

Faribault Public Schools, ISD 656

Non Union Directors and Coordinators 19-21

EMPLOYMENT AGREEMENT

ISD 656

School Board Approved February 22, 2020



2019-2021

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

This Employment Agreement contains information pertaining to your employment with Independent School District No. 655, 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, 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 10 paid holidays as determined by the School District. Employees working 260 days per year will also be entitled to 1 additional floating holiday to be used as needed. 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 twenty (20) days per year. Part-time employees working 260 days per year 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 hundred and sixty (160) hours of unused vacation can be rolled over into the following year. Vacation use will be as scheduled with and approved by the Superintendent of Schools. Employees covered by this agreement may elect to take up to five (5) days of accrued and unused vacation, as additional salary, within each contract year.

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

Section 3.02 -Sick Leave

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

Employees shall receive sick leave at the rate according to the table below, which may be accumulated to a maximum of the equivalent of the employees contracted days per year. 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.

Total Contracted Days	Sick Days Earned Per Year
Less than 185 prorated	Number of days worked/260; multiplied by 12.
185-224	11
225-260	12

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 Leave

The employee shall be allowed three (3) personal days per year

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 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 upon proof of service.

Section 3.7 – Superintendent’s Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

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 2019-21 years 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 2019-21 contract years 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 2019-21 years 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 2019-21 contract years 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 2019-21 contract years 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 2019-21 contract years 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 2019-21 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:

- a. the School District shall contribute an annual amount not to exceed \$16,296 for the 19-21 years towards the premium for single or family group health coverage
- and
- b. 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 -Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing two and one-half (2 ½) times the employees annual salary of coverage for each eligible employee. Administrators covered by this agreement can, at their own expense, purchase up to an additional \$500,000 of life insurance in increments of \$50,000.

Section 4.05 -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 75% of the basic monthly earnings.

Section 4.06 -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 4.07 –Dental Insurance

The school district will provide dental insurance at a monthly contribution amount of forty dollars (\$40.00) towards single or family insurance

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 BENEFIT

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 Improvement/Professional Membership Dues/Technology

The employee will participate in professional development activities which are directly related to their areas of responsibility and other areas approved by the superintendent. For each employee contracted for 205 days or more, during the 2019/20 contract year the School District shall pay an annual amount of \$2650 and during the 2020/21 contract year the School District shall pay an annual amount as specified within Appendix B, for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the superintendent. This amount can also be used towards the annual membership dues for the employee for relevant professional organizations approved by the District and also the annual membership dues for other community organizations as are required, directed or permitted, by the superintendent of schools. In addition, the amount can be used to purchase technology items as permitted by the employees director supervisor. These funds may be carried over from year to year based upon the individual employee's professional growth plan. If employee desires to carry over funds, this growth plan must be submitted to and approved by the superintendent prior to June 30th of each year.

ARTICLE VI SEVERANCE/RETIREMENT

Section 6.01 – Severance

Severance shall be at a rate of one hundred twenty (\$120) dollars per day of unused sick leave. The amount paid shall be based on the number of unused sick leave days the employee has accumulated during his/her service to the District. The maximum payment shall not exceed eleven thousand five hundred (\$15,000) dollars.

OR

When an employee covered by this agreement has completed five years of continuous service under this employment agreement, or combined with other administrative positions within the district as identified by the Director of Human Resources, they shall be eligible for payment upon separation of employment based on the following:

- a. Payment shall be equivalent to their daily rate of pay times a number of days determined by multiplying five (5) days times the number of year's employment with the Faribault Public School District at the time of separation of employment. The daily rate shall be based on the gross salary rate, including steps and pay differentials.
- b. The amounts shall be prorated for years during which the administrator served part-time or on an unpaid leave.
- c. The maximum severance payment will be no more than \$15,000.
- d. Severance pay under this section shall not be payable in the event the administrator is terminated for cause.

WHICHEVER IS GREATER

Section 6.02 -Tax Deferred Contribution

The School District shall match employee payments up to \$3,600 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 employee shall choose a service provider from a district approved vendor list. It shall be the responsibility of the employee to make all arrangements required by the vendor and district to insure that proper payment is made by the school district. The district shall make payment to the employee's selected company semi-monthly.

Section 6.03 – Health Care Savings Account

The School District shall contribute on behalf of the administrator, an amount equal to 1.00% of his/her gross salary to a health care savings account administered by the State of Minnesota Retirement System.

Section 6.04 – Retirement Insurance

The employee shall be eligible for early retirement health insurance contributions towards single coverage in the group health and hospitalization until the end of the month employee qualifies for Medicare. Employee must have completed at least ten (10) 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. The School District will make the same contribution towards the cost of single coverage for a retired full-time employee as is provided under this agreement for an active full-time employee.

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
2019-20**

Position	Duty Year	Annual Salary
Area Learning Center Director	220 Days	\$94,000
Activities Director	230 Days	\$97,634
Assistant Special Education Director	235 Days	\$106,717
Buildings & Grounds/Health & Safety Director	260 Days	\$96,050
Early Childhood Coordinator	230 Days	\$87,945
Career & Equity Navigator Coordinator	230 Days	\$84,180
Communications Coordinator	260 Days	\$69,198
Technology Coordinator	260 Days	\$93,801
Special Education Case Facilitator	200 Days	\$83,988
English Language Coordinator	230 Days	\$90,830
Controller	260 Days	\$79,008
Curriculum Specialist	210 Days	\$82,705
Integration Coordinator	225 Days	\$89,348
Dean of Students/Program Coordinator	210 Days	\$80,162
Behavior Intervention Coordinator	205 Days	\$73,726

**APPENDIX B
SALARIES AND DUTY YEAR
2020-21**

Position	Duty Year	Annual Salary	Professional Development
Area Learning Center Director	220 Days	\$98,442	\$1000
Activities Director	230 Days	\$100,533	\$2650
Assistant Special Education Director	235 Days	\$112,537	\$0
Buildings & Grounds/Health & Safety Director	260 Days	\$100,903	\$650
Early Childhood Coordinator	230 Days	\$91,707	\$1500
Career & Equity Navigator Coordinator	230 Days	\$87,681	\$1650
Communications Coordinator	250 Days	\$73,903	\$0
Technology Coordinator	260 Days	\$98,237	\$1000
English Language Coordinator	230 Days	\$93,527	\$2650
Special Education Case Facilitator	200 Days	\$86,483	\$0
Controller	260 Days	\$84,005	\$0
Curriculum Specialist	210 Days	\$86,811	\$1000
Integration Coordinator	225 Days	\$93,451	\$1200
Dean of Students/Program Coordinator	210 Days	\$83,693	\$1500
Behavior Intervention Coordinator	205 Days	\$76,499	\$2650