

ROSEVILLE AREA SCHOOLS

CONDITIONS OF EMPLOYMENT HANDBOOK

Community Education Managers

2019-2021

COMMUNITY EDUCATION MANAGERS

	<u>PAGE</u>
ARTICLE 1: GENERAL INFORMATION	4
ARTICLE 2: COMPENSATION	
Section 1: Salary Range	5
Section 2: Salary Progression	5
ARTICLE 3: INSURANCE	
Section 1: Medical Insurance	5
Section 2: Dental Insurance	5
Section 3: Flexible Spending	6
Section 4: Long-Term Disability Insurance.....	6
Section 5: Life Insurance	6
Section 6: Liability Insurance	6
Section 7: Workers' Compensation Insurance.....	6
ARTICLE 4: SICK/EMERGENCY, VACATION, AND HOLIDAYS	
Section 1: Sick or Emergency Leave.....	6
Section 2: Vacation	8
Section 3: Holidays.....	8
ARTICLE 5: LEAVES	9
Section 1: Short-Term Leaves	9
Section 2: Long-Term Leaves.....	9
Section 5: Child Care Leave	10
Section 6: Parental Leave.....	10
Section 7: Military Leave.....	11
Section 11: Emergency School Closing	11
ARTICLE 6: RETIREMENT	11
ARTICLE 7: EARLY RETIREMENT – SEVERANCE PAY	
Section 1: Eligibility	11
Section 2: Computation of Severance Pay	12
Section 3: Rate of Pay	12
Section 4: Payment Date.....	12
Section 5: Insurance	12
Section 6: Discharge for Cause.....	12
Section 7: Death Benefits.....	12
ARTICLE 8: POST RETIREMENT HEALTH CARE SAVINGS PLAN	13
ARTICLE 9: MATCHING ANNUITY PROGRAM	13

COMMUNITY EDUCATION MANAGERS

ARTICLE 1 - GENERAL INFORMATION

Section 1. At-Will-Employment:

This handbook is meant strictly for information purposes regarding the employee's at-will employment with the District. It does not imply any continuing contract rights. Nothing in this handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Employment-at-will may be terminated at the will of either the employer or the employee. This employee handbook is not an implied or expressed employment contract. Existing policy and law will prevail over any inadvertent errors in the following text.

Section 2. Purpose:

The purpose of this handbook is to highlight information that will be useful and helpful to you. This handbook has been prepared to answer your general questions and to direct individuals who can provide more specific and detailed explanations. In this handbook you will find information pertaining to compensation, benefits, and programs with which you should familiar.

If you have any questions regarding information included in this handbook, please call the Human Resources office at 651-635-1611.

Section 3. Mission Statement

The mission of Roseville Area Schools is to provide Quality Teaching and Learning for All...
Equity in All We Do

Section 4. Term:

This handbook shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2021. If a new handbook has not been entered into prior to June 30, 2021, the terms of this Contract shall continue in full force and effect until modifications are made.

Section 5. Full-time Employment:

'Full-time' shall be defined as employees working 30 or more hours per week for at least 34 weeks in a fiscal year. Articles 2 – 9 shall apply only to employees who are considered 'full-time,' unless otherwise noted.

Section 6. Work Calendar:

The work calendar and schedule shall be determined by the supervising administrator.

ARTICLE 2 - COMPENSATION

Section 1. Salary Range:

Salary ranges listed below are based on a 260-day work calendar. Salaries for employees working less than 260 days will be pro-rated.

<u>Salary Range</u>	<u>2019-2020</u>	<u>2020-2021</u>
Community Ed District-Wide Managers (52 weeks) (ABE, Aquatics, Career Readiness, School Readiness, Out of School Time, etc.)	\$32,884-75,000	\$33,542-78,750

Section 2. Salary Progression

Subd. 1. Salary adjustments will be considered annually on July 1; although, employees may move at varying rates throughout the year depending on performance and changing job responsibilities.

ARTICLE 3 - INSURANCE

Section 1. Medical Insurance

Subd. 1. Coverage shall be available from the first day of employment provided the employee chooses to enroll in coverage. Each employee shall contribute through payroll deduction any excess of the monthly premium over the employer contribution toward insurance coverage for which the employee is enrolled.

The School Board shall contribute the following amounts for Medical Insurance:

District Monthly Medical Contribution	2019-20	2020-21
Dependent Coverage	\$1904.85	\$1904.85
Single Coverage	\$736.78	\$736.78

Any additional cost of the premium shall be paid for by the employee through payroll deduction.

Effective April 1, 2020, staff may only enroll in the high deductible medical plan. When enrolled, the district would contribute toward the cost of insurance premiums and also fund a VEBA spending account to be used to help pay deductibles and other out of pocket expenses.

Section 2. Dental Insurance

The District will pay up to \$104.55/month for dental coverage. Dental insurance coverage shall begin on the first day of the month immediately following employment provided the employee chooses to enroll in coverage. The cost of the premium not contributed by the district shall be paid for by the employee through payroll deduction.

Section 3. Flexible Spending:

This plan permits you to set aside money from your before-tax income, which you can use to pay for certain health care and dependent care expenses. As a result, your taxable income is reduced thereby saving you tax dollars. An enrollment opportunity will be held each May for the plan year beginning July 1.

Section 4. Long-Term Disability Insurance

The District will pay the full long-term disability insurance premiums for employees on a 70% coverage plan.

Section 5. Life Insurance

The District will pay the cost of \$100,000 Group Term Life insurance for each eligible employee.

Section 6. Liability Insurance

The School Board shall provide professional legal liability coverage to state required limits for each employee.

Section 7. Worker's Compensation Insurance

The School Board shall carry worker's compensation insurance on all employees in case of injury or accident while on school district business. When worker's compensation insurance payment to the employee has started, the employee will remain on the payroll, with the difference between the worker's compensation check and their salary charged to their leave until such sick leave is exhausted. The employee will keep the worker's compensation check, and the school district will adjust the salary and sick leave accordingly.

ARTICLE 4 - SICK/EMERGENCY, VACATION, AND HOLIDAYS

Section 1. Sick or Emergency Leave

- Subd. 1. Sick or emergency leave shall be earned at the rate of fifteen (15) days per year and shall be credited on the first day of each contract year. There shall be no limit on the accumulation of sick/emergency leave earned but not used in accordance with the provisions of this Section.
- Subd. 2. Sick leave may be used for personal illness or illness in the immediate family. Immediate family is defined as spouse, domestic partner, child, parent, or sibling, and in-laws or step-family members of a similar relationship.
- Subd. 3. If an employee is absent for personal illness in excess of three days, the school district may require that the illness be certified and permission given by a physician for the employee to return to work.

- Subd. 4. In the case of frequent or intermittent illness, the employee may be required to submit a certificate concerning the condition of health from a physician.

An employee may contribute up to forty (40) hours of sick leave to a “sick leave bank.” The maximum amount that may be accumulated in this bank is 2080 hours. Any unused sick leave bank hours will carry over from year to year. Leave from the bank may be applied for after the following conditions have been satisfied:

- 1) Exhausted their sick leave; and
- 2) Completed the wait period for LTD; and
- 3) Received notice of approval from the LTD insurance carrier.

Use of this sick leave bank is restricted to absences during the LTD wait period and will be paid retroactively up to a maximum of 30 days.

Subd. 5. Emergency Leave

Emergency leave shall be deducted from the employee's total accumulated sick or emergency leave and may be used as follows:

- A. Up to, but not to exceed, 5 days of use shall be allowed for absence due to death of spouse/partner child, or parent, as well as in-laws or step-family members of a similar relationship. Up to, but not to exceed, 2 days of use shall be allowed for absence due to death of a grandparent or sibling, as well as in-laws and step-family members of a similar relationship. Absence use due to death of a family member not listed above, close friend, or for other critical situations may be approved by the Superintendent or their designated agent.
- B. One day for critical situations not covered previously making it impossible for the employee to report for work may be allowed as determined by the Superintendent or their designated agent. Bad weather in the local area or poor driving conditions are not considered a legitimate excuse for a day when school is in session.
- C. Court appearances
 - a. If an employee is required to appear in court as a result of involvement in matters related to school duties, neither sick, nor emergency leave shall be deducted.
 - b. Absence of any employee due to court action initiated by the employee or an organization of which an employee is a member for personal, monetary or other gains shall require use of vacation. If no vacation is available, the employee may make application for short-term leave.
 - c. Time-off provisions for an employee required by the court to appear in cases not covered above will be considered on a case-by-case basis by the Superintendent or their designated agent

- d. Employees subpoenaed to serve on jury duty shall not have monies or leave time deducted for the days served. The per diem amount paid by the court for such service minus mileage and parking (with receipts) shall be remitted to the District.
 - e. Any unusual case of absence not covered above will be considered upon the presentation of the facts in writing to the Superintendent or their designated agent.
- Subd. 6. Upon termination of an employee's employment for any reason, all sick or emergency leave, current or cumulative, shall be automatically cancelled.
- Subd. 7. An employee who resigns for any reason and returns to the District within three (3) years shall retain all unused Sick and Emergency Leave accumulated from previous years.

Section 2. Vacations

Vacation will be credited to the employee on the first day of the fiscal year; however, if an employee starts mid-year or leaves the district before working the full fiscal year, their vacation shall be prorated. Upon termination, unused vacation will be paid to the employee up to a maximum of 70 days.

Vacation Allocation - Effective July 1st, 2020.

- 0-5 years - 21 days vacation per year
- 6-13 years –24 days vacation per year
- 14 years and over – 26 days vacation per year

Vacation days accumulated in excess of the amount outlined above shall be lost annually on the following June 30 or may accrue as part of the days for non-recurring purpose up to a maximum of forty-five (45) days.

An employee who is assigned a position in the Community Education Manager Group shall retain their prior years of service in the district for placement on the vacation schedule as outlined above.

Section 3. Holidays

There shall be ten (10) paid holidays for those working the full calendar year: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas, and two other days to be determined by the Board according to the school calendar.

ARTICLE 5 - LEAVES

Section 1. Short-Term Leaves

- Subd. 1. Short-term leave may be granted for a maximum of ten (10) working days.
- Subd. 2. Short-term leave shall only be granted only in extraordinary circumstances as determined by the Superintendent or their delegated agent.
- Subd. 3. Short-term leave shall be without pay and may only be requested if personal leave has been exhausted or is not available.
- Subd. 4. Short-term leave shall normally be available no more than once during each four-year period of employment.
- Subd. 5. An employee requesting such leave shall normally present such request no later than fifteen (15) working days prior to the desired day(s) of such leave to their supervising administrator and Human Resources. Such request shall be in writing and clearly express the reason(s) for such request.
- Subd. 6. Employee benefits in effect prior to the leave shall continue during the leave.
- Subd. 7. Upon approval, special conditions established by the administrator for such leave shall be in writing to the individual granted the leave. All conditions established must be met to be eligible for such leave.

Section 2. Long-Term Leaves

An individual employee may be granted a leave of absence without pay, up to one calendar year in length, pursuant to the leave policies established by the School Board. In the event that a leave is granted, the employee shall have the right to medical insurance and life insurance for a period not to exceed 18 months provided that the cost of such coverage is assumed by the individual employee. Employees on long-term leave must resign or commit to return a minimum of 60 days prior to the previously agreed upon end date of said leave.

Employment upon return from leave of absence would not necessarily be in the same position in the District.

Section 3. Child Care Leave

- Subd. 1. Any employee who becomes pregnant shall have the right to utilize accrued sick leave during the period of disability due to pregnancy, delivery and recovery in accordance with employment laws. In order to qualify for use of sick leave, verification of the beginning of the period of disability shall be provided to Human Resources by the employee. A postnatal statement of fitness to work from the attending physician establishing the end of disability shall be provided to the Human Resources Department by the Community Education Coordinator prior to return to duty.
- Subd. 2. Any employee shall have the right to receive a parental leave of absence, without pay, for six months for the purpose of maternity or adoption. This leave may also be taken following the utilization of the disability provisions provided in Subdivision 1 above.
- Subd. 3. The employee shall submit a written request indicating the proposed beginning and ending dates of the parental leave not less than forty-five (45) working days in advance of the intended commencement of such leave to Human Resources. The 45 working-day requirement may be waived by Human Resources if factors beyond the control of the employee are present.
- Subd. 4. The proposed beginning and/or ending dates may be adjusted by Human Resources to natural breaks in the school year after consultation with the employee and the supervising administrator.
- Subd. 5. Parental leave may be extended by mutual agreement between the employee and the school district for up to six additional months immediately following a parental leave as described in Subdivision 2 above.
- Subd. 6. Employees on parental leave may continue to participate in the health and/or life insurance programs but must pay the entire premium for such program(s) as the employee wishes to retain, commencing with the beginning of the parental leave or the exhaustion of FMLA (if applicable), whichever is later.
- Subd. 7. Up to five (5) ten days of emergency leave may be used by the father or non-child-bearing co-parent upon the birth of a child. Leave must be used within eight weeks of birth.

Section 4. Parental Leave

Minnesota Parental Leave Law allows employees to take unpaid time off to attend school conferences or other classroom activities involving the employee's children which cannot be scheduled during non-working hours. Employees may request a maximum of sixteen (16) hours in a fiscal year. Leave requests are subject to various requirements which may

include notifying the supervisor at least three (3) days in advance, submitting documentation of the event to the supervisor, and scheduling some of these activities outside of work hours, if possible.

Section 5. Military Leave

Military leave shall be granted pursuant to applicable law.

Section 6. Emergency School Closings

In the event a work day for employees in this group is cancelled by the District due to an emergency, the employee's time off balances shall not be deducted. In the event that a school day or workshop day is cancelled due to severe weather for employees outside of this group, employees in this unit shall still be required to report for duty on that day as soon as it is possible to do so safely. This shall be done on the honor system. Should an employee be entirely unable to report to work on that day they will be required to take a vacation day.

ARTICLE 6 - RETIREMENT

The retirement age shall be pursuant to Federal Law.

ARTICLE 7 - EARLY RETIREMENT – SEVERANCE PAY

Section 1. Eligibility

Early retirement shall be granted at age 55, providing qualifications are met. Employees who retire under the following conditions shall be eligible for severance pay:

- A. The provisions of this article do not apply to any member hired on or after July 1, 1994. Members hired on or after July 1, 1994: Provisions of Article Seven do not apply except that retirees may continue in the district's existing benefit package until age 65 at their own expense.
- B. At the time of the request for early retirement, the employee shall be a regular employee working a 30 hours/week or more for at least the school year.
- C. The employee shall have had a minimum of ten (10) consecutive years of employment, including the current year, each of which shall have been 6-hour days or more for at least the school year.
- D. A written resignation and request for early retirement must be submitted sixty (60) days before retirement will begin.
- E. The employee shall become at least 55 years of age on the birth date which occurs during the fiscal year (July 1 – June 30) in which the request for early retirement is made.

Section 2. Computation of Severance Pay

The employee shall be eligible to receive as severance pay upon retirement one (1) hour of severance pay for each hour of unused sick/emergency leave at the time of retirement, but not to exceed a total of 100 days pay.

Section 3. Rate of Pay

In applying the above provisions, the employee's rate of pay shall be the daily rate immediately preceding retirement.

Section 4. Payment

Each eligible member of the group will invest all available payments for severance, at retirement, into the post retirement health care savings plan. Severance pay shall be paid in one lump sum on either August 15th or December 30th.

Section 5. Insurance

The following insurance coverage shall be provided during the period of early retirement:

- A. The employee shall be allowed to remain a member of the medical group insurance program, with the same School District contribution as is provided for Community Education Managers actively employed, until the age of eligibility for Medicare. This benefit shall terminate at the death of the retiree or if the individual receives contributions from a subsequent employer.
- B. \$6,000 term life insurance shall be provided up to the retiree's age of eligibility for Medicare.

Section 6. Discharge for Cause

No employee shall be eligible for early retirement severance pay if discharge for cause by the District.

Section 7. Death Benefits

In the event of the death of the retiree, who at the time of death is carrying family coverage, any covered dependents may continue insurance at their expense according to MS 471.61, Subd.2b.

ARTICLE 8 - POST RETIREMENT HEALTH CARE SAVINGS PLAN

Post Retirement Health Care Savings Plan

In accordance with Minnesota Statute, Chapter 352.98, members of the Community Education Manager group will participate in the post retirement health care savings plan, as follows:

- Effective July 1, 2002 each eligible member of the group will invest 1% of salary into the Post Retirement Health Care Savings Plan.
- Effective July 1, 2007: Eligible members of the group will receive a district contribution of 1% of their salary into the post retirement health care savings plan.
- In addition, each eligible member of the group will invest all available payments for severance, at retirement, into the post retirement health care savings plan.

ARTICLE 9 - MATCHING ANNUITY PROGRAM

All members of the bargaining unit may participate in the district matching annuity program as provided in M.S. 356.24 according to the following provisions:

Eligibility: Effective July 1, 2006 members may participate in this matching annuity plan after one fiscal year of employment. Eligible employees are responsible to notify payroll of their interest to participate.

District Contribution: Effective July 1, 1994, the district shall match annually up to 2% of the base salary to either the Minnesota DCP or an appropriate 403(b) annuity on a dollar for dollar basis. The district's matching amount is not considered as reportable salary on the W-2 or for high five retirement.

Phase-in Provisions: Current members (hired before July, 1994) will have continued eligibility for provisions in Article VII District contributions to matching annuity will be subtracted from severance payment.

NOTE: Board contributions to matching annuity program belong to the individual member during and after employment in District 623.