



Excellence.
Every School.
Every Student.
Every Day.

COMMUNITY EDUCATION COORDINATORS

HANDBOOK

HOPKINS PUBLIC SCHOOLS

**Effective Dates:
July 1, 2018 through June 30, 2020**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	INTRODUCTORY STATUS	1
II.	EMPLOYMENT STATUS	1
III.	PROBATIONARY PERIOD	1
IV.	WORK SCHEDULE	2
	A. Hours of Work	
	B. Emergency Closing	
	C. Early Dismissal/Special Circumstances	
V.	COMPENSATION	2
	A. Basis of Compensation	
	B. Salary Progression	
	C. Salary Schedule– Community Education Coordinators	
VI.	SPECIAL PROVISIONS: Salary Proration; Hourly Rate Calculation; Initial Placement within a Salary Range; Bonus Pool/Salary Advancements	3
VII.	LONGEVITY/CAREER STEPS	4
VIII.	RESPONSIBILITY RECOGNITION	5
IX.	TSA MATCH	5
X.	SEVERANCE	5
XI.	MEDICAL/DENTAL/LIFE INSURANCE UPON RETIREMENT	6
XII.	SICK LEAVE	7
XIII.	DISASTER LEAVE	7
XIV.	CHILD CARE LEAVE	7
XV.	FAMILY ILLNESS	8
XVI.	FUNERAL LEAVE	9
XVII.	PERSONAL LEAVE	9
XVIII.	MILITARY LEAVE	9
XIX.	JURY DUTY – WITNESS COMPENSATION	9
XX.	GRIEVANCE PROCEDURE	10
XXI.	NONDISCRIMINATION	13
XXII.	POSTING and APPLICATION PROCEDURES	13
XXIII.	DISCIPLINARY ACTION/DISCHARGE	13
XXIV.	RESIGNATION/REDUCTION IN FORCE	14
XXV.	VACATIONS	14
XXVI.	NON-CONTRACT DAYS	15
XXVII.	INSURANCE	15
	A. Eligibility	
	B. Hospital-Medical and Dental Insurance Program	
	C. Voluntary Employee Beneficiary Association (VEBA) Account	
	D. Life Insurance Program	
	E. Long Term Disability (LTD) Program	
	F. Part-time Employees	
	G. Continuation of Insurance Contributions	
XXVIII.	PAID HOLIDAYS – including Floating Holidays	16
XXIX.	MISCELLANEOUS	17
	A. Mileage Reimbursement	
	B. Tuition Reimbursement	
	C. Reimbursement of Professional Dues	
	D. Flexible Benefit Plan	

2018 - 2020
Terms and Conditions for the Community Education
Coordinator Employee Group

I. INTRODUCTORY STATEMENT

The Hopkins School District believes one of its most important assets is its Employees. This Community Education Employee Handbook has been established to provide policy information to Community Education Employees. It is important that all Community Education Employees be familiar with the policies in this handbook.

It is the District's goal to see that each Employee is treated fairly and respectfully. Employees should feel free to discuss the contents of the Employee Handbook with their supervisor or the Director of Community Education.

II. EMPLOYMENT STATUS

- A. Full-time Employees are defined as individuals assigned to a position that is scheduled for a normal workweek of thirty (30) hours or more.
- B. Part-time Employees are defined as individuals assigned to a position that is scheduled for a normal workweek of less than thirty (30) hours, and compensated at an hourly rate for all hours worked.
- C. Full-time and part-time Employees shall be subject and entitled to all "terms and conditions of employment" to the extent established by this Handbook

III. PROBATIONARY PERIOD

- A. All individuals who are original hires or rehires shall serve a twelve (12) continuous month working probationary period.
 - 1. The probationary period shall serve as a period of time during which the Employee shall demonstrate fitness and ability to perform the job's duties and responsibilities.
 - 2. At any time during the probationary period an Employee may be terminated at the discretion of the Employer. Employees terminated during the probationary period shall receive a written notice of such termination.
- B. Employees promoted to a higher job classification shall serve a six (6) continuous month working probationary period.
 - 1. The probationary period shall serve as a period of time during which the Employee shall demonstrate fitness and ability to perform the job's duties and responsibilities.
 - 2. At any time during the probationary period, the Employer or the Employee may request a review of the performance of the Employee to resolve any problems. If the problem cannot be resolved to the mutual satisfaction of both parties, the Employee has the option of returning to the Employee's previous position or the Employer may require that the Employee return to the Employee's previous position.

IV. WORK SCHEDULE

A. Hours of Work

1. The normal workday shall be eight (8) hours, excluding a one-half (1/2) hour unpaid lunch period.
2. The normal workweek shall be five (5) consecutive days in a calendar week.
3. The normal work year shall be established by the Employer and assigned to Employees. The normal work year shall be fifty-two (52) weeks or less than forty-eight (48) weeks in duration.
4. The scheduled beginning and ending hours of work shall be established by the Employee's immediate supervisor.
5. Nothing in this Handbook shall be construed as and is not intended to be a guarantee of any hours of work per normal workday or workweek.

B. Emergency Closing

When school is closed for students due to inclement weather or emergency conditions, Community Education Employees shall report to work unless otherwise notified by the Employer. A Community Education Employee unable to report to work may make up lost work time, use a personal day, a vacation day, a non-contract day, or shall be subject to a salary deduction.

C. Early Dismissal/Special Circumstances

When Community Education Employees are not required to work or are dismissed early by the Employer due to inclement weather or emergency closings, staff regularly scheduled for work shall suffer no loss in pay. Community Education Employees directed to perform duties in handling an emergency situation shall receive compensatory time for hours worked.

V. COMPENSATION

A. Basis of Compensation

Compensation or salary range for each position shall be based on an Employee's job classification or rating as established through the District's wage administration process.

B. Salary Progression

Employees employed before January 1 shall be assigned the preceding July 1st as their anniversary date. Employees employed on or after January 1 shall be assigned the succeeding July 1 as their anniversary date.

COMMUNITY EDUCATION COORDINATOR SALARY SCHEDULE 2018-2020

	Base Year		3% Increase		3% Increase	
	2017-2018		2018-2019		2019-2020	
<i>Yearly Salary* / Hourly Rate**</i>	Minimum	Maximum	Minimum +3%	Maximum	Minimum +3%	Maximum
Adult Basic Education Coordinator	\$69,682	\$99,506	\$71,772	\$99,506	\$73,926	\$99,506
	\$33.50	\$47.84	\$34.51	\$47.84	\$35.54	\$47.84
Adult/Youth Enrichment Coordinator	\$69,682	\$95,571	\$71,772	\$99,872	\$73,926	\$102,868
	\$33.50	\$45.95	\$34.51	\$48.02	\$35.54	\$49.46
Community Education & District Marketing Coordinator	\$69,682	\$99,506	\$71,772	\$99,506	\$73,926	\$99,506
	\$33.50	\$47.84	\$34.51	\$47.84	\$35.54	\$47.84
District Facilities Coordinator	\$69,834	\$94,668	\$71,929	\$94,668	\$74,087	\$94,668
	\$33.57	\$45.51	\$34.58	\$45.51	\$35.62	\$45.51
Early Learning Assistant Director	\$71,781	\$99,982	\$73,934	\$99,982	\$76,152	\$99,982
	\$34.51	\$48.07	\$35.55	\$48.07	\$36.61	\$48.07
Youth Programs Coordinator	\$69,834	\$94,668	\$71,929	\$94,668	\$74,087	\$96,561
	\$33.57	\$45.51	\$34.58	\$45.51	\$35.62	\$46.42
District Communications & Public Relations Coordinator <i>*46 week position – 1,840 hours</i>	\$61,642	\$85,460	\$63,491	\$87,597	N/A – Position Removed From Handbook	
	\$33.50	\$46.45	\$34.51	\$47.61		
One-Voice Coordinator <i>*46 week position – 1,840 hours</i>	\$52,519	\$67,717	\$54,095	\$67,717	\$55,718	\$67,717
	\$28.54	\$36.80	\$29.40	\$36.80	\$30.28	\$36.80

*All Community Education Coordinators will receive a 3% increase to salary each year, subject to the maximum salaries in the table above.

VI. SPECIAL PROVISIONS:

A. Salary Proration

Full-time Employees assigned to a normal workweek of less than forty (40) hours shall be compensated at a prorated salary based on the number of hours in the normal workweek assigned.

B. Hourly Rates

Hourly rates are calculated by dividing the annual salary by 2,080 hours (if 52 week position or 1,840 hours (if 46 week position)).

C. Initial Placement within a Salary Range

Employees are placed within an appropriate salary range dependent on their experience and education. This initial placement shall be determined and recommended by the Director of Community Education and Human Resources. An employee's placement within a salary range may be adjusted with the completion of education beneficial to the employee's position at the discretion of the Director of Community Education and Human Resources.

D. Bonus Pool/Salary Advancements

1. Bonus Pool

Full time employees shall be eligible to receive a recognition stipend **from 0-4%** of base pay for work above and beyond job expectations and at a high level of effectiveness as rated by the immediate supervisor. The recognition stipend will be awarded in June. It is understood and agreed that any recognition stipend awarded on an annual basis, be awarded at the sole and exclusive discretion of the Employer and that determination shall not be subject to any grievance procedure, arbitration or to any other review by the judicial or administrative branches of government.

2. Salary Advancement Upon Completion of Advanced Degree

- Upon completion of an advanced degree that is pre-approved and relevant to the employee's position, there will be 3% degree advancement within the salary range (separate from the cost of living increase to the range and the merit increase received by the employee).
- In the case of someone being near or at the top of the range, any increase, other than cost of living range increase, shall be in the form of a stipend. Stipends related to the completion of an advanced degree are awarded once and not on an annual basis. Salary advancement related to the completion of a degree would become effective either January 1st or July 1st, after completion of the degree.
- The above compensation does not apply to situations in which the employer asks that a coordinator pursue an advanced degree or license in order to be in compliance with regulations or needs. In this latter scenario, the employer covers the cost of obtaining the additional credential.

VII. LONGEVITY / CAREER STEPS

Full-time coordinators shall earn career step increases for full-time continuous service in the Hopkins Public Schools:

- After 10 years - \$2,000
- After 15 years - \$3,500
- After 20 years - \$5,000
- After 25 years - \$6,000

Years of Service Determination

If hired between July 1 and December 31, the year of service begins July 1st.

If hired between January 1 and June 30, the year of service begins the next July 1st.

VIII. RESPONSIBILITY RECOGNITION

Coordinators may earn up to five (5) days off for work performed beyond the normal workday on evenings and weekends. Requests for these days must be approved in advance by the Director of Community Education. These earned days may not be carried over into the next fiscal year, nor will there be any financial compensation for days earned.

IX. TSA MATCH

- A. Coordinators shall be eligible for up to a one-thousand-five-hundred fifty dollars (\$1,550) matching contribution to the District’s 403b program. A coordinator will be eligible for this if the coordinator contributes to a 403b account during the course of the contract year. Should the coordinator contribute less than the one-thousand-five-hundred fifty dollars (\$1,550), the District will provide a matching amount of the employee’s contribution. The matching contribution will be deposited into the coordinator’s 403b account on the June 30th payroll.
- B. Any coordinator that chooses to not receive matching funds will be eligible for an additional three (3) days of vacation. Those vacation days will accrue at the beginning of the contract year, and must be used in the contract year. These days will not carry over into the subsequent contract year.

X. SEVERANCE

Full-time (30 hrs/wk or more) Employees who have completed 15-20 years of continuous full-time service in the District shall earn severance in accordance with the following criteria.

- A full-time (30 hrs/wk or more) employee with a total of twenty (20) years of continuous full-time service in the District, shall earn twelve (12) months severance pay.
- A full-time Employee with fifteen (15) years of continuous full-time service in the District shall earn six (6) months severance pay.
- A full-time Employee with sixteen (16) to nineteen (19) years of continuous full-time service in the District shall earn a prorated amount between 6 months and 12-months severance pay as follows:

Years of Service	% Of One-Year’s Salary
20+	100%
19	90%
18	80%
17	70%
16	60%
15	50%

- B. Any previous continuous part-time years of experience will be prorated as a percentage of full-time contract hours.
- C. To be eligible to receive severance, a Letter of Resignation shall be submitted by February 1st to the Director of Community Education to become effective at the end of that school year.
- D. Severance shall be paid out in three (3) equal installments over a three-year period. The maximum annual exposure to the district for severance under this agreement shall be \$100,000.
- E. The Board of Education may, at its discretion, defer or accelerate the use criteria for severance by up to two (2) years. Provided, however, that the benefits accrued by such employee shall not be reduced by the School Boards' action.
- F. Retired Employees Benefit Association (REBA): Employees covered by this handbook who separate from employment and are eligible for a severance payment, must participate in either the REBA or the 401(a) plan or both. Employees are eligible for the Retired Employees Beneficiary Association (REBA) only if they participate in the Voluntary Employee Beneficiary Association (VEBA) or the District 401(a) plan or both.
- G. Beneficiary
In the event of the death of an eligible Employee prior to the full payment of retirement inducement benefit, the remaining benefit shall be made to the Beneficiary designated by the Employee.
- H. The District shall fulfill the benefit obligation to the Employee covered by this handbook that separate from employment and are eligible for a severance payment.

**During this contract, eligible employees who sever/retire
will elect 100% contribution to VEBA.**

- I. In order to participate in the VEBA, employees must sign the Participation Agreement. The Agreement will require the employee to verify that only eligible expenses will be submitted for reimbursement.

XI. MEDICAL/DENTAL/LIFE INSURANCE UPON RETIREMENT

- A. Any coordinator who retires from the school district after attaining the age of 55 with a total of 20 years of full-time service with the district who is carrying hospital/medical insurance during their last year of employment, will continue to receive this benefit until attaining the age of sixty-five (65) or until the coordinator becomes eligible for equivalent hospital/medical insurance paid for by another employer; is eligible for any State health program; or is eligible for Medicare.
- B. The maximum contribution the employer will make toward this benefit is \$665/month.
- C. In addition, the employer will make term life insurance available to the coordinator until age seventy (70) at the group rate with the cost borne by the coordinator. In the event of the retired coordinator's death prior to attaining the age of sixty-five (65), coverage in effect for the surviving spouse shall be maintained by the employer until the date upon which the coordinator would have reached the age of sixty-five (65).

D. Dental insurance is also available for the coordinator at his/her own expense.

XII. SICK LEAVE

A. Rate of Accumulation

Full-time Employees shall earn one (1) day of sick leave per each full month of employment. Earned sick leave may accumulate to an unlimited amount.

B. Use of Sick Leave

1. Accumulated sick leave may be used for absences from work necessitated by illness or injury. For compensation purposes, when the use of sick leave is approved, employees will be considered to have worked their normal workday.
2. The use of accumulated sick leave in excess of three (3) consecutive workdays or the repeated and systematic use of sick leave may require medical verification of the illness or injury at the discretion of the Superintendent or designee.
3. Employees who are ill or injured for a period of time, which exceeds their accumulated sick leave, may request an unpaid leave of absence.
4. Employees unable to report for their normal workday shall notify their supervisor prior to their scheduled starting time. Employees returning to work from sick leave shall notify their supervisor at least one (1) calendar day prior to their scheduled starting time.

C. Workers Compensation Supplement

Employees who are eligible for workers' compensation benefits shall have the right to use accumulated sick leave in an amount necessary to equal the Employee's salary.

XIII. DISASTER LEAVE

- A. Additional sick leave benefits shall be granted to any Employee who has exhausted accumulated sick leave benefits if such Employee has been continuously disabled and unable to work for a period of thirty (30) consecutive duty days as certified by a physician. Additional sick leave benefits shall also be granted for a subsequent absence during the same duty year due to the same medical condition.
- B. After completion of the thirty (30) duty day waiting period, such additional sick leave benefits shall commence as the duty day immediately following the last day of regular sick leave payment.
- C. Additional sick leave benefits shall continue only for the period during which the Employee remains continually disabled and unable to work and shall cease on the sixty-first (61st) day of the disability at which time the Employee becomes eligible for long-term disability insurance.

XIV. CHILD CARE LEAVE

Childcare leave may be granted by the Employer subject to the provisions of this section:

- A. Leave under this section shall be without pay or fringe benefits.
- B. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the staff member for an extended period of time.

- C. A staff member making application for child care leave shall inform the Classified Employment Specialist in writing of intention to take the leave at least four (4) calendar months before commencement of the intended leave. It is recognized that adoption and catastrophic illness of a child may, on occasion, not allow for four (4) months notice; under such circumstance, the parties shall act reasonably.
- D. The Employer may adjust the proposed beginning date of a childcare leave so that the date of the leave is coincident with some natural break in the year. The beginning date of a childcare leave may also be a date mutually agreed upon by the staff member and the Employer. The ending date of a child care leave shall be coincident with the first duty day of the contract year, the school year or any other time mutually agreeable to the staff member and the Employer.
- E. In making a determination concerning the commencement and duration of a childcare leave, the Employer shall not, in any event, be required to:
 - 1. Grant any leave more than twelve (12) months in duration.
 - 2. Permit the staff member to return to employment prior to the date designated in the request for childcare leave unless the staff member and the Employer mutually agree to an earlier time.
- F. A staff member returning from child care leave shall be reemployed in the position which they held prior to taking the leave or to a comparable position for which they are qualified unless previously discharged.
- G. A staff member on childcare leave shall indicate in writing by registered mail a decision to return to employment within the twelve (12) month limit. Failure to provide such notice or failure to return pursuant to the date determined by this Section shall constitute a waiver and forfeiture of any right to return to employment unless the parties mutually agree in writing to an extension of the leave.
- H. A staff member who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under these Terms and Conditions as of the commencement of the leave. The staff member shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.
- I. A staff member on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the person wishes to retain, commencing with the beginning of the child care leave. The Employer shall provide a statement of cost due for all insurance benefits. The right to continue participation in such group insurance programs, however, will terminate if the staff member does not return to employment pursuant to this section.

XV. FAMILY ILLNESS

- A. Full-time Employees may use up to a **maximum of three (3) days** of accumulated sick leave, if necessary, to provide care because of a serious illness to a member of the Employee's immediate family.

- B. Immediate family shall be defined as spouse, children, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, aunt, uncle, niece, nephew, guardian, or any person living in the Employee's household.
- C. In unusual circumstances, two (2) additional days of accumulated sick leave may be approved as determined by the Superintendent or designee.
- D. For compensation purposes, when family illness leave is approved, Employees will be considered to have worked their normal workday.

XVI. FUNERAL LEAVE

- A. Full-time Employees may use up to a **maximum of three (3) days** of accumulated sick leave, if necessary, to attend a funeral in the Employee's immediate family. Immediate family shall be defined as spouse, children, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, aunt, uncle, niece, nephew, guardian or any person living in the Employee's household.
- B. In unusual circumstances, two (2) additional days of accumulated sick leave may be approved as determined by the Superintendent or designee.
- C. For compensation purposes, when funeral leave is approved, Employees will be considered to have worked their normal workday.

XVII. PERSONAL LEAVE

- A. Full-time Employees may be absent a **maximum of three (3) days** to conduct personal business or to be absent for an event, which is important to the Employee which can only be conducted during the normal work day. Examples of personal business, which qualify for use of leave allowance, are court appearances, real estate closings and significant family events such as weddings and commencement ceremonies. Other activities of a social nature would not qualify, nor would vocational activities, or negotiations for change in regular employment. Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the Superintendent or designee.
- B. For compensation purposes, when personal leave is approved, Employees will be considered to have worked their normal workday.
- C. Part-time Employees shall not be eligible for personal leave benefits.

XVIII. MILITARY LEAVE

- A. Employees drafted or enlisted for military service shall be granted a leave of absence as established by the provision of Minnesota and federal laws.
- B. Employees serving in a military reserve program shall be permitted to be absent from duty as provided by Minnesota and federal law.

XIX. JURY DUTY - WITNESS COMPENSATION

- A. Employees required to serve on jury duty shall be considered to be on duty for the period of time service is required of such jury and shall suffer no loss in pay.
- B. Upon the completion of service on a jury, an Employee shall present evidence of fees and expenses received for such service. The fees received for service on a duty day,

excluding travel and reasonable meal expense, shall be refunded to the Employer by personal check.

- C. If the Employer subpoenas an Employee to be a witness for the Employer in an administrative or judicial proceeding, the Employee will be entitled to their Basic Salary daily income.

XX. GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" means a claim or complaint by an Employee or Employees involving the interpretation or application of the policies and procedures stated in this Handbook.
2. "Aggrieved person" is the person or persons making the claim.
3. "Days" mean duty days. During the summer, it shall mean all weekdays except legal holidays.
4. "Superintendent" means the Superintendent of Schools or a designee.
5. "Immediate Supervisor" means the Employee's immediate supervisor.
6. "Director of Community Education" means the Director of Community Education.
7. "Employee" means any person covered by the policies and procedures in this Handbook.
8. "Director of Personnel" means the Director of Personnel.
9. "Grievant" is an Employee.
10. "Appropriate Coordinator" means one of the following: Adult Basic Education coordinator, Adult Programs and Community Partnerships coordinator, Community Education and District Marketing coordinator, District Communications and Public Relations coordinator, District Facilities coordinator, Early Childhood coordinator, Family Partnerships and Volunteer coordinator, and Youth Programs coordinator.

B. Purpose

1. The purpose of these procedures is to secure, at the first administrative level, equitable solutions to problems that may arise from time to time.
2. Nothing in these procedures shall limit the right of any Employee having a problem to discuss the matter informally with any appropriate member of the administration.
3. Any Employee here defined shall have the right to present any grievance, here defined, through the channels designated for that purpose.
4. It is recognized that it is in the best interest of both parties to begin the processing of a grievance at the lowest appropriate level.

C. Employee Responsibilities

1. It is recognized and accepted by the Employer and Employee that the processing of grievances, as hereinafter provided, is limited by the duties and responsibilities of the Employees and shall, therefore, be accomplished during duty hours only when consistent with such duties and responsibilities.

2. The Employee involved shall suffer no loss of salary when a grievance is processed during duty hours, provided the aggrieved Employee has notified and received the approval of his/her immediate supervisor or designee to be absent from duty to process a grievance through the Superintendent's level of the Grievance Procedure, and that such absence would not interrupt or be detrimental to his/her duties and responsibilities.
3. If an aggrieved Employee does not file a grievance in writing within thirty (30) days (except as otherwise specified under **ARTICLE XX (C)** of the Handbook) after the aggrieved Employee knew or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed to have been waived and the aggrieved Employee shall not have recourse to this grievance procedure.

D. Informal Level

1. If the grievant feels a claim or complaint exists concerning the application or interpretation of the policies set forth in this Handbook, the grievant shall first discuss the matter with the individual or group responsible for the grievance in an effort to resolve the problem informally. If desired by the grievant, a mutually agreed to third party may accompany the grievant at the Informal Level meeting.
2. A grievant must have processed a grievance through informal procedures of **ARTICLE XX (D)** in an effort to settle the grievance before the grievance can be brought.
3. Informal resolution of a grievance shall not become a practice until formally stated by the Superintendent and approved by the School Board. No informal resolution of a grievance shall be in violation of the policies set forth in this Handbook.

E. Processing & Grievance

1. Immediate Supervisor's/Appropriate Coordinator's Level

- a. Filing of Grievance:
If the disposition of the grievance is not resolved at the Informal Level, or if no decision has been rendered within ten (10) days after the Informal Level disposition of the grievance, the Employee may file the grievance in writing with the immediate supervisor/appropriate coordinator.
- b. Meeting with Immediate Supervisor:
Within ten (10) days after receipt of the written grievance by the Immediate Supervisor, said supervisor shall again meet with the Employee, in an effort to resolve the grievance.
- c. Decision of the Immediate Supervisor:
Within ten (10) days after the meeting with the Employee, the Immediate Supervisor shall make a decision and communicate the same in writing to the Employee.

2. Director's Level

a. Filing of Grievance:

If the Employee is not satisfied with the disposition of the grievance pursuant to **ARTICLE XX (E)(1)** or if no decision has been rendered within ten (10) days, the Employee may appeal the grievance to the Director of Community Education within ten (10) days after the decision pursuant to **ARTICLE XX (E)(1)**. Within ten (10) days after receipt of the written grievance, the Director shall meet with the Employee in an effort to resolve the grievance.

b. Meeting with the Director:

Within ten (10) days, after meeting with the Employee, the Director shall make a decision and communicate the same in writing to the Employee.

3. Assistant Superintendent Level

a. Filing of Grievance:

If the Employee is not satisfied with the disposition of grievance pursuant to **ARTICLE XX (E)(2)** or if no decision has been rendered within ten (10) days after receipt of the written grievance, the Assistant Superintendent shall meet with the Employee, in an effort to resolve the grievance.

b. Meeting with the Assistant Superintendent:

Within ten (10) days after meeting with the Employee, the Assistant Superintendent shall make a decision and communicate the same in writing to the Employee.

4. Superintendent's Level

a. Filing of Grievance:

If the Employee is not satisfied with the disposition of the grievance pursuant to **ARTICLE XX (E)(3)** or if no decision has been rendered within ten (10) days after written presentation of the grievance, the Employee may appeal the grievance to the Superintendent within ten (10) days after the decision pursuant to **ARTICLE XX (E)(3)**.

b. Meeting with the Superintendent:

Within ten (10) days after meeting with the Employee, the Superintendent shall make a decision and communicate the same in writing to the Employee or refer the matter to the School Board for their disposition.

F. Public Employment Relations Panel/Independent Review

If the Employee is not satisfied with the disposition of the grievance pursuant to the provision of **ARTICLE XX (E)(4)**, or if no decision has been rendered within ten (10) after written presentation of the grievance, the Employee may present his/her grievance to the Public Employment Relations Panel within twenty (20) days under procedures established by the Public Employment Labor Relations Board.

G. General Conditions

1. No reprisal of any kind shall be taken by either party or by any member of the administration against any grievant for any participation in the grievance procedure by reason of such participation.

2. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended only by mutual agreement in writing.
3. All decisions rendered shall be in writing, dated, and shall set forth the decision and reason for the decision and shall be transmitted promptly to the Grievant and to the Employee.
 - a. All grievances shall be presented in writing and contain the following elements:
 - 1) Name of the grievant.
 - 2) Reference to the specific policy in this Handbook at issue in the grievance.
 - 3) The nature of the grievance, when it took place, and the informal actions taken in an attempt to resolve it.
 - 4) Requested action of the Employer to resolve the grievance.
4. Any grievance arising from a decision or interpretation of the policies in this Handbook made at a given level cannot be grieved at a lower level.

XXI. NONDISCRIMINATION

- A. The provisions of this Handbook shall be applied to all Community Education Employees without favor for or against any Employee because of race, color, creed, national origin, sex, marital status, or age.
- B. Employees covered by this Handbook shall conduct their professional duties and responsibilities in a non-discriminatory manner as it affects students, other Employees of the Employer, and the general public.

XXII. POSTING and APPLICATION PROCEDURES

- A. It is the duty of the Employee to review vacancy notices, policies and work rules posted by the Employer in a conspicuous posting area.
- B. Notice of openings for all employment classifications covered by this Handbook will be posted in all buildings for a period of at least seven (7) calendar days.
- C. All applicants will be evaluated based on stated qualifications, abilities, and previous work performance. No applicant will be considered who does not meet the minimum qualifications of an opening.
- D. Final selection of an applicant will be made by the Director of Community Education or designee(s).

XXIII. DISCIPLINARY ACTION / DISCHARGE

- A. The Employer believes in the concept of progressive discipline. All Employees are subject to discipline for cause. Discipline may include any of the following actions based on the severity of the cause:
 - Oral reprimand
 - Written reprimand
 - Suspension
 - Demotion
 - Discharge

- B. The Employer retains the discretion to take disciplinary action appropriate to the particular circumstances, including termination without notice in cases involving serious misconduct.
- C. The suspension, demotion, or discharge of an Employee may be processed through the procedures outlined under Grievance Procedure provided that if no appeal is made of such disciplinary action within ten (10) calendar days of its occurrence, this right of appeal is waived.

XXIV. RESIGNATIONS / REDUCTION IN FORCE

A. Resignations

The notice period given by the Employee to the Employer for resigning is fourteen (14) calendar days.

B. Lay-off

In the event of overstaffing, lack of funds, or for any other operating needs of the School Board, Employees may be temporarily or permanently laid off at the discretion of the Director of Community Education. Such lay-off will be by employment classification based on (1) work performance, (2) seniority (which is defined as length of continuous service with the School District), and (3) ability to perform available work. Persons to be placed on lay-off will be recommended by the Director of Community Education and approved by the Superintendent and School Board.

XXV. VACATIONS

- A. Full-time Employees assigned to a fifty-two (52) week work year shall earn vacations in accordance with the following schedule based on years of continuous service. For the purpose of determining years of continuous service for vacation schedule progression, the date of original employment shall be used as the Employee's anniversary date.
 - **First (1st) through fifth (5th) year: 15 days of vacation.**
 - **After 5 years: 20 days of vacation.**
- B. Full-time Employees assigned to a work year of less than forty-eight (48) weeks and who are subsequently scheduled for a fifty-two (52) week work year shall be given continuous experience credit for the purposes of establishing vacation time based on the conversion of continuous full-time work weeks to a fifty-two (52) week work year.
- C. Full-time Employees eligible for vacation shall be scheduled for a vacation during the work year with the approval of and at the discretion of the Director of Community Education or designee. However, Employees may carry over any unused vacation days of a contract year into the first six months of the following contract year before vacation days are forfeited.
- D. Vacation shall be earned during a fiscal year period (July 1-June 30).
- E. For compensation purposes, Employees on vacation will be considered to have worked their normal workday or days.
- F. Part-time Employees shall not be eligible for vacation benefits.

XXVI. NON-CONTRACT DAYS

Full-time Employees who receive non-contract days may carry over any unused non-contract days of a contract year into the first six months of the following contract year before non-contract days are forfeited.

XXVII. INSURANCE

A. Eligibility

The insurance benefits established shall be provided to full-time Employees (30 hours per week or more) only to the extent of the following schedule:

1. Full-time Employees assigned to a normal work week of forty (40) hours shall be eligible for full Employer contributions.
2. Full-time Employees assigned to a normal work week of less than forty (40) hours but more than thirty (30) hours shall be eligible for that percentage pro-ration portion the Employer contribution.

B. Hospital-Medical and Dental Insurance Program

1. The Employer will provide a benefit schedule and conditions for eligible full-time Employees, subject to the conditions agreed upon between the Employer and the insurance carriers.
2. **Effective July 1, 2018**, the Employer will contribute 100% of the single monthly premium for eligible full-time employees that elect Low Deductible single or HOOP single coverage.
3. **Effective July 1, 2018**, the Employer will contribute 65% of the family monthly premium for eligible full-time employees that elect HOOP family coverage and 55% of the family monthly premium for eligible full-time employees that elect Low Deductible family coverage.
4. **Effective July 1, 2018**, the Employer will contribute 100% of the single monthly premium for eligible full-time employees who enroll in dental insurance coverage.

C. Voluntary Employee Beneficiary Association (VEBA) Account

Effective July 1, 2018, full-time employees (30 hours or more per week) who elect to enroll (or continue) in Low-Deductible medical insurance coverage (single or family) shall receive an annual contribution of six-hundred dollars **(\$600)** to be placed into a Voluntary Employee Beneficiary Association (VEBA) account which will be established by the Employer and will be paid on a monthly basis.

Effective July 1, 2018, full-time employees (30 hours or more per week) who elect to enroll (or continue) in HOOP medical insurance coverage (single or family) shall receive an annual contribution of one thousand-eight-hundred dollars **(\$1,800)** to be placed into a Voluntary Employee Beneficiary Association (VEBA) account which will be established by the Employer and will be paid on a monthly basis.

Effective July 1, 2018, part-time employees working at least 20 hours per week but less than 30 hours per week shall be eligible for 50% of the School District contributions noted above.

D. Life-Insurance Program

The Employer will provide term insurance for eligible full-time Employees subject to conditions as agreed upon between the Employer and the insurance carrier.

1. The Employer will contribute the full monthly premium cost of the term life insurance program.
2. Beginning with the first (1st) year of continuous employment and thereafter, the amount of coverage shall be an amount which doubles to the nearest one thousand (\$1,000), of an Employee's estimated annual salary income.
3. The Employer shall provide each Employee with insurance which doubles the benefits as established by **ARTICLE XXVII (D)(2)** when death is the result of an accident.

E. Long Term Disability (LTD) Insurance Program

The Employer will provide disability insurance for eligible full-time Employees subject to the conditions agreed upon between the Employer and the insurance carrier.

1. The Employer will contribute the full monthly premium cost of the LTD program.
2. Income for the purpose of LTD benefits is defined as the monthly income of an Employee as of September 1 of the current year.
3. An income benefit of 66-2/3% of an Employee's normal monthly income will commence following a sixty (60) working day waiting period.
4. Employees may elect to use accumulated sick leave at the rate of one-third (1/3) of a day to supplement the LTD benefit until accumulated sick leave is exhausted.
5. The acceptance of the LTD insurance program is voluntary on the part of eligible Employees; however, no additional compensation will be provided eligible Employees who choose not to participate.

F. Part-time Employees

Part-time Employees shall not be eligible for insurance benefits.

G. Continuation of Insurance Contributions

1. In the event of an Employee's death, the Employer shall continue monthly premium contributions toward a dependent health care plan, as established by **ARTICLE XXVII** for a period of six (6) consecutive months from the date of death.
2. In the event of an Employee's total disability, the Employer shall continue monthly premium contributions toward a dependent health care plan, as established by **ARTICLE XXVII**, for a period of six (6) consecutive months from the date of total disability.
3. Total disability shall be considered to have occurred when the employee qualifies for income disability insurance benefits as established by **ARTICLE XXVII (E)**.

XXVIII. PAID HOLIDAYS

- A. Nine (9) days during the work year shall be considered paid holidays for full-time Employees assigned to a fifty-two (52) week normal work year. The holidays observed will be:

•Independence Day

•Christmas Eve Day

- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Memorial Day
- Christmas Day
- New Years Eve Day
- New Years Day

- B. For full-time Employees working less than a fifty-two (52) week work year, the above holidays will be granted if they fall within their normal work year.
- C. The actual calendar day on which a holiday will be observed shall be established by the Employer for Employees working a normal workweek of Monday through Friday. Employees scheduled to a normal workweek other than Monday through Friday shall receive holidays for which they are eligible, scheduled at a time mutually convenient to the Employer and the Employee.
- D. Floating Holidays
All full-time Employees will be granted two (2) floating holidays. The floating holidays shall be observed on days requested by the Employee and approved by the Employer or designated by the Employer.
- E. Part-time Employees shall not be eligible for holiday benefits as established by this Handbook.

XXIX. MISCELLANEOUS

- A. Mileage Reimbursement
Employees shall be paid for authorized use of personal cars in connection with School District business in an amount as determined by School District Policy.
- B. Tuition
The Employer shall provide tuition reimbursement for education necessary to an Employee's position that has been pre-approved in writing by the immediate supervisor, the Director of Community Education and the Director of Personnel.
- C. Reimbursement of Professional Dues
The Employer shall reimburse dues, up to \$115 annually, for full-time Employees that have been pre-approved in writing by the Director of Community Education, to professional organizations, directly related to the Employees paid professional responsibilities.
- D. Flexible Benefit Plan
The Employer will offer a flexible benefit plan to Employees covered by this handbook pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan provides a system whereby Employees may elect to allocate monies from their salary to be used for the reimbursement of medical, vision, dental, and childcare expenses.

Approved by the Board of Education December 18, 2018.