Schools Drug-Free Workplace Policy is subject to disciplinary action, up to and including termination of employment, at the Schools sole discretion. In addition to any disciplinary action, the Schools may, in its sole discretion, refer the employee to a treatment or counseling program for drug or alcohol abuse. Employees referred to such a program by the Schools must immediately cease any drug or alcohol use, may be subject to periodic unannounced testing for a period of twenty-four (24) months from the completion of the program, and must comply with all other conditions of the treatment or counseling program. The Schools shall determine whether an employee it has referred for drug or alcohol treatment or counseling should be allowed to continue to work, be temporarily suspended, or temporarily reassigned to another position for safety or other reasons. Any employee who tests positive for drugs or alcohol (under the testing policies described below) while undergoing treatment or counseling for drug or alcohol abuse may be promptly terminated.
3. **Testing Policies and Procedures.** The Schools may require an employee to undergo testing for the presence of alcohol, drugs or any of their metabolites under the following circumstances. An employee may be required to undergo testing when a supervisor has a reasonable suspicion that the employee (a) is under the influence of drugs or alcohol; (b) has violated the Schools Drug-Free Workplace Policy which prohibits the use, possession, sale or transfer of drugs or alcohol; (c) has sustained or caused another employee to sustain a personal injury; or (d) has caused a work-related accident. In addition, under any of the foregoing circumstances of reasonable suspicion, the Schools may inspect or search the employee and his/her possessions on any of the above-described premises at the time of the alleged violation or within a time period reasonably proximate to the time of the suspected violation. The Schools may also require an employee to undergo testing if the employee has been referred for chemical dependency treatment, counseling or evaluation program under an available employee benefits plan. In such cases, the employee may be required to undergo drug or alcohol testing without prior notice during the period of the treatment, counseling or evaluation program and during the period of up to two years following the completion of the treatment, counseling, or evaluation program.
4. **Nature of Testing.** If an employee is required to undergo drug or alcohol testing, the testing will consist initially of a screening test. The screening test will generally be on a urine sample, but it may also be on a blood sample, or a breath sample, as necessary or appropriate in the view of the Schools or the testing laboratory. If the initial screening test produces a positive result, the sample will be subject to a confirmatory test. If the initial screening test was a breath test, the employee may be required to produce a blood sample for confirmatory testing. No adverse action will result from a positive initial test unless there has been a positive confirmatory test, except that the Schools may suspend or transfer an employee if necessary for the safety of the employee or of others.
5. **Employee's Right of Refusal.** Each employee has the right to refuse testing when the Schools request it, but the refusal to submit to such testing will constitute the employee's voluntary termination of employment with the Schools.
6. **Negative Testing Results.** When an initial screening test produces a negative result, the Schools will notify the employee of that result within three working days of the Schools receiving the test report. The employee has a right to receive a copy of the test results of a negative screening test. If the initial screening test is positive, but the confirmatory test is negative, the Schools will, within three working days of receiving the test report, notify

the employee of the outcome of the confirmatory test and of his/her right to receive a copy of the confirmatory test results.

7. **Positive Testing Results.** If both the initial screening test and the confirmatory test produce positive results, then, within three working days of receiving the confirmatory test results, the Schools will notify the employee of the confirmatory test results and of the following rights: (1) the right to receive a copy of the confirmatory test report; (2) the right to submit an explanation of the confirmatory test results or to request a confirmatory retest, at the employee's own expense, by making the request in writing within five working days of being notified of the positive confirmatory test results; and (3) the right not to be discharged if the confirmatory test result is the first such result, unless the employee has refused to participate in or failed to complete a counseling or rehabilitation program.
8. **Discipline Based on Positive Test Result.** An employee who has tested positive on a confirmatory test, which is the first result will generally receive a written warning and be allowed to continue his/her employment on the condition that he or she successfully completes a drug or alcohol counseling or rehabilitation program, whichever the Schools determines to be more appropriate after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. Under some circumstances, a positive result on a confirmatory test may result in discharge or other discipline. If a confirmatory retest does not confirm the original positive test results, however, there will be no discipline based on the original confirmatory test.

**Source of Authoritative Information.** All questions about the School's Drug and Alcohol Policies, including the Testing Policy, should be directed to the Director of TCIS.

**The Schools Discretion.** The Schools retain full discretion to determine when testing will be required and what the consequences of a positive confirmatory test will be, subject only to applicable law. Nothing provided herein, provided elsewhere, or established in practice, shall restrict the Schools discretion in any particular situation.

## 5.7 WEAPONS POLICY IN THE WORKPLACE

The purpose of this policy applies to all employees of *Twin Cities International Schools*, its subsidiaries or affiliates, including temporary employees employed by an outside agency and working at *Twin Cities International Schools*, independent contractors working at *Twin Cities International Schools*, or persons employed by contractors retained by *Twin Cities International Schools*. It also applies to any other individual who appears on the premises of *Twin Cities International Schools*, its subsidiaries or affiliates, including students, parents, applicant's for employment, vendors, suppliers, customers, Board of Directors, visitors or any other person.

### **POLICY**

In order to protect the health and safety of everyone in the workplace, to meet our student's needs, to protect property and to maintain a climate of respect and cooperation among employees, *Twin Cities International Schools*, bans weapons on School property.

Therefore, it is against the Schools policy to use or possess weapons, concealed or otherwise in the School or on the Schools premises. This includes, but is not limited to, offices, School

rooms, restrooms, hallways, entry, commons areas, lunch rooms etc., and parking areas but does not include private vehicles.

The policy applies at all times when individuals defined are on the premises of *Twin Cities International Schools*. This includes but is not limited to; before, during and after normal working hours, weekends, holidays, and while visiting *Twin Cities International Schools* premises when not on duty and/or as a visitor or customer. *Twin Cities International Schools* will not discriminate when enforcing this policy. This also includes all employees acting in the course and scope of employment, including those employees who work off-site. All individuals will be treated in the same manner without regard to race, color, creed, religion, national origin, gender, marital status, veteran/military status, disability, age, status with regard to public assistance, membership or activity in a local commission, sexual orientation or any other characteristic protected by law.

Twin Cities International Schools defines weapons as any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any weapon, whether loaded or unloaded, air guns; pellet guns; BB guns; knives; blades; clubs; metal knuckles, nunchucks, throwing stars; explosives; fireworks; mace and other propellants, stun guns; ammunition; poisons, chains; arrows; and objects that have been modified to serve as a weapon. In addition, no person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate. Such use will be treated as the possession and use of a weapon.

The Schools reserve the right to respond to any individual who does not follow this policy and demand compliance.

## **PROCEDURE**

If this policy is violated by any individual, such actions must be reported immediately to the Director's or any member of management. The individual with the weapon will be informed of the policy and the School(s) will demand compliance. Should the individual with the weapon refuse to comply, the Schools will notify the authorities immediately.

No individual shall be retaliated against for making a good faith report of behavior contrary to this policy.

If the individual with the weapon is an employee, further corrective actions or discipline may take place, depending on the circumstances. This decision will be made by the Director.

### **5.8 PERSONAL BELONGINGS**

*Twin Cities International Schools* recognizes an employee's desire to display mementos pertaining to his/her family or other personal items. While *Twin Cities International Schools* can take no responsibility for the safekeeping of these items, it welcomes its employees to personalize their work areas for added comfort or pleasantness. However, several guidelines must be observed. They are as follows:

Safety comes first. No object can interfere with job safety as viewed by the School Administration.

Nothing can be displayed that (in the opinion of administration) is derogatory to any person or system of beliefs.

Objects (in the opinion of the administration) that are inappropriate or hinder work efforts will not be allowed and must be removed upon request.

***Please do not leave out cell phones and electronic devices. The school will not be responsible for these items should they disappear.***

#### **5.9 SEARCH OF STUDENT LOCKERS, DESKS AND PERSONAL POSSESSIONS**

Inspection of the interior of lockers/desks may be conducted ONLY by School Administration for any reason at any time, without notice, without student consent, and without a search warrant. Please refer to School Board Policy Series 502 for further information and guidelines.

#### **5.10 ENERGY PRESERVATION AND WASTE PREVENTION**

Waste of energy and materials is costly to the Schools and ultimately results in losses, which must be paid for by other cost reduction actions. Employees are expected to:

Conserve energy at every opportunity by keeping thermostats in moderate ranges.

Participate in the Schools recycling program.

#### **5.11 SEVERE WEATHER CONDITIONS**

If there are any questions regarding hours of work during severe weather conditions, employees are responsible to listen to the media for weather information and School closings.

#### **5.12 PARKING**

An adequate parking area is provided for employees. Employees may park in any space that is not marked reserved. The Schools assume no responsibility for an employee's vehicle or the contents of the vehicle while on School property. Please keep the provided TCIS Parking ID Tag visible within the vehicle at all times.

#### **5.13 SECURITY**

All doors, files, desks, gates and any other equipment with locks must be kept locked securely when not in direct use and at the end of each day. Locks should be checked regularly. Lost keys must be reported to the administration immediately. Any concerns about security should be directed to the Director.

#### **5.14 USE OF THE TELEPHONE**

Each time an employee makes or receives a telephone call they represent *Twin Cities International Schools*. The manner in which a call is handled determines how *Twin Cities International Schools* are judged by our parent(s) or guardian(s), customers, and other employees. We have a limited number of telephone lines at the Schools and it is essential that we keep those lines open for business calls. During working hours, employees should refrain from making or receiving personal telephone calls except for emergencies. Use of cell phones

during work time is discouraged. The Schools appreciate when you keep your personal calls to your break periods unless it's an emergency.

#### **5.15 CARE OF EQUIPMENT AND FACILITIES**

All employees should be concerned with the care and safe use of School-owned equipment and facilities. Good housekeeping is expected of every employee. Should an employee see another employee or student maliciously vandalize any School equipment or property it should be immediately reported to the Director or member of the administration.

#### **5.16 SCHOOL E-MAIL, VOICEMAIL, FAX, AND COMPUTER POLICY**

This document sets forth the policy of *Twin Cities International Schools* on access to and disclosure of electronic voice and e-mail messages, faxing, computer system usage, and computer software usage. It also explains the proper use of electronic systems in general. This policy may be changed at any time per the direction of the Schools administration.

*Twin Cities International Schools* strives to maintain a workplace free of harassment and is sensitive to its employees. *Twin Cities International Schools* prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. Computers, computer files, voicemail, e-mail systems, and software furnished to employees are the property of *Twin Cities International Schools* and are intended for business use only.

*Twin Cities International Schools* purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, *Twin Cities International Schools* do not have the right to reproduce such software or use it on more than one computer. Employees may only use the software on local area networks or on multiple machines according to the software license agreement. *Twin Cities International Schools* prohibits the illegal duplication of software and its related documentation.

There shall be no display or transmission of sexually explicit images, messages, cartoons, or any transmission of e-mail communication that contains ethnic slurs, racial epithets, or anything that may be construed as harassment, or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious, or political beliefs. Violation of this policy will result in appropriate disciplinary action leading up to, and including, termination.

Employees should notify their immediate supervisor, or any member of administration upon learning of violations of this policy. To ensure compliance with this policy *Twin Cities International Schools* reserves the right to enter, search, and monitor the computer files, voicemail, or e-mail of any employee without advance notice. This policy is for business purposes such as investigating theft, disclosure of confidential business information, or proprietary information, personal abuse of the system, or monitoring workflow of productivity.

Employees are prohibited from using the School's Internet resources or accounts for unauthorized commercial use or financial gain. Unauthorized use for financial gain will result in appropriate disciplinary action leading up to, and including, termination.

## 5.17 TECHNOLOGY AND INTERNET POSTINGS ACCEPTABLE USE

### Technology Devices

*Including but not limited to: Computer Labs, Classroom Computers, Individual laptops, iPads, Chromebooks, & School Cell Phones*

Technology devices are to be used for school-related work only. Absolutely no food or drink is allowed by the technology devices. Students may not use technology devices unless they are supervised. Technology devices need to be kept in a secure location when not in use. Do not leave your technology devices in your vehicle.

### Internet Acceptable Use and Safety Policy

Users are prohibited from using school district Internet resources or accounts for the following purposes:

1. To access, upload, download or distribute pornographic, obscene, or sexually explicit material.
2. To transmit or receive obscene, abusive or sexually explicit material.
3. To violate any local, state, or federal statute.
4. To vandalize, damage or disable the property of another person or organization.
5. To access another person's materials, information or files without the implied or direct permission of that person.
6. To violate copyright laws, or exchanging pirated software or copy software to or from any school computer.
7. Unauthorized commercial use or financial gain.

### User Notification

All users shall be notified of district policies relating to Internet use. Use is subject to compliance with school district policies, such as:

1. Disclaimers limiting the school district's liability relative to
  - Information stored on school district diskettes, hard drives, or servers
  - Information retrieved through school district computers, networks, or online resources
  - Personal property used to access school district computers, networks, or online resources
  - Unauthorized financial obligations resulting from the use of school district resources / accounts to access the Internet
2. A description of the limitations and privacy rights of Internet accounts that are school sponsored / managed.
3. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this Acceptable Use Policy.
4. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student or the students' parent/guardian.
5. Notification that, should the user violate the school district's acceptable use policy, the student's access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.



6. Notification that all provisions of the Acceptable Use Policy are subordinate to local, state and federal laws.

### Internet Postings

With the rise of new media and next generation communication tools, the way in which *Twin Cities International Schools* (TCIS) employees can communicate internally and externally continues to evolve. While this creates new opportunities for communication and collaboration, it also creates new responsibilities for TCIS employees. This Internet Postings Policy applies to employees who use the following:

- Multi-media and social networking websites such as TikTok, Instagram, Twitter, SnapChat, Facebook, Yahoo and YouTube and any others not listed.
- Blogs external to Twin Cities International Schools.
- Wikis such as Wikipedia and any other site where text can be posted.
- Any other social media or internet websites not listed above.

All of these activities are referred to as “Internet Postings” in this policy. Please be aware that violation of this policy may result in disciplinary action up to and including termination. Common sense is the best guide if you decide to post information relating to *Twin Cities International Schools* (TCIS). If you are planning a posting which includes pictures or videos of students and/or are unsure about any particular posting, please contact the Director for prior approval and/or guidance.

Your internet postings should not disclose any information that is confidential or proprietary to the school or to any third party that has disclosed information to TCIS. If you comment on any aspect of the School’s business or any policy issue in which the School is involved and in which you have responsibility, you must clearly identify yourself as a *Twin Cities International Schools* employee in your postings or blog site(s) and include a disclaimer that the views are your own and not those of *Twin Cities International Schools* (see below for sample). In addition, TCIS employees should not circulate postings they know are written by other TCIS employees without informing the recipient that the author of the posting is a TCIS employee. Because you are legally responsible for your postings, you may be subject to liability if your posts are found defamatory, harassing, or in violation of any applicable law.

When posting your point of view, you should neither claim nor imply you are speaking on TCIS behalf, unless you are authorized in writing by the Director to do so. If you identify yourself as a *Twin Cities International Schools* employee on any internet posting, or refer to the work done by TCIS, you are required to include the following disclaimer in a reasonably prominent place: “The views expressed on this post are mine and do not necessarily reflect the views of *Twin Cities International Schools*.” Your internet postings should not include TCIS logos, and should respect copyright, privacy, fair use, financial disclosure, and other applicable laws.

### 5.18 **MONITORING**

The employee’s work output, whether it is in paperwork, or computer files, belongs to *Twin Cities International Schools*. As such, that work output is always subject to review by *Twin Cities International Schools* whether it is stored electronically, on paper, or in any other form. In addition, business equipment, including computers and desks belong to *Twin Cities International Schools* and are subject to search or investigation.

## 5.19 PATENTS AND COPYRIGHTS

Any patent or copyright developed by an employee in conjunction with and/or as a result of his/her employment with *Twin Cities International Schools* are the property of the Schools. Any information pertaining to such patent or copyright must remain on the Schools premise.

## 5.20 CHILDREN IN THE WORKPLACE

The presence of children in the workplace with the employee parent during the employee's workday is to be avoided, except in emergency situations. This policy is established to avoid disruptions in the job duties of the employee and co-workers and reduce the liability for the school.

In certain circumstances, an employee may have their children accompany them to work for a brief period of time. However, the employee must obtain permission from the Director or Administration. A release of liability form must be signed prior to or at the start of the day the child attends. Factors the Director will consider are how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee and co-worker's work. Consideration will not be given to allow a child with an illness to come to work with the employee. A child brought to the workplace will be the responsibility of the employee parent and must be accompanied and under the direct supervision of the employee at all times.

If the child occurs any expenses while at the school the employee parent will cover all such expenses.

## SECTION VI SAFETY POLICY AND PROCEDURES

### 6.0 SAFETY

*Twin Cities International Schools* is committed to the safety of its employees, its property, and equipment. To this end, we will utilize a safety program in our daily activities to be observed by employees of *Twin Cities International Schools* at all times. Please also refer to the *TCIS Emergency Action Plan* handbook (in your possession), considered a part of this Employee Handbook.

With regard to these rules, the following will be considered standard procedure for all employees:

Should a safety regulation be modified so that an employee's safety is something less than it should be, the employee should inform their Director.

All questions concerning the reasoning for safety issues may be asked of any member of administration, at any time.

It is the administration's responsibility to see that every employee at *Twin Cities International Schools* is provided with safe working conditions. All safety regulations are observed in accordance with OSHA, and employees use good common sense to protect themselves, as well as others. Administration will periodically inspect working conditions and may suspend all work activity until an unsafe condition is corrected.

The most important part of safety is **YOU**. It is **your responsibility** to abide by the safety rules that are made for **your protection**. **IMMEDIATELY** report all personal injuries no matter how minor. Report all dangerous conditions and practices to the administration.

In the event of a vehicular accident involving a Schools-owned/leased vehicle, or while on Schools business, report all information immediately to the office. In no instance should responsibility for an accident be expressed to anyone until the proper person in the School has been notified and permission has been obtained to make statements.

No one, other than an authorized School employee, is permitted to operate or ride in a School-owned/leased vehicle.

Vehicles must be kept clean (interior and exterior) at all times.

Vehicles must be properly maintained according to the manufacturer's schedule.

Any employee who misuses a School-owned/leased vehicle will be subject to dismissal.

Any damage to a School-owned/leased vehicle caused by an employee's carelessness or misjudgment is the responsibility of the employee. This includes insurance deductibles.

## 6.1 **WORKERS' COMPENSATION**

Employees of *Twin Cities International Schools* are covered by workers' compensation insurance that is purchased by the Schools. Workers' compensation provides medical benefits and wages, if eligible, to the employee for any illness, accidental injury, or death suffered in the course of employment in accordance with the laws of the state of Minnesota.

**Eligibility** – Employees are eligible for workers' compensation benefits upon date of hire.

**Reporting an injury** – All injuries must be immediately reported to any *TWIN CITIES INTERNATIONAL SCHOOLS* Supervisor and Human Resources.

**First Report of Injury** – All work related illnesses or injuries must be filed within 24 hours occurrence.

**Effect on Continuous Service Date** - Any time lost by an employee due to an occupational illness or injury covered by workers' compensation insurance will be credited as active service for all School benefits.

The Schools will comply with all state and federal laws pertaining to workers' occupational diseases and workers' compensation.

## 6.2 **TRANSPORTATION OF STUDENTS**

The School contracts for all Student busing services and transportation, The School also owns and utilizes two (2) School transportation vehicles (vans) only to be driven by approved drivers (as designated per School insurance).

Students cannot be transported by any means by staff/employees without prior approval from Administration.

## SECTION VII

### EMPLOYEE HIRING PROCEDURE, PAY SCALE AND STIPEND RATES

#### 7.0 EMPLOYEE HIRING PROCEDURE (K-8)

##### LICENSED STAFF:

**Initial Screening:** Administrative Team and Human Resources review potential candidates submitted resume, application packet and any additional materials. If job position requirements are met, screening interviews are approved and scheduled.

**Screening Interview:** Question and answer interview session with candidate by the screening interview team, consisting of administration and human resources. If a candidate is considered for advancement in the hiring process, reference checks will be completed.

**Reference Checks:** To be completed by Human Resources and/or Administration. If a candidate is considered for advancement after completed checks, a teaching interview will be requested from the candidate.

**Teaching Interview:** Candidate is to prepare and present a 20-30 minute sample lesson to a relevant position grade level classroom. Observation team is to include: 1-2 teachers, 1-2 administration team members, and 1-2 instructional coaches. After the conclusion of the sample lesson, a debriefing of the presented lesson with the observation team and candidate will occur. If necessary, an additional Teaching Interview may be requested.

**Notification of Candidate:** If selected for position, candidate will be sent an Employment Agreement Offer, to be reviewed and returned to TCIS within a three (3) day timeframe.

##### ADDITIONAL HIRING PROCEDURES:

**Educational Assistants:** Applicants will be interviewed by school director in consultation with administrative team members, a teacher and an educational assistant when possible.

**School Support Staff:** Applicants will be interviewed by the director in consultation with administrative team members and instructional staff when possible.

**Substitute or Short-Term Positions:** Substitute or short-term positions will be hired by the Director on an as-needed basis. In an emergency situation, the directors are authorized to hire needed personnel after consultation with the board chair.

**Other Positions:** Applicants will be interviewed by the school director in consultation with school employees when possible.

**Exceptions to Policy:** The hiring guidelines given below will be followed to the greatest extent possible. If it is not possible to follow the guidelines, the director will notify the board chair before proceeding with hiring.

**Available positions will be posted on the school's website and various employment search websites.**

**During the summer months when school is not in session and no “Teaching Interview” is possible, school administration will have the ability to use their discretion in hiring all candidates.**

Please refer to Section 2.1 Equal Opportunity Policy and Section 2.2 Commitment to Equal Opportunity Policy for further information on TCIS hiring policies.

## **7.1 PAY SCALE AND STIPEND PAY RATES**

**Please refer to page 46 for 2024-25 Licensed Employee Pay Scale**

**Please refer to page 47 for 2024-25 Non-Licensed Employee Pay Scale**

### **Administrative Employee Hourly Rate: \$40.00/Hour**

Teachers shall be paid, when identified and pre-approved in an administrative role, with the exception of successful completion, for a pre-approved number of hours, at the Administrative Hourly Staff Development Rate for active participation in work-related and staff development activities outside the teacher’s defined day and of benefit to students.

### **Licensed Employee Hourly Flat Rate: \$30.00/Hour**

Licensed teachers shall be compensated at the hourly Flat rate of pay for work performed as specifically indicated, such as hourly employment, lost preparation or lunch time reimbursement, extended program assignments and for work performed beyond the teacher’s defined day.

In addition to the hourly flat rate, in the event of a necessary substitute teacher being unavailable,

therefore requiring students to be divided amongst grade level classrooms, a stipend of \$50.00

per day will be payable to each licensed teacher taking on additional students.

### **Educational Assistant Employee Hourly Flat Rate: \$20.00/Hour**

Educational Assistants shall be compensated at the hourly Flat rate of pay for work performed as specifically indicated, such as hourly employment, lost preparation or lunch time reimbursement, extended program assignments and for work performed beyond the teacher’s defined day.

### **Non-Licensed Employee Hourly Flat Rate: \$15.00/Hour**

Non-Licensed employees shall be compensated at the hourly Flat rate of pay for work performed as specifically indicated, such as hourly employment, lost preparation or lunch time reimbursement, extended program assignments and for work performed beyond the teacher’s defined day.

### **TCIS may use federal grant monies to:**

- Offer hiring/signing bonus pay to instructional staff, as stated on available job postings, to be paid in two (2) increments during the school year (Dec & June) and is contingent upon continuation of employment throughout that time period.
- Offer retention bonus pay to instructional staff as determined by the TCIS Board of Directors upon request from school administration.
- Pay a stipend or bonus for the recruitment of a teacher or school leader by other instructional staff.
- Pay a salary differential or incentive pay to instructional staff to work in high-need subjects.

**Twin Cities International Schools  
Pay Scale 2024-2025  
Licensed Employees**

<b>Step of Experience</b>	<b>Bachelor's Degree</b>	<b>Master's Degree</b>	<b>Master's + 60 credits or Ed.D./Ph.D.</b>
<b>1</b>	\$46,173.73	+ \$3,500	+ \$5,000
<b>2</b>	\$47,552.20	+ \$3,500	+ \$5,000
<b>3</b>	\$48,930.71	+ \$3,500	+ \$5,000
<b>4*</b>	\$50,309.21	+ \$3,500	+ \$5,000
<b>5</b>	\$53,075.20	+ \$3,500	+ \$5,000
<b>6</b>	\$54,453.96	+ \$3,500	+ \$5,000
<b>7</b>	\$55,832.74	+ \$3,500	+ \$5,000
<b>8</b>	\$57,211.49	+ \$3,500	+ \$5,000
<b>9</b>	\$58,587.69	+ \$3,500	+ \$5,000
<b>10</b>	\$61,346.50	+ \$3,500	+ \$5,000
<b>11</b>	\$62,725.26	+ \$3,500	+ \$5,000
<b>12</b>	\$64,104.02	+ \$3,500	+ \$5,000
<b>13</b>	\$65,482.76	+ \$3,500	+ \$5,000
<b>14</b>	\$66,861.19	+ \$3,500	+ \$5,000
<b>15</b>	\$69,619.04	+ \$3,500	+ \$5,000
<b>20</b>	\$76,511.58	+ \$3,500	+ \$5,000
<b>25 + years</b>	\$83,404.08	+ \$3,500	+ \$5,000

\*Employees with a valid Minnesota Tier 3 or 4 Teaching License will start at a minimum of Step 4

**Benefits in addition to Salary:**

Health/Dental

Life Insurance (annual salary)

Short and Long Term Disability

TRA @ 7.75% employee deduction rate and 8.75% employer contribution rate

Worker's Compensation

Tuition Reimbursement \$1,000.00 (Please see requirements)

04/19/2024

**Twin Cities International Schools  
Pay Scale 2024-2025  
Non-Licensed Employees**

<b>Years of Experience</b>	<b>Pay Scale</b>
<b>1</b>	\$36,720.00
<b>2</b>	\$37,230.00
<b>3</b>	\$37,740.00
<b>4</b>	\$38,250.00
<b>5</b>	\$40,290.00
<b>6</b>	\$40,800.00
<b>7</b>	\$41,310.00
<b>8</b>	\$42,840.00
<b>9</b>	\$43,860.00
<b>10 + years</b>	\$45,900.00
<b>15 + years</b>	\$51,000.00

**Benefits in addition to Salary:**

Health/Dental

Life Insurance (annual salary)

Short and Long Term Disability

PERA @ 6.50% employee and 7.50% employer

Worker's Compensation

Tuition Reimbursement \$500.00 (Please see requirements)

04/19/2024