

Faribault Public Schools, ISD 656

Technicians 23-25

EMPLOYMENT AGREEMENT

ISD 656

School Board Approved November 20, 2023



2023-2024

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. Employees shall be on duty during any emergency, natural or unnatural, unless said employee 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, and Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Spring Break Day, Memorial Day, Juneteenth, 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 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 immediate supervisor.

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

Section 3.02 -Sick Leave

Pursuant to M.S. 181.9413, Earned Sick and Safe Time (ESST) Law will define 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 illness or any health related appointments of the employee or immediate family members. Immediate family, including but not limited to those listed in the ESST law and 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 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 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.

Section 3.07 – Compensatory Leave

Compensatory time shall be earned at 1.5x for employees working over their scheduled forty hours per week. Compensatory time shall be accrued indefinitely and/or be paid out in increments on July 31st of each year per the employee's written request

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 2023-25 years the School District will contribute towards employees insurance premiums as described in Subd. 1-3 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 2023-24 contract years the School District will pay up to \$19,075 per year at the rate of \$1,590 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 \$1,500 towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

For the 2024-25 contract years the School District will pay up to \$20,029 per year at the rate of \$1,669 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 \$1,500 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 2023-24 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 \$17,839 per year at the rate of \$1,487 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 \$3,000 towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

For the 2024-25 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 \$18,731 per year at the rate of \$1,561 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 \$3,000 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 2023-24 contract years the School District will pay up to \$17,092 per year at the rate of \$1,424 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 \$3,500 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

For the 2024-25 contract years the School District will pay up to \$17,947 per year at the rate of \$1,496 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 \$3,500 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 2023-24 contract years the School District will pay up to \$20,311 per year at the rate of \$1,693 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 2024-25 contract years the School District will pay up to \$21,327 per year at the rate of \$1,777 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 2023-24 contract years the School District will pay up to \$17,092 per year at the rate of \$1,424 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 \$3,500 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

For the 2024-25 contract years the School District will pay up to \$17,947 per year at the rate of \$1,496 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 \$3,500 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 2023-24 contract years the School District will pay up to \$20,310 per year at the rate of \$1,693 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 2024-25 contract years the School District will pay up to \$21,326 per year at the rate of \$1,777 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 \$20,310 for the 23-24 years and \$21,326 for the 24-25 years 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-five dollars (\$45.00) 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 -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 5.03 – Health Care Savings Account


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

Section 5.04 – 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: 11/20/23

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

Position	Duty Year	Annual Salary
Technician I	260 Days	\$60,977
Technician II	260 Days	\$72,342

**APPENDIX B
SALARIES AND DUTY YEAR
2024-25**

Position	Duty Year	Annual Salary
Technician I	260 Days	\$62,410
Technician II	260 Days	\$74,042

APPENDIX C - TAX DEFERRED COMPENSATION

<u>Years of Service</u>	<u>Amount of Match</u>
0-5	\$1000/year
6-9	\$1300/year
10+	\$1600/year

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.

APPENDIX D - LONGEVITY: Effective 2023-25

YEARS OF COMPLETED SERVICE	AMOUNT
14-19 Completed years	\$500
20-24 Completed years	\$1000
25-29 Completed years	\$2000
30+ Completed years	\$3000