

Faribault Public Schools, ISD 656

**Non-Affiliated
Administrative Support
Specialists: 22-24**

EMPLOYMENT AGREEMENT

ISD 656

2022-2024

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 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 mutually established by the employee and their immediate supervisor. The employee shall perform services on those legal holidays on which the School Board so determines. Employees shall be on duty during any emergency, natural or unnatural, unless they are otherwise excused in accordance with School Board-administrative policy.

ARTICLE II SALARIES

Section 2.01 -Compensation

The salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A, B and C. 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.

Employees required to work on Saturday will be compensated at 1 ½ their hourly rate. Employees required to work on Sundays and/or a holiday will be compensated double time of their hourly rate. This is exclusive of an employee choosing to work a normal schedule that falls on a Saturday and/or Sunday. In-lieu of being paid overtime, an employee may be given compensatory time of 1 ½ hours for each hour of overtime worked. The maximum accumulation of compensatory time will be 40 hours. If the accumulated overtime exceeds 40 hours, the employee will be paid for all hours over 40. An employee can carry over eight hours of compensatory time past July 31st. An employee may not use more than 24 hours of compensatory time in any one instance. The School District may at its discretion, waive the 24 hour maximum by allowing more days, not less.

Section 2.02 -Holidays

Employees shall be entitled to 10 paid holidays as determined by the School District. Employees working 240 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

Employees shall earn vacation as follows:

- At the start of year 1 - year 5 = two weeks (10 days at employees hours per day)
- At the start of year 6 - year 14 = three weeks (15 days at employees hours per day)
- At the start of year 15 and more = four weeks (20 days at employees hours per day)

Increase effective on anniversary date of employee's hire date. All accruals occur on the last day of the month.

No more than eighty (80) hours of unused vacation can be rolled over into the following year beyond July 31st of each year. Vacation use will be as scheduled with and approved by the immediate supervisor. 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. Should an employee leave prior to the end of the school year, a final vacation calculation will be completed and the employee may owe the District if their vacation time has been overused.

Section 3.02 -Sick Leave

Employees shall receive sick leave at the rate of 1 day for each month worked, 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. Should an employee leave prior to the end of the school year, a final sick leave calculation will be completed and the employee may owe the District if their sick time has been overused.

The School District will pay each employee for 1 ½ of unused sick leave earned, above the maximum accumulation, during the contract year. The payment will be made during the month of July, into the employees MSRS account.

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, son-in-law, daughter-in-law, nieces, nephews, aunts, uncles, former legal guardian of the employee and any relative living in the same home. The Superintendent, or designee, may grant Bereavement Leave for individuals not listed above or extend the leave when deemed necessary.

Employees may, with the approval of the superintendent or designee, be granted up to one full day of sick leave to attend the funeral of a close friend.

Section 3.04 -Personal Leave

Employees shall be allowed three personal days per year with prior approval of the immediate supervisor. Employees working eleven months or more shall be granted four days per year.

Section 3.05 -School Activity Leave

Employees shall be granted a leave of up to a total of sixteen hours during a twelve month period to attend school conferences or school related activities related to the employee's child, stepchildren and grandchildren. Employees may use any accrued leave (sick, vacation, personal) for leave under this section.

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 2022-24 years the School District will make available health and hospital insurance plans.

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 2022-24 contract years the School District will pay up to \$16,716 per year at the rate of \$1,393 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 2022-24 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 \$15,516 per year at the rate of \$1,293 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 \$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 2022-23 contract years the School District will pay up to \$14,320 per year at the rate of \$1,193 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 \$3,650 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

For the 2023-24 contract years the School District will pay up to \$16,069 per year at the rate \$1,339 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 \$3,650 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 2022-23 contract years the School District will pay up to \$17,970 per year at the rate of \$1,498 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 2023-24 contract years the School District will pay up to \$19,719 per year at the rate of \$1,643 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 2022-23 contract years the School District will pay up to \$14,320 per year at the rate of \$1,193 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 \$3,650 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

For the 2023-24 contract years the School District will pay up to \$16,069 per year at the rate of \$1,339 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 \$3,650 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 2022-23 contract years the School District will pay up to \$17,970 per year at the rate of \$1,498 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 2023-24 contract years the School District will pay up to \$19,719 per year at the rate of \$1,643 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 \$17,970 for the 22-23 year and \$19,719 for the 23-24 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 \$50.00 towards single or family insurance.

Section 4.05 -Life Insurance

The School District will provide all employees who are employed 20 hours or more per week with \$50,000 of term life insurance.

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 - Emergency Closings

If school is closed due to an emergency or weather, and employees within this employment agreement are required to report to work, they will be paid at a rate of one 1½ times their regular rate of pay. When an employee is out using any accrued leave in the event of an emergency closing, they will have that day returned to their leave accruals.

ARTICLE VI CHANGES IN EMPLOYMENT

Section 6.01 - Filling Vacancies

When an employee applies for a position in the same or lower classification, date of hire will be the main factor in filling the vacancy. The school district Human Resources Office may also consider other qualifications. These other qualifications shall include satisfactory performance reviews, pertinent experience, current training (within the past 3 years).

When an employee bids for a position in a higher classification the employer will fill the position with the most qualified applicant.

Section 6.02 - Reduction in Workforce

If a position as Central Services Specialist or Administrative Assistant I, covered within this agreement, is eliminated by action of the board, such employee affected will be eligible to displace the individual with the most recent date of hire within this employment agreement, in which they are qualified.

If a position as Administrative Assistant II, covered within this agreement, is eliminated by action of the board, such employee affected will be eligible to displace the individual with the most recent date of hire within the same classification, in which they are qualified.

ARTICLE VII SEVERANCE/RETIREMENT

Section 7.01 – Severance

After completion of 20 years of service to the School District and being at least 55 years of age, the Employee shall be eligible for a severance benefit. Such benefit shall be either an amount equal to five (5) days of the retiring employee's current salary at the time of severance, less benefits, times the number of full years of employment in the district.

OR

Payment of one-half (1/2) of employee's accumulated sick leave at a rate equal to the employee's current salary at the time of severance, less benefits.

Employee will be eligible for a maximum of \$15,000 from either option A or B above; whichever is greater.

Section 7.02 -Tax Deferred Contribution

The School District will provide a district match towards a tax deferred contribution. The district shall match employee payments up to \$250 beginning with the 2022-23 year, to a tax-deferred plan for the employee.

- a. The employee shall be eligible for a prorated school district contribution for any years that are less than full time but contracted for 185 or more days per year.
- 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 7.03 – Health Care Savings Account

The School District shall contribute on behalf of the administrator, an amount equal to .75% beginning with the 2022-23 year, of employees gross salary to a health care savings account administered by the State of Minnesota Retirement System.

Unused personal time for the school year, any unused comp time, and/or all vacation hours in excess of 80 hours can be deposited into this account by the July 31st of the following school year of which they were accrued by the employees discretion. Employees must notify Human Resources in writing by 4:00 PM on July 31st, of the following school year.

Section 7.04 – Retirement Insurance

The School District shall provide, to all employees who retire prior to qualifying for Medicare and has at least 13 years of employment with the school district, up to \$3,600 per year (\$300 per month) towards the group health and hospitalization insurance program. Such contribution shall commence upon early retirement and request from the former employee and continue until the end of the month in which the secretary qualifies for Medicare.

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: 9-26-22

**APPENDIX A
SALARIES AND DUTY YEAR
2022-23**

Position	Wages
Administrative Assistant II	\$23.20 per hour
Administrative Assistant I	\$24.69 per hour
Central Services Specialist	\$25.19 per hour

**APPENDIX B
SALARIES AND DUTY YEAR
2023-24**

Position	Wages
Administrative Assistant II	\$23.85 per hour
Administrative Assistant I	\$25.38 per hour
Central Services Specialist	\$25.90 per hour

**APPENDIX C
LONGEVITY**

After 5 years of service	\$.33 per hour
After 10 years of service	\$.43 per hour
After 15 years of service	\$.53 per hour
After 20 years of service	\$.78 per hour
After 25 years of service	\$.88 per hour
After 30 years of service	\$.98 per hour
After 35 years of service	\$1.03 per hour

Increases are to be effective on the first check after January 1 and July 1, following the anniversary date of employment that qualifies the employee.

22/24 Categories