

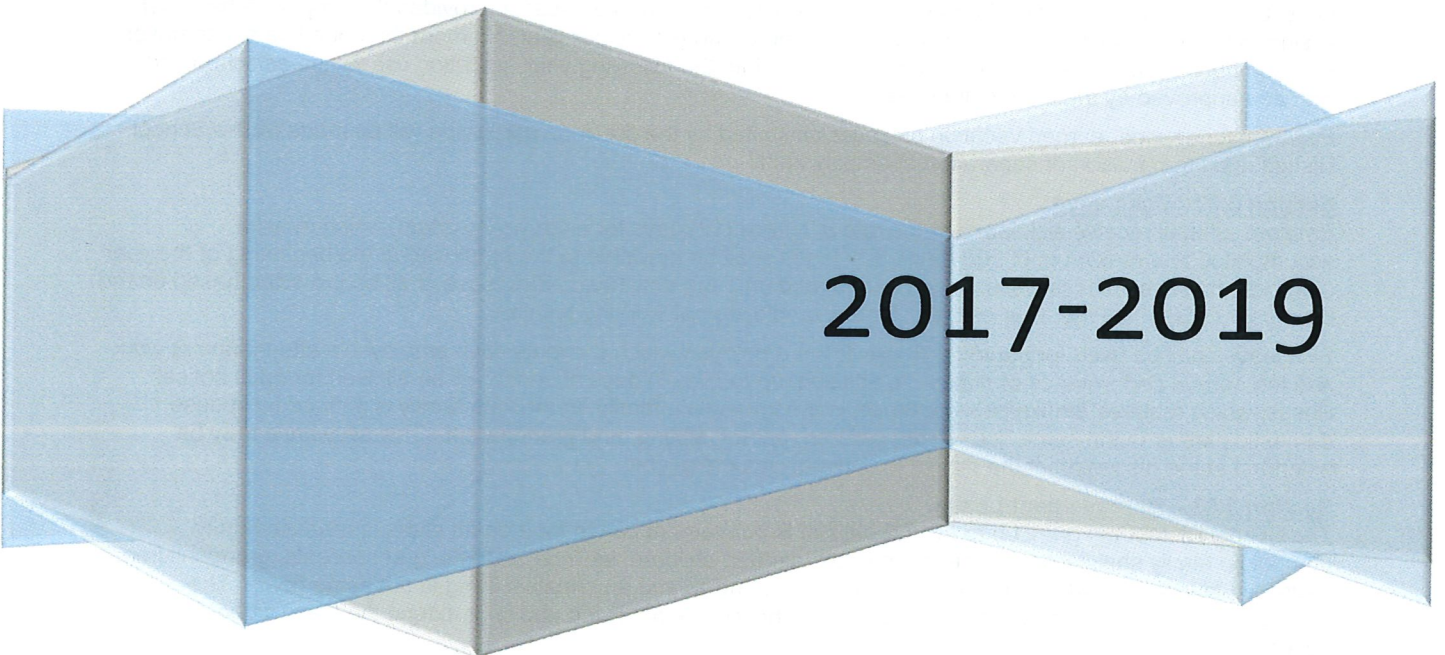
**Faribault Public Schools, ISD 656**

# **Technicians 17-19**

**EMPLOYMENT AGREEMENT**

**ISD 656**

**School Board Approved January 22, 2017**



**2017-2019**

## **ARTICLE I EMPLOYMENT**

### **Section 1.01 – Introduction**

This Employment Agreement contains information pertaining to your employment with Independent School District No. 656, Faribault ("District"). Please note that the information contained in this document may be changed from time to time. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as Veterans' Preference Act, granting the employee employment rights.

### **Section 1.02 – Basic Services**

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

### **Section 1.03 -Duty Year**

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines. He/she shall be on duty during any emergency, natural or unnatural, unless he/she is otherwise excused in accordance with School Board-administrative policy.

## **ARTICLE II SALARIES**

### **Section 2.01 -Compensation**

The annual salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A and B. While the District reserves the right to set salaries, it will seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

### **Section 2.02 -Holidays**

Employees shall be entitled to the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Spring Break Day, Memorial Day, and one floating holiday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the Superintendent.

## **ARTICLE III LEAVES**

### **Section 3.01 -Vacation**

Vacations for employees working 260 days per year shall be earned as follows:

Year 1 through Year 5:	Two Weeks (10 Days)
Year 6 through Year 14:	Three Weeks (15 Days)
Years 15+:	Four Weeks (20 Days)

All employees covered by this agreement hired prior to July 1, 2015 shall be eligible for four weeks of vacation. All employees hired after July 1, 2015 shall follow the above scale for vacation accruals.

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1st). Individuals hired after July 1st will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 260 or more days per year. No more than one year's accrual of vacation hours of unused vacation can be rolled over into the following year. Vacation use will be as scheduled with and approved by the immediate supervisor.

Payment for unused, earned vacation balances as limited by the previous paragraph will be made by the School District upon termination or separation of employment.

### **Section 3.02 -Sick Leave**

Employees shall receive sick leave at the rate of twelve (12) days for each year worked, which may be accumulated to a maximum of 260 days. Sick leave shall be available to the employee at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis. Sick leave shall be pro-rated based on the base year of 260 full-time days per year for any employee not working full-time.

Sick leave shall be used for personal illness of the employee which prevents such employee's attendance at work and the normal performance of duties. In addition, up to five (5) days absence will be allowed for each critical illness, which requires employee's presence, in the immediate family. Immediate family is defined by spouse, domestic partner in the same household, children, parent, sibling, and grandparent. This allowance may be extended at the discretion of the district in unusual circumstances

### **Section 3.03 – Bereavement Leave**

The School District will grant up to five (5) days of Bereavement Leave for a death in the immediate family. Immediate family shall include spouse, domestic partner, children, siblings, parents, grandparents, grandchildren, mother-in-law, father-in-law, nieces, nephews, aunts, uncles and any relative living in the same home. The Superintendent may grant Bereavement Leave for individuals not listed above or extend the leave when deemed necessary.

### **Section 3.04 -Personal Business**

The employee shall be allowed three (3) personal days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the Superintendent or supervisor.

### **Section 3.05 -Leave of Absence Without Pay**

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the Family and Medical Leave Act.

The Employee who is unable to work due to personal illness or disability, and who has exhausted all paid sick leave, shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year upon furnishing a medical certificate

### **Section 3.06 – Judicial Leave**

An employee who is called for jury duty shall be compensated for the difference between regular pay and pay received for the performance of such obligation.

## **ARTICLE IV INSURANCE**

### **Section 4.01– Insurance Eligibility**

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for group insurance coverage.

### **Section 4.02 – District Obligation**

The District's only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

### **Section 4.03 – Health and Hospitalization**

For the 2017-18 year the School District will pay up to fifteen thousand eight hundred seventy six dollars (\$15,876) per year at the rate of one thousand three hundred twenty three dollars (\$1,323) per month for each month, or major portion thereof, employed, toward the purchase of dependent or single coverage or the actual cost, whichever is less, for the group Hospitalization and Medical-Surgical Insurance selected by the School District The balance of the cost will be deducted monthly from salary payments.

For the 2018-19 year the School District will pay up to sixteen thousand two hundred ninety six dollars (\$16,296) per year at the rate of one thousand three hundred fifty eight dollars (\$1,358) per month for each month, or major portion thereof, employed, toward the purchase of dependent or single coverage or the actual cost, whichever is less, for the group Hospitalization and Medical-Surgical Insurance selected by the School District The balance of the cost will be deducted monthly from salary payments.

**Subd 1. Consumer Directed Health Plan and Voluntary Employee Beneficiary Association (VEBA):** The District shall offer Consumer Directed Health Plan coupled with a VEBA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District contribution for premiums and a contribution into a Health Deductible/VEBA Plan offered by the District as follows:

- a. **Single Coverage with a VEBA:** The School District shall make available the group health plan described as CDHP 1200 with a VEBA. For the 2017-18 contract year the School District will pay up to fourteen thousand six hundred ninety six dollars (\$14,676) per year at the rate of one thousand one hundred thirty three dollars (\$1,223) per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute \$1,200 towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

For the 2018-19 contract year the School District will pay up to fifteen thousand ninety six dollars (\$15,096) per year at the rate of one thousand two hundred fifty eight dollars (\$1,258) per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute \$1,200 towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

- b. **Family Coverage with a VEBA:** For the 2017-18 year the School District shall make available the group health plan described as a Family High Deductible VEBA plan. The School District will pay up to thirteen thousand four hundred seventy six dollars (\$13,476) per year at the rate of one thousand one hundred twenty three dollars (\$1,123) per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan. The District will also contribute two

thousand four hundred dollars (\$2,400) towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

For the 2018-19 year the School District shall make available the group health plan described as a Family High Deductible VEBA plan. The School District will pay up to thirteen thousand eight hundred ninety-six dollars (\$13,896) per year at the rate of one thousand one hundred fifty eight dollars (\$1,158) per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan. The District will also contribute two thousand four hundred dollars (\$2,400) towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

- c. If a qualified bargaining unit member enters the VEBA plan as a participant on a date after the first day of the VEBA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total days of a full time employee (260 days).
- d. All contributions on behalf of the VEBA plan participant shall cease on the date the participant is no longer covered under the High Deductible Health Care Plan or employed by Faribault Public Schools.

**Subd 2. Consumer Directed Health Plan (CHDP) and Health Savings Account (HSA):** The District shall offer Consumer Directed Health Plan coupled with an HSA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District Contribution for premiums and a contribution in to an HSA offered by the District as follows:

- a. **Single Coverage with an HSA:** The School District shall make available the group health plan described as CDHP with HSA. For the 2017-18 contract year the School District will pay up to twelve thousand seven hundred seventy five one dollars (\$12,751) per year at the rate of one thousand sixty three dollars (\$1,063) per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute three thousand one hundred twenty-five dollars (\$3,125) towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

For the 2018-19 contract year the School District will pay up to thirteen thousand one hundred seventy one dollars (\$13,171) per year at the rate of one thousand ninety eight dollars (\$1,098) per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan. The District will also contribute three thousand one hundred twenty five dollars (\$3,125) towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

- b. **Single Coverage without an HSA:** The School District shall make available the group health plan described as CDHP without an HSA. For the 2017-18 contract year the School District will pay up to fifteen thousand eight hundred seventy six dollars (\$15,876) per year at the rate of one thousand three hundred twenty three dollars (\$1,323) per month for each month, or major portion thereof employed, toward the premium. No contribution will be made toward the deductible or into an HSA account.

For the 2018-19 contract year the School District will pay up to sixteen thousand two hundred ninety six dollars (\$16,296) per year at the rate of one thousand three hundred fifty eight dollars (\$1,358) per month for each month, or major portion thereof employed, toward the premium. No contribution will be made toward the deductible or into an HSA account.

- c. **Family Coverage with an HSA:** The School District shall make available the group health plan described as CDHP with HSA. For the 2017-18 contract year the School District will pay up to twelve thousand seven hundred fifty one dollars (\$12,751) per year at the rate of one thousand sixty three dollars (\$1,063) per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan. The District will also contribute three thousand one hundred twenty five dollars (\$3,125) towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

For the 2018-19 contract year the School District will pay up to thirteen thousand one hundred seventy one dollars (\$13,171) per year at the rate of one thousand ninety eight dollars (\$1,098) per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan. The District will also contribute three thousand one hundred twenty five dollars (\$3,125) towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

- d. **Family Coverage without an HSA:** The School District shall make available the group health plan described as CDHP without an HSA. For the 2017-18 contract year the School District will pay up to fifteen thousand eight hundred seventy six dollars (\$15,876) per year at the rate of one thousand three hundred twenty three dollars (\$1,323) per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into an HSA account.
- For the 2018-19 contract year the School District will pay up to sixteen thousand two hundred ninety six dollars (\$16,296) per year at the rate of one thousand three hundred fifty eight dollars (\$1,358) per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into an HSA account.
- e. The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.
- f. If an employee enters the HSA plan as a participant on a date after the first day of the HSA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total employed days of a full time employee (260).
- g. All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the CDHP or employed by Faribault Public Schools.

**Subd. 3 :** Where the School District has available other group health plans, with respect to employees:

- I. the School District shall contribute an annual amount not to exceed \$15,876 for the 2017-18 years and \$16,296 for the 18-19 year towards the premium for single or family group health coverage  
and
- II. the employees shall not be entitled to participate in the HSA or VEBA for active employees. Thus, they will not become members of the voluntary employees beneficiary association and they will not receive contributions to individual accounts in the HSA/VEBA Plans.

#### **Section 4.04 –Dental Insurance**

The school district will provide dental insurance at a monthly contribution amount of forty-two dollars (\$42.00) towards single or family insurance.

#### **Section 4.05 - Life Insurance**

The School District shall provide, at District expense, a group term life insurance plan providing thirty thousand dollars (\$30,000) benefit.

#### **Section 4.06 -Long-Term Disability Insurance**

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 90 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

#### **Section 4.07 -Liability Insurance**

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

#### **Section 4.08 – Duration of Insurance Contribution**

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under other provisions of this document. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

### **ARTICLE V OTHER BENEFITS**

#### **Section 5.01 -Travel**

Necessary and approved transportation that is required of the employee in the performance of school duty shall be at the expense of the School District and set forth in District Policy Number 412.

#### **Section 5.02 – Professional Development/Equipment**

The School District shall pay up to \$1500 annually for all legally valid fees for equipment or professional development opportunities directed, or permitted by the director supervisor. This amount may be carried over with approval from direct supervisor

#### **Section 6.01 -Tax Deferred Contribution**

The School District shall match employee payments as per the Chart on Appendix C per school year to a tax-deferred plan for the full-time employee.

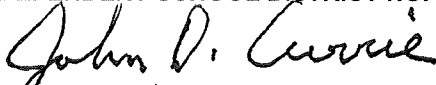
- a. The employee shall be eligible for a prorated school district contribution for any years that are less than full time.
- b. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.
- c. The school district contribution will be made to a district-approved company from an established list of the employee's choice. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the school district. The district shall make payment to the employee's selected company bi-monthly.

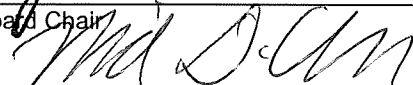
**Section 6.02 – Retirement Insurance**

The Employee shall be eligible for early retirement health insurance contribution. Eligibility for district contribution toward single coverage in the group health and hospitalization until the end of the month the employee qualifies for Medicare. Employee must have completed at least fifteen (15) years of continuous service with the School District and be at least fifty-five (55) years of age to be eligible for this benefit upon submission of written resignation accepted by the School Board.

This document shall be effective only upon the signature of the officers of the School Board.

**INDEPENDENT SCHOOL DISTRICT NO. 656**

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Board Clerk

Dated: \_\_\_\_\_

**APPENDIX A  
SALARIES AND DUTY YEAR  
2017-18**

Position	Duty Year	Annual Salary
Technician I	260 Days	\$49,490
Technician II	260 Days	\$58,960

**APPENDIX B  
SALARIES AND DUTY YEAR  
2018-19**

Position	Duty Year	Annual Salary
Technician I	260 Days	\$50,866
Technician II	260 Days	\$60,599

**APPENDIX C  
TAX DEFERRED COMPENSATION**

<u>Years of Service</u>	<u>Amount of Match</u>
1-2	\$400
3-6	\$450
7-10	\$650
11-13	\$950
13-16	\$1,150
17+	\$1,600

Administrative support persons with current years of service to the District shall be provided a catch up not to exceed a total yearly district match of two thousand (\$2,000) dollars per year until they reach the total district match placement on the deferred compensation chart for their individual years of service to the District.

