

**Handbook  
For  
Non-Affiliated  
Employees**

2018-2019



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This handbook covers current personnel procedures/practices for employees who are not affiliated with a bargaining unit. Although we have attempted to address matters of general applicability to non-affiliated employees of District 621, we know that it does not cover every situation that might arise. District policies and regulations (see your supervisor) are additional resources for employees needing information about employment policies and procedures.

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

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

## **Hours of Employment**

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

## **Work Year**

Employees working less than twelve (12) months will observe a work year in accordance with job requirements and/or supervisor direction. Employees must work a minimum of two hundred sixteen (216) days to be considered a ten (10) month employee a minimum of two hundred and thirty- nine (239) days as an eleven (11) month employee and at a minimum of two hundred and sixty (260) days to be considered a twelve (12) month employee.

## **Emergency Closing of Schools**

When the Superintendent orders schools to be closed because of an emergency or bad weather, all employees are expected to attempt to report to work as soon as possible. Those employees who do not report to work will be required to use paid time off (PTO).

## **Compensatory Time and Overtime**

For hourly non-exempt employees, all hours worked beyond the regular forty (40) hour work week must be approved in advance by the immediate supervisor and must be completed in the work place. All approved overtime hours must be submitted to Payroll on a time card and all compensatory time hours must be submitted to the Human Resources Office on the Time Off Report Form showing date worked and number of hours worked. Both must be signed by the immediate supervisor. In addition, comp time will not be allowed to carry over from one fiscal year

to the next. Arrangements to use comp time must be made in advance with your supervisor and it is to be used in the fiscal year it was earned or be paid out at the end of each fiscal year.

The Human Resources Office will provide you with information as to whether or not your employment qualifies for time-and one-half payments under the Fair Labor Standards Act (FLSA).

**Performance Evaluations**

Evaluations are completed in accordance with Policy EG 5101 Performance Review of Support Staff. The primary purposes of employee performance reviews are to evaluate job performance, identify individual strengths and/or weaknesses and to aid the employee in gaining insight into those areas requiring further development and/or remediation. Each performance review will consist of a combination of general observations, formal conferences and a written evaluation on a District approved form with the immediate supervisor or designee. The performance review will take place on an annual basis.

**Time Off/Holidays/Leave**

**Paid Time Off (PTO)**

Non-affiliated employees receive paid time off (PTO) days. Annual PTO allotments are allocated in advance at the beginning of the fiscal year. Leave balances are prorated for employees who begin employment after July 1 or end employment prior to June 30.

PTO balances are also reduced for any period of the year that the employee is on an unpaid status. Employees must work at least twenty hours per week and at least two hundred and sixteen (216) days per year to be eligible for paid time off. PTO is prorated for eligible part-time employees. Effective at the beginning of each fiscal year, PTO will be granted based on the schedule below.

All PTO requests must be approved in advance by the direct supervisor.

**PTO Allocations Hire Date Prior to July 1, 2018**

Assistant Superintendent, Executive Directors, Directors  
 41 days per year or in accordance with individual contracts, whichever is greater  
 20+ years: 45 Days

Assistant Directors, Coordinators, Managers

Years	12 Month	11 Month	10 Month
0-12	36	32.5	29.5
14	37	33.5	30.5
15	38	34.5	31.5
16	39	35.	32
17	40	36	33
18	41	37	34

Supervisors, Specialists Technicians, Confidential Employees

Years	12 Month	11 Month	10 Month
0-7	31	28	25.5
8	32	29	26.5
9	33	30	27
10	34	31	28
11	35	32	29
12	36	33	29.5
14	37	34	30.5
15	38	35	31.5
16	39	36	32
17	40	37	33
18	41	38	34

Service Coordinators

12 month employees  
16 days

11 month employees  
14 days

10 month employees  
13 days

**PTO Allocations: Hire Date July 1, 2018 or greater**

Assistant Superintendent and Directors

36 Days

Assistant Directors, Coordinators and Managers

Years	12 Month	10 Month
0-9	32 days	27 days
10-14	35 days	29 days
15+	37 days	32 days

Supervisors, Specialists

Years	12 Month	10 Month
0-9	27 days	22 days
10-14	28 days	23 days
15+	30 days	25 days

Service Coordinators

12 Month	10 Month
14 days	9 days

Employees whose titles are not listed above will be granted PTO as determined by the Employer. Employees hired between July 1 and December 31 will be considered to have completed one full year of service on the following July 1 following his/her employment date for advancement on the PTO schedule.

**Banked Sick Leave**

Non Affiliated employees may carry over unused PTO into a banked Sick Leave based on the following schedule:

- Twelve (12) month employees: eight (8) days
- Eleven (11) month employees: seven (7) days
- Ten (10) month employees: six (6) days

The maximum number of days allowed in the bank sick leave will be one hundred and twenty (120). Any days in excess of this will be forfeited.

To access banked sick leave an employee must be on an approved family or medical leave. An employee on an approved family or medical leave will draw from their sick bank first before using PTO allocations.

Upon termination, resignation or retirement, any balances in the banked sick leave will be forfeited.

All approved medical and family leaves will run concurrently with Federal and State leave laws.

### **Holidays**

Holidays are designated by the Employer prior to June 1 of each year, for the following fiscal year.

- eleven (11) paid holidays for all twelve (12) and eleven (11) month employees
- ten (10) paid holidays for all ten (10) month employees.
- employees who work less than ten (10) months receive holidays at the discretion of the Employer.

### **Bereavement Leave**

Upon notification and arrangement with the immediate supervisor, up to five days paid leave, non-accumulative, may be used by an employee for attendance at or arrangement of the funeral of an employee's spouse, child, parent, brother, sister, daughter-in-law, son-in-law, grandparent, grandchild, brother-in-law, sister-in-law, spouse's parent or grandparent or other dependents.

PTO may be used to attend the funerals of relatives not listed above or friends.

### **Child Care Leave**

Non Affiliated employees may apply for an unpaid child care leave by notifying the building Principal or Department Head and Human Resources Department in writing at least sixty (60) days before the anticipated birth of the child.

The employee shall indicate on the written notification the employee's anticipated last working day and a return to work date. Employees may apply for child care leave up to one (1) calendar year following the birth of the child.

Pregnant employees may substitute available banked sick leave time at the time they are unable to work due to complications of pregnancy or delivery. Such use of paid time shall be limited to the period during the school year of related physical disability attested to by the attending physician.

In the event of unanticipated complications and/or outcome of the pregnancy, which may prompt a desire on the part of the employee to change his/her plans, the School District shall meet with the employee to explore options to return the employee to a position as soon as practicable.

Benefits during leave: Employees will remain eligible for the School District contributions toward the School District fringe benefit programs according to the provisions of the Family Medical Leave Act or State leave laws.

Return from Child Care Leave: Unless an extension of child care is requested and guaranteed, the employee shall either return to duty at the expiration of such leave, or the School District shall terminate the employee's service.

### **Parental Leave**

Expectant parents may use up to ten (10) days accumulated banked sick time at the time of birth of a child.

### **Adoption Leave**

A leave of absence without pay, for the purpose of adopting a child will be granted by the School District for a period of one (1) calendar year from the date of adoption. The exact length of the leave will remain flexible. Employees may use banked sick time for duty days that occur during the first six (6) weeks of the adoption leave.

Written application for such leave must be submitted at least thirty (30) days prior to the date of commencement of leave.

Benefits during leave: Employees will remain eligible for School District Contributions according to the provisions of Federal and State leave laws.

## **Unpaid Extended Leave**

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

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

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

An employee granted leave without pay shall remain eligible for benefit plans according to the benefit plan eligibility provision at personal expense in accordance with applicable State and Federal law.. Employees shall not accrue PTO while on periods of unpaid leave.

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

## **Short-term Unpaid Leave of Absence**

Provision has been made for short-term unpaid leave of absence in EG 5102. Requests for absence without pay shall be submitted thirty days prior to the proposed beginning of the absence. If approved, the absence without pay shall not exceed ten days per school year. Forms are available in the Human Resources Office.

## **Group Insurance**

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

### **Medical/Hospital/Dental Insurance**

The District will offer two health plan options for non-affiliated employees. The Employer will contribute toward the cost of single and dependent coverage for each employee enrolled in the plan(s). Contact Human Resources for rates.

### **Health Reimbursement Account**

The Employer will contribute annually the amount of seven hundred and fifty (\$750.00) for individual coverage and one thousand seven hundred and fifty (\$1,500) for family coverage into a health reimbursement account chosen by the Employer for reimbursement of IRC Section 213(d) medical expenses incurred by themselves and their spouses and dependents. The employee must be enrolled in the High Deductible Health Plan to be eligible for the contribution

### **Long-term Disability Insurance**

The Employer will pay the total premium for each full-time employee in the income protection plan, according to the terms of coverage in effect, providing disability payments of two-thirds of salary after ninety calendar days of disability. Rates are pro-rated for part-time employees. Contact Human Resources for rates.

### **Life Insurance**

The Employer will pay the total premium for each full-time employee for basic life insurance and accidental death and dismemberment coverage. The amount of the benefit is equal to two times the employee's annual salary. Each employee will have the option to purchase supplemental group life and accidental death and dismemberment in an amount equal to the basic coverage provided by the Employer. In addition each employee will have the option to purchase spousal life and dependent life. The supplemental coverage, spousal life and dependent life premiums will be paid by payroll deduction. Contact Human Resources for rates.

For more specific information regarding the group insurance plans please refer to the Group Master Contracts.

## **Supplemental Retirement Plans - Matching Program**

District regulation EG-5101 provides a District match to a qualifying tax sheltered annuity (403B) and is subject to the rules as entitled under Minnesota State Statutes 352.96 and 356.24 and Internal Revenue Service code 403B. The maximum annual District contribution shall be based on full years of service with Mounds View School District according to the following Schedule:

Less than one year:	\$0
1-3 years	\$500
3+ years	\$3,500

Changes in District matching amounts, based on years of service completed as of June 30 will be made on July 1 of each year.

Employees hired between July 1 and December 31 will be considered to have completed one full year of service on the following July 1 following his/her employment date for advancement on the District contribution schedule.

## Health Reimbursement Arrangement

Independent School District No. 621, Mounds View (“District”) has determined that, in order to assist employees in saving for their post-retirement healthcare costs, District employees who are employed as Non-Affiliated and are not subject to a collective bargaining agreement may participate in the Health Reimbursement Arrangement (HRA).

**Definitions:** As used by this plan document, the following words and phrases have the definitions contained herein:

1. Health Reimbursement Arrangement (HRA), as recognized by the IRS Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).
2. District employees who are employed as Non-affiliated are not subject to a collective bargaining agreement.
3. The District has designated three (3) distinct categories of Non-Affiliated employees; the Director’s Group (Deputy Superintendent, Directors and Executive Directors), the Manager’s Group (Assistant Directors, Coordinators and Managers), and the Specialist’s Group (Supervisors, Specialists Technicians, and Confidential employees).
4. Retirement or resignation of employment with Mounds View Schools District shall not include a resignation tendered while the employee is the subject of an investigation into alleged wrongdoing, while there are charges or complaints pending against the employee or at anytime after the District’s School Board has resolved to terminate the employee.

**Eligibility:** Non-Affiliated employees must work at least twenty hours per week and at a minimum of 216 days per year to be eligible for an HRA. The HRA is pro-rated for eligible part-time employees.

### Contributions:

1. Level A: For eligible employees in the Manager’s Group and the Specialist’s Group, the employees will have the value of up to two (2) day’s of accumulated paid time off (PTO) deposited at fiscal year end into a HRA chosen by the district. Any PTO days deposited will result in a corresponding reduction in accumulated PTO. Funds will become available at retirement or resignation of employment with Mounds View School District.
2. Level B: For eligible employees in the Director’s Group, the employees will have the following contributions deposited into an HRA, chosen by the District. Access to these funds will be available at retirement or resignation of employment with Mounds View School District. The use of these funds will be limited to health and/or dental insurance premiums only.

Employees hired on or after July 1, 2009 will have the value of four (4) day's of accumulated paid time off (PTO) deposited at fiscal year-end. Any PTO days deposited will result in a corresponding reduction in accumulated PTO.

Employees hired prior to July 1, 2009 will have the value of four (4) day's of pay for each year of service in the Mounds View Schools District deposited at retirement or resignation of employment with Mounds View School District.

**Calculations:** In applying the foregoing provisions, an employees daily rate of pay shall be the basic daily rate at the time of contribution, as provided in the basic salary schedule for that school year commencing July 1 through June 30, and shall not include any additional compensation such as performance pay, or other extra compensation.

**Limitations:** The total amount of School District contribution to the Level B employees hired prior to July 1, 2009 shall not exceed one-half the employee's annual salary, as set forth in Minnesota Statutes 465.722. Up to two (2) employees may access the benefit payout in a single fiscal year. Access to the HRA will be ordered on a first come, first served basis upon the Human Resources Department receipt of written notification of retirement or resignation. The third employee in a given year will not be able to access the benefit payout in that year, but will become the first to access the benefit in the following year.

## **Conferences and Conventions**

Attendance at professional meetings must be approved in advance by the immediate supervisor. See District Policy EG 5101 for specific procedures.

## **Mileage Reimbursement**

An employee will be reimbursed for any use of his/her personal automobile approved by the Employer at the mileage allowance rate established by the Internal Revenue Service for reimbursement purposes.

Mounds View Public Schools do not discriminate on the basis of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, or disability.

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