

**HANDBOOK FOR INDEPENDENT EMPLOYEES
IN THE COMMUNITY EDUCATION PROGRAM OF
INDEPENDENT SCHOOL DISTRICT 192 – updated and board approved 9/26/22**

This handbook covers current personnel procedures and practices for regular full time community education employees who work a minimum of 174 days/year and who are not affiliated with a bargaining unit. Although we have attempted to address matters of general applicability to independent employees of District 192, we know that it does not cover every situation which might arise. The publication, *Employee Orientation Handbook for Independent School District 192*, as well as District policies and regulations are additional resources for employees needing information about employment policies and procedures.

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

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

HOURS OF EMPLOYMENT

Work schedules are established by the immediate supervisor and generally include an eight hour day for full time employees plus a one-half hour unpaid lunch. Positions exempt from the Fair Labor Standards Act may require working longer than an 8 hour day without additional compensation. Part time employees work a modified schedule as determined by the supervisor. Any modifications to the general hours must be arranged and authorized in advance by the immediate supervisor who will take into account the need to continue the efficient operation and supervision of the department.

HOLIDAYS

There are eleven paid holidays for full time employees who are regularly scheduled to work 240 to 260 days per year and at least 30 hours per week as follows:

Normally, the holidays shall be New Years' Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, December 24th, December 25th and New Year's Eve Day. The School District may choose to exchange the Good Friday holiday for Martin Luther King Jr. Day (third Monday in January) as the designated holiday. The School District will provide notice in the first year that this exchange will take place and thereafter the days will be exchanged in the above list for future contracts.

Employees who are scheduled to work between 230 and 239 days per year and at least 30 hours per week shall receive the following ten paid holidays:

Normally, the holidays shall be New Years' Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, December 24th, December 25th

and New Year's Eve Day. The School District may choose to exchange the Good Friday holiday for Martin Luther King Jr. Day (third Monday in January) as the designated holiday. The School District will provide notice in the first year that this exchange will take place and thereafter the days will be exchanged in the above list for future contracts.

Employees who are scheduled to work between 174 and 229 days per year and at least 30 hours per week shall receive the following five paid holidays:

New Years Day, Memorial Day, Labor Day, Thanksgiving Day and December 25th.

If school is in session, the School Board reserves the right to cancel any of the above holidays and establish another holiday in lieu thereof. If a holiday occurs during the employee's vacation the employee is not required to use vacation hours for that holiday. When a holiday falls on Saturday or Sunday, another day will be observed as the holiday as determined by the School District. An employee must be on paid status the work day before the holiday and the work day following the holiday in order to receive holiday pay.

PERSONAL LEAVE

Regular independent employees may be granted no more than three (3) paid personal leave days per year if employed at least 174 days per year and 30 or more hours per week. Such leave shall not be deducted from sick leave or vacation and is not cumulative. Leave may be used for personal business or emergency reasons which cannot be taken care of during non-work hours and days used shall not be deducted from any other leave category. Requests for personal leave must be made in writing or other established process in advance. No reason for such leave need be stated. The school district reserves the right to refuse to deny such leave if under the circumstances involved the school district determines that such leave should not be granted. All leaves must have prior approval by the supervisor.

Personal leave accruals are pro-rated for eligible employees who begin employment after the start of their regular work year, end employment prior to the end of their regular work year, are on an unpaid leave of absence for 30 calendar days or more and for employees in positions of less than 40 hours per week. Employees who leave employment during the year, may not have earned all personal leave that has been used and must reimburse the district through the regular payroll system for any used but unearned days. Unused days are not paid out to any employee who leaves employment during the duty year. Personal leave not taken by June 30 will be forfeited.

VACATION

Regular independent employees may earn paid vacation if they are scheduled to work 230 days per year and 30 or more hours per week. Vacation earned shall be pro-rated for eligible employees who work less than 2080 hours per year. Annual leave allotments are generally allocated at the beginning of the fiscal year in which it will be earned (therefore, employees who leave employment during the year, may not have earned all that has been used and must reimburse the district through the regular payroll system for any used but unearned days). In rare cases, previous years of experience in a similar position may be considered for placement on the vacation schedule. All vacation requests must be pre-approved by the Supervisor through the established process.

- In the 1st through 3rd year of service 10 days
- In the 4th through 6th year of service 15 days
- In the 7th through 11th year of service 20 days
- In the 12th or more years of service 25 days

Vacation leave accruals are pro-rated for eligible employees who begin employment after July 1, end employment prior to June 30, are on an unpaid leave of absence of 30 calendar days or more and for employees in positions which are less than 260 days per year or less than 40 hours per week. Pro-rata formulas for eligible part time staff are based on 2080 hours per year.

For the purpose of determining the months of service on the schedule below for pro-rata vacation upon initial employment, personnel whose first day of service is on or before the 15th of any month, will be considered as employed for the entire month. Personnel whose first day of service is on or after the 16th of any month, will be considered employed as of the month following employment.

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

Vacation must be used by August 31st of the year after it is earned or it will be forfeited. At time of resignation or retirement with a minimum of two weeks written notice to the School District, the ending balance of unused vacation will be paid to the employee at a rate of pay equal to the employee's hourly rate of pay (excluding longevity) to a maximum of two times the employee's annual vacation allocation.

SICK LEAVE

At the beginning of each fiscal year, regular employees who work at least 30 hours per week shall be advanced sick leave at the rates indicated below. Sick leave with pay shall be allowed by the school district whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. The school district may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Eligible employees shall earn sick leave at the rate of one hour of leave for each 17 hours of service in the school district to a maximum of 800 hours.

Leave allotments are pro-rated for employees who begin employment after July 1 or end employment prior to June 30 or who are on an unpaid leave of absence status for more than 30 calendar days in the year. Any employee who uses more than the amount of sick leave earned shall repay to the school district the amount of the sick leave used in excess of the amount earned due to a leave of absence or termination of employment.

An employee who becomes injured while performing his/her duties as an employee and thus becomes eligible for benefits under worker's compensation provisions may elect to use sick leave on a pro rata basis in order to maintain the level of income earned prior to the injury. Such use of sick leave shall continue until available sick leave has been exhausted. Further, such use of sick leave shall not result in the payment of a total weekly rate of compensation that exceeds the weekly wage of the employee.

Family Illness - Sick leave shall cover the illness of the employee as well as the illness of the employee's spouse, children, father or mother providing the illness is of a nature

demanding the employee's presence. It shall also cover any additional relationships listed in MN Statute 181.9413 which as of July, 2018 also includes: siblings, mother-in-law, father-in-law, grandchild, grandparent or step-parent. A doctor's statement may be requested to verify an absence.

Bereavement - Death in the immediate family of the employee may also be included as authorized sick leave as needed. "Immediate family" for this subdivision is defined as the employee's spouse, parents, children, grandparents, grandchildren, brother, sister, sister-in-law, brother-in-law, and the spouse's parents.

JURY DUTY

In the event the employee is called to serve jury duty, the employee shall receive the difference between jury fees, excluding travel and meal reimbursement, and the employee's base daily salary rate of pay for each work day of the absence, without deduction from any of the employee's accumulated leave.

INSURANCE

LIFE INSURANCE

The School District will pay the total premium for \$75,000 of coverage for each regular, independent community education employee who works a minimum of 30 hours per week for at 174 days per year who is enrolled in the basic life insurance and accidental death and dismemberment program.

LONG TERM DISABILITY INSURANCE

Regular independent employees who work a minimum of 30 hours per week and at least 174 days per year are eligible for coverage in the school district's long-term disability plan providing a benefit of sixty-six percent (66%) of the employee's regular monthly compensation, with a waiting period of not more than six (60) calendar days after the date of disability, with such benefits to continue until the employee reaches the age of sixty-five (65) and as long as the employee remains disabled subject to policy provisions.

The School District will pay the total premium for each eligible employee enrolled in the long term disability plan.

HEALTH AND HOSPITALIZATION INSURANCE

The school district shall contribute an annual sum noted below toward total health and hospitalization insurance for eligible employees enrolled in the district sponsored health and hospitalization coverage (pro-rated for partial year employment due to an unpaid leave of absence, being newly hired or termination/resignation). Any additional cost of the premium(s) shall be borne by the employee and paid by payroll deduction.

Plans A or B: \$6,642 Single, \$9,000 Two-party, \$9,000 Family

Plan C: effective July 1, 2022 \$8,033 Single, \$14,020 Two-party, \$14,392 Family

Plan C: effective July 1, 2023 \$8,515 Single, \$14,861 Two-party, \$14,979 Family

Employees hired to the independent group on or after July 1, 2018 are only eligible to participate in the H.SA compatible health and hospitalization insurance Plan C. Once an existing employee is enrolled in the H.SA compatible health and hospitalization plan C, he/she is no longer eligible to return to Plans A or B. Eligible employees will include independent employees scheduled to work thirty (30) or more hours per week for at least 174 days per year in a regular position. Enrollment must take place within 30 days of hire and coverage is effective retroactive to the first day of work.

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

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

If the eligible employee does not participate in any of the school district health and hospitalization insurance plans, the school district shall contribute on an annual basis a total sum of \$1,000.00 into a Health Care Reimbursement Account for the employee (pro-rated for partial year employment due to an unpaid leave of absence, being newly hired or termination/resignation).

Eligible employees enrolled in the district's high deductible health insurance plan (Plan C) will receive a district contribution into the district Health Savings Account Plan of \$1,000 per year. Such contribution will be made in a lump sum on or about July 15 each year. Qualified employees hired after that date will receive a pro-rata contribution for the year shortly after enrollment in the high deductible health insurance plan. Eligible employees who provide approved documentation that he/she has received a preventive health insurance examination with age appropriate screenings in the previous calendar year, will receive an additional \$200 contribution into his/her Health Savings Account Plan on the following January 15. Employees who are enrolled in the high deductible health insurance plan (Plan C) also have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the Health Savings Account Plan with the District. All monthly expenses will be paid by the employee.

Combined Insurance Contributions: If the spouse of an independent employee is a full time employee of this school district, the district shall allow, upon the married employee's request, the combination of one family contribution and one single contribution toward the premium cost of family insurance. The district's total contribution shall not exceed the sum of the family and single contribution as defined in each employee's respective working agreement. The district shall allow, upon the married employee's request, the combination of two single contributions toward the premium cost of the 2-party insurance. The district's total contribution shall not exceed the sum of the two single contributions.

An employee who is or wishes to be covered under a spouse's Health Care Savings Account (HSA) plan and is also enrolled under the School District's HRA, shall have access to his/her HRA plan suspended. This change enables the employee to preserve their eligibility under their spouse's HSA plan. The School District shall continue to fund the employee's HRA in accordance with the eligibility requirements. The employee will not be allowed to access their HRA account for reimbursements while it is suspended.

If the employee is enrolled in the School District's HRA plan and wishes to suspend his/her HRA account, he/she will sign a Health Reimbursement Arrangement Plan Suspension Election/rescission of Suspension Election form. The same form will be used to rescind the suspension.

Employees will not receive reimbursements from their HRA account for themselves, spouse or dependents for any expenses incurred while the HRA account is suspended. An employee may not modify or revoke the agreement during the Plan Year.

DENTAL INSURANCE

The school district will make a contribution toward the premium for each regular, independent community education employee who works a minimum of 30 hours per week for at least 174 days per year who is enrolled in the school district's group dental plan for single or family coverage in an amount equal to the highest district contribution granted other negotiating bodies, not to exceed 100% of premium.

RETIREMENT

RETIREMENT - TAX SHELTERED ANNUITY (TSA) MATCH

The community education employee will have the opportunity to determine what part of his/her salary he/she would like to take as salary and what portion he/she would like to place in a school district approved TSA of his/her choice pursuant to Section 403(b) of the Internal Revenue Code of 1986, and as otherwise provided by law. Contributions placed in a qualifying TSA for employees will be matched by school district contributions to that TSA on a dollar-for-dollar basis for full time employees who work a minimum of 30 hours per week and at least 174 days per year, up to a maximum of \$1,000 per year.

RETIREMENT - HEALTH CARE REIMBURSEMENT ACCOUNT

Each July after completion of 9 months of continuous service as an independent employee, the school district will contribute \$1,000 into a Health Care Reimbursement Account for employees employed by the District who are scheduled to work a minimum of 30 hours per week and 174 days per year.

RETIREE INSURANCE

In accordance with the provisions of state/federal law, independent employees who retire from the School District and receive TRA or PERA pension benefits will be allowed to continue in the District's health and hospitalization and dental insurance programs at their own expense.

MISCELLANEOUS

CONFERENCES, CONVENTIONS, AND PROFESSIONAL MEMBERSHIPS

The school district shall pay all legally valid expenses and fees for the employee's attendance at professional conferences and meetings with other agencies when attendance thereof is required, directed or permitted by the Superintendent. The employee shall file itemized expense statements to be processed and approved as provided by law.

The district shall pay the cost of dues to professional organizations relevant to the employee's responsibilities as directed or permitted by the Superintendent. It is understood that this refers to state and national professional organizations consistent with the assignments of the employee.

SCHOOL DISTRICT BUSINESS EXPENSE/MILEAGE

With prior supervisory approval, the school district shall reimburse the employee for reasonable and necessary expenses incurred by the employee in conducting school district business upon submission of an expense report to the Superintendent for approval. The employee shall be paid mileage for travel at the rate provided in the school district policy for use of private automobiles on school district business.

UNPAID LEAVE OF ABSENCE

An employee may apply for and may be granted an unpaid leave of absence subject to the sole discretion and approval of the School Board. An employee on leave of absence shall not accrue any leave credit while on such unpaid leave. In addition, an employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. Except under the terms and conditions of FMLA, the employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the school district monthly premium in advance.

SHORT TERM UNPAID LEAVE OF ABSENCE

A request for a short-term absence without pay may be approved in exceptional circumstances. Requests for short-term absence without pay shall be submitted thirty days prior to the proposed beginning of the absence, whenever possible. If approved, the absence without pay shall not exceed ten days per school year.

All benefits included herein are pro-rated for partial year employment (leaves of absence, hired after normal start date of position or resignation/termination).

LONGEVITY PROGRAM FOR REGULAR INDEPENDENT EMPLOYEES
NOVEMBER 26, 2012 – BOARD APPROVED

- Effective July 1, 2012, employees who are scheduled to work assignments which are a minimum of 35 hours per week and 170 to 229 days per year shall receive a \$250 longevity payment on June 30 following completion of five (5) consecutive years of employment in the district as an independent employee and continue to receive \$250 (non-cumulative) each June 30 thereafter. No such employee shall receive more than \$250 longevity pay in any one year.
- Effective July 1, 2012, employees who are scheduled to work assignments which are a minimum of 35 hours per week and 170 to 229 days per year shall receive a \$500 longevity payment on June 30 following completion of ten (10) consecutive years of employment in the district as an independent employee and continue to receive \$500 (non-cumulative) each June 30 thereafter. No such employee shall receive more than \$500 longevity pay in any one year.

- Effective July 1, 2012, employees who are scheduled to work a minimum of 40 hours per week and at least 230 days per year shall receive a \$500 longevity payment on June 30 following completion of five (5) consecutive years of employment in the district as an independent employee and continue to receive \$500 (non-cumulative) each June 30 thereafter. No such employee shall receive more than \$500 longevity in any one year. Employees who are scheduled to work part time assignments of at 20 or more hours per week, and at least 230 days per year shall be eligible for pro-rata longevity payments under the same conditions.
- Effective July 1, 2012, employees who are scheduled to work a minimum of 40 hours per week and at least 230 days per year shall receive a \$1,000 longevity payment on June 30 following completion of ten (10) consecutive years of employment in the district as an independent employee and continue to receive \$1,000 (non-cumulative) each June 30 thereafter. No such employee shall receive more than \$1,000 longevity in any one year. Employees who are scheduled to work part time assignments of 20 or more hours per week and at least 230 days per year shall be eligible for pro-rata longevity payments under the same conditions.

During the 2012-2013 transition year, payment will be made on the payroll period closest to the employee's anniversary date as an independent employee; but in subsequent years, payment will instead be made on June 30 following the employee's anniversary date.

Employees who leave employment before the end of their usual work year or who do not have satisfactory work performance are not eligible to receive any longevity payment for the year.

Employees hired between July 1 and December 31 into an independent position will be considered to have been hired on July 1 for the years of service calculation for longevity purposes.

This longevity program replaces any other longevity program or agreement previously established.