# **ROSEVILLE AREA SCHOOLS**

CONDITIONS OF EMPLOYMENT

DISTRICT SUPPORT SERVICES

2021-2023

# Page

# DISTRICT SUPPORT SERVICES

<b>ARTICLE 1</b>	COMPENSATION	. 1
ARTICLE 2	INSURANCE	2
ARTICLE 3	SICK/EMERGENCY, VACATION, HOLIDAYS, & SCHOOL CLOSINGS	. 3
<b>ARTICLE 4</b>	LEAVES	. 6
ARTICLE 5	STAFF DEVELOPMENT PROGRAM	. 7
ARTICLE 6	RETIREMENT	. 8
<b>ARTICLE 7</b>	EARLY RETIREMENT – SEVERANCE PAY	. 8
ARTICLE 8	HEALTH CARE SAVINGS PLAN	.10
ARTICLE 9	MATCHING ANNUITY	.10

# **ARTICLE 1. COMPENSATION**

#### Section 1. Salary Structure

- Sub 1. The beginning salary is the salary at which one well qualified in the skill area, will be paid when initially employed.
- Sub 2. A salary within the range is the salary considered fair and equitable compensation for an employee who is fully qualified from the standpoint of training and experience and has proven their ability to perform effectively in all areas for which they are accountable. The salary at the top of the range may be granted to an employee who has exhibited continued excellent performance and personal growth.
- 2022-23 Sub 3. Salary Range 2021-22 \$48,000 - \$92,500 \$49,000-\$92,500 Executive Assistant Administrative Assistants Accounting Specialist Accounts Payable **District Accountant** HR Generalist Benefits & Insurance Specialist Lead Payroll Specialist **Payroll Specialist** Third Party Billing and Finance Specialist Transportation Coordinator Career Navigator

#### Section 2. Salary Progression

- Sub 1. Salary adjustments will be considered annually on July 1.
- Sub 2. Employees may move at varying rates and change more than once per year depending on performance and changing job responsibilities.

#### Section 3. Salary Payments

Sub 1. Salary shall be paid on the 15th and 30th or the duty day nearest the 15th and 30th. In the event the 15th or 30th falls on the weekend or on a holiday, payday shall be on the preceding workday.

## Section 4. Professional Development/ Organizational Dues

Sub 1. Each district support services employee shall annually have available \$500 for professional development or memberships for professional organizations.

# **ARTICLE 2. INSURANCE**

Employees who are contracted to work 30 hours or more per week are eligible for insurance benefits. District contributions are listed below.

Section 1. Medical Insurance

The district shall contribute the following amounts toward the cost of medical insurance premiums and VEBA spending accounts. Persons contracted to work 25-29 hours per week may participate in the medical plan at their own expense through payroll deduction.

<b>District Monthly Medical Contribution</b>	2021-22	2022-23
Dependent Coverage	\$1904.85	\$1962.00
Single Coverage	\$736.78	\$758.89

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

Staff may only enroll in the High Deductible Insurance Plan.

# Section 2. Dental Insurance

The district will pay up to \$104.55 per month for dental coverage.

# Section 3. Long Term Disability

The district will provide long-term disability insurance for all eligible employees

# Section 4. Life Insurance

The district will provide a \$70,000 Group Term Life insurance policy for each eligible employee.

# Section 5. Liability Insurance

The district provides liability coverage of up to statutory requirements for all employees.

# Section 6. Workers' Compensation Insurance

The district shall carry workers' compensation insurance on all employees in case of an injury or accident while at the workplace. When workers' compensation insurance payments to the employee have started, the employee will remain on the payroll, with the difference between the workers' compensation check and their salary charged to their sick leave until such sick leave is exhausted. The employee will keep the workers' compensation check, and the school district will adjust the salary and sick leave accordingly.

# **ARTICLE 3. SICK, VACATION, AND HOLIDAYS**

# Section 1. Sick or Emergency Leave

- Sub 1. Sick or emergency leave shall be earned at the rate of fifteen (15) days per year, cumulative annually for a total of not to exceed 185 days.
- Sub 2 . Sick leave is to be used to cover the personal or family illness.
  - a. If an employee is absent for personal illness in excess of three days, the school district may require that the illness be certified by the attending physician and permission given by the physician for the employee to return to work.
  - b. 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.
  - c. When an employee has used up his or her sick leave before income protection takes effect, and after a ten consecutive work day period without pay, the School Board may upon certification by a physician of inability to carry out the assigned duties, pay the employee one-half of the salary in effect at the time the absence began and until the 90 calendar day waiting period for income protection has elapsed.
- Sub 3. Sick Leave Bank
  - a. Employees may contribute up to forty hours of sick leave to a "sick leave bank." The maximum amount that may be contributed is 2080 hours. Leave from the bank may be applied for after the following conditions have been satisfied. The employee has:
    - Exhausted their sick leave
    - Completed the wait period for LTD
    - Received notice of eligibility from LTD insurance carrier
  - b. Leave payments would be for those unpaid days during the LTD wait period on a retroactive basis.
  - c. Any unused sick leave bank hours may be carried over from year to year.
- Sub 4. 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, five days with full pay shall be allowed for absence due to death of spouse/partner, child, sibling, father, mother, father-in-law, or mother-in-law. Up to, but not to exceed, two days with full pay shall be allowed for absence due to death of a grandfather, grandmother, and in-laws comparable to persons listed above. Absence due to death of a family member not listed above or for death of a close friend or for critical situations may be authorized for one day. Any absence beyond such days shall have the approval of Human Resources.

- b. One day of absence due to illness in the immediate family, or a critical family situation where no other arrangements are possible may be approved by the supervising administrator with any additional day(s) of absence to be approved by Human Resources.
- c. One day for critical situations not covered previously making it extremely difficult for the employee to report for work may be allowed as determined by the Superintendent. (Bad weather in the local area or poor driving conditions are not considered a legitimate excuse for a day when school is in session.)
- d. Subpoenaed court appearances.
  - 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.
  - 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 leave.
  - An employee required by the court to appear in non-school related cases not covered in 3.2.4.2 shall have emergency leave available.
  - Requested exceptions to such deductions shall be submitted in writing to, and subject to the approval of the Superintendent.
  - To the extent that per diem payments are received, the salary paid shall be reduced in like amount and the reduction of sick/emergency leave prorated.
  - 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 shall be remitted to the district.
  - Time while an employee or the employee's living quarters are under quarantine.
- Sub 5. 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.
- Sub 6. Upon termination of an employee's employment for any reason, all sick or emergency leave, current or cumulative, shall be automatically cancelled.
- Sub 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

- Sub 1. An employee who is assigned a position in the Support Services Group shall retain years of service in the district for placement on the vacation schedule.
- Sub 2. Accrual for 2021 2023

1-5 years– 21 days vacation per year
6-13 years– 25 days vacation per year
14 years and over – 26 days vacation per year

Vacation accrual shall be prorated based on hire date.

- Sub 3 Vacation days accumulated in excess of one (1) year's accrual (up to 25 days) as described in Section 6.2, shall be lost annually on the following June 30 or may accrue as part of the days for non-recurring purposes up to a maximum of forty-five (45) days.
- Sub 4. Upon termination, unused vacation will be paid to the employee, up to a maximum of 70 days.

# Section 3. Holidays

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

#### Section 4. Emergency School Closings

In the event that a workday is canceled due to severe weather, employees shall be required to report for duty on that day as soon as it is possible to do so safely. Should an employee be entirely unable to report to work on that day they will be required to take a vacation day.

# **ARTICLE 4. LEAVES**

# Section 1. Short-Term Leaves

- Sub 1. Short-term leave shall be without pay.
- Sub 2 Short-term leave shall be requested only if sick/emergency leave has been exhausted or is not available.
- Sub 3. Short-term leave shall be granted only in extraordinary circumstances as determined by the supervisor and the Superintendent or their designated agent.
- Sub 4. Short-term leave shall be allowed up to 10 working days.
- Sub 5. Requests for short-term leave shall be in writing to the supervisor a minimum of 15 working days prior to the beginning of desired leave. The supervisor shall then transmit the request, with recommendation, to Human Resources for approval.
- Sub 6. Short-term leave shall usually be limited to once each four-year period of employment.

## Section 2. Long-Term Leaves

- Sub 1. An individual employee may be granted a leave of absence without pay for up to one employment year for professional growth or to investigate an alternative employment opportunity. Applications must be filed with the employee's immediate administrative supervisor on or before April 1 of the employment year prior to the leave year.
- Sub 2. In the event that the leave is granted, the employee may continue medical, dental, and life insurance at their own cost throughout their leave and up to 18 months,
- Sub 3. Employees on long-term leave must on or before March 1 of their leave year, resign or commit to return for the beginning of their next employment year. Failure to do either shall constitute a resignation which shall be effective immediately. Employment upon return from leave of absence would not necessarily be in the same position in the District.

# Section 3. Parental Leave

- Sub1. Any district support services 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 order to qualify for sick leave pay, verification of the beginning of the period of disability by the attending physician shall be provided to the Human Resources Department. 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 employee prior to return to duty.
- Sub 2. Any district support services 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 4.1 above.

- Sub 3. The district support services 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 the Human Resources Department. The 45 working-day requirement may be waived by the Human Resources Supervisor if factors beyond the control of the employee are present.
- Sub 4. The proposed beginning and/or ending dates may be adjusted by the Human Resources Supervisor to natural breaks in the school year after consultation with the district support services employee and the supervising administrator.
- Sub 5. Parental leave may be extended by mutual agreement between the district support services employee and the school district for six months immediately following a parental leave period as described in 4.2 above.
- Sub 6. District support service employees on parental leave may continue to participate in the medical 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.
- Sub 7. FMLA will run concurrently with use of paid sick leave. Specific information is available from the Human Resources Department.
- Sub 8. Up to five (5) days of emergency leave may be used by the non-child-bearing coparent upon the birth of a baby.
- Sub 9. An employee may use up to thirty (30) days of sick leave for the adoption of a child according to district guidelines.

# ARTICLE 5. STAFF DEVELOPMENT PROGRAM

Section 1. Purpose

To encourage improvement of general and specific competencies related to duties of district support services staff.

Section 2. Implementation

Staff development shall be encouraged in the following ways:

- Sub 1. Local workshops planned cooperatively by district support services employees and administrative personnel.
- Sub 2. Attendance by district support services employees at professional conferences or conventions may be permitted with the approval of the Superintendent or their designated agent depending on the educational needs of the District and District monies budgeted for such purposes.
- Sub 3. District-wide standards of competency, in addition to annual reviews, to promote a consistently high quality of performance by those being considered for salaries beyond the standard rate.

- Sub 4. Performance reviews scheduled during first year of employment and annually thereafter to aid employees in gaining insights about strengths and weaknesses and lead to self-improvement. The employee shall sign the review to indicate that they have reviewed it and shall be given an opportunity to add their written comments if they so desire.
- Sub 5. Each district support services employee shall annually have available \$500 for professional development or memberships for professional organizations.

# **ARTICLE 6. RETIREMENT**

The retirement age shall be pursuant to Federal Law.

# **ARTICLE 7. EARLY RETIREMENT BENEFITS**

The provisions of this article do not apply to any member hired on or after July 1, 1994.

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:

- Sub 1. 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.
- Sub 2. The employee shall have had a minimum of ten (10) consecutive years of employment, including the current year, each of which shall have been 30 hours/week or more for at least the school year. If the ten consecutive years are interrupted by a Board approved leave, then a total of 10 years of employment is required.
- Sub 3. A written resignation and request for early retirement must be submitted 45 days before retirement will begin.
- Sub 4. 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. <u>Computation of Severance Pay</u>

The combined total of severance pay days shall not be greater than 100, and shall be determined as follows:

Sub 1. Unused Sick/Emergency Leave

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

# Section 3. <u>Rate of Pay</u>

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

Section 4. Payment Date

Severance pay shall be paid in one lump sum in either August or December of the same calendar year following the date of retirement.

Section 5. Insurance

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

- Sub 1. The employee shall be allowed to remain a member of the medical and dental group insurance program, with the same School District contribution as is provided for district support services employees actively employed, until the age of eligibility for Medicare or ten years whichever is sooner. This benefit shall terminate at the death of the retiree or if the individual receives contributions from a subsequent employer.
- Sub 2. Availability of health insurance after age of eligibility for Medicare will be in accordance with state law at employee's expense.
- Sub 3. \$10,000 term life insurance shall be provided up to the eligibility age of Medicare.
- Sub 4. After the age of Medicare, the retiree may continue the \$10,000 term life policy at their expense under the provisions contained in the master contract with the insurance carrier.
- Sub 5. Members hired on or after July 1, 1994: Provisions of Article 6 do not apply except that eligible retirees may continue in the district's medical and/or dental plans at their own expense until they are eligible for Medicare.
- Section 6. Discharge for Cause

No employee shall be eligible for early retirement severance pay if discharged 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.

Section 8. Health Care Savings Plan

Each eligible member will invest all available payment for severance and unused vacation, at retirement, into the health care savings plan.

# **ARTICLE 8. HEALTH CARE SAVINGS PLAN**

# Section 1. Health Care Savings Plan

<u>Eligibility:</u> Effective July 1, 2004, in accordance with Minnesota Statute, Chapter 352.98, all members will participate in the Health Care Savings Plan administered by the Minnesota State Retirement System.

<u>Mandatory Employee Contribution</u>: Effective July 1, 2006: Members hired prior to July 1, 1994, will contribute 1% of the employee's salary. Members hired on or after July 1, 1994 will contribute 2% of their salary.

<u>Employer Contribution</u>: Effective July 1, 2006: The District will contribute 1 % of the member's salary up to \$1,000 for employees who were hired prior to July 1, 1994. Employees hired on or after July 1, 1994 the District will contribute 2% of the members' salary up to \$2,000 and the member will contribute 2%.

# **ARTICLE 9. MATCHING ANNUITY PROGRAM**

# Section 1. Matching Annuity

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: Members may receive the district's matching contribution after at least one full fiscal year of employment if they participate in the plan. For example, if hired in January, member must work through June and the next full fiscal year before becoming eligible.

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. Effective July 1, 2006, the district shall match up to 1% of the salary to an annuity for members hired after July, 1994.

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.