

## **SAINT PETER PUBLIC SCHOOLS**

**Agreement** 

with

**District Technology Director** 

202<mark>35</mark>-2024<u>6</u>

and

2024<u>6</u>-202<u>57</u>

# District Technology Director **TABLE OF CONTENTS**

Hours and Duty Days	3
Special Leave and Holidays	3
Sick Leave	4
Serious Illness or Death Leave	
Earned Safe and Sick Time (ESST)	4
Personal Leave	5
Workers' Compensation	5
Jury Duty	6
Group Insurance	6
Child Care Leave	7
Other Conditions	8
Salary Payment	8
Retirement	8
Salary Schedule	10

# Agreement with the District Technology Director 2023-2024 and 20245-20257

The terms and conditions of employment for the position of District Technology Director shall be determined by the board.

#### **HOURS AND DUTY DAYS**

- 1. The basic work year shall consist of two hundred and thirty-five (235) days.
- 2. The District Technology Director shall be subject to emergency call and duty, but as supervisor shall not be entitled to overtime.
- In the event of emergency or other cause for school closing, regular hours shall be maintained at the discretion of the District Technology Director with approval of the Superintendent of Schools.

#### SPECIAL LEAVES AND HOLIDAYS

- 1. Leaves of absence without pay for personal reasons may be approved by the superintendent.
- 2. The District Technology Director shall be granted a leave of absence with regular pay on the following holidays:

New Year's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Presidents' Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Years Eve Day
Martin Luther King Day
(if school is not in session)

3. New Year's Day, Memorial Day, Independence Day, and Christmas Day shall be

considered major holidays. When any such major holiday falls on a Sunday, the following Monday shall be considered a holiday. Should these fall on Saturday, then the preceding Friday shall be honored as a holiday.

#### SICK LEAVE

- 1. Sick Leave: At the beginning of each school year, the District Technology Director shall be credited with 12 working days of sick leave. In the event that the District Technology Director, for any reason, is no longer employed by the district before the end of the school year, the number of allowable sick leave days will be days worked over the total combined contract days times 12. Any fraction of a District Technology Director's workday will be rounded up to the next higher whole day if more than a half day, and rounded down if less than half of a District Technology Director's workday. A District Technology Director who uses more than his/her allowable sick leave, including any accumulated sick leave that may have accrued, shall have a deduction from pay for any excess sick leave taken that has not been earned.
  - Subd. 1. Unused sick leave days may accumulate to a maximum credit of two hundred thirty-five (235) days of sick leave.
  - Subd. 2. Sick leave with pay shall be allowed by the School District whenever a District Technology Director's absence is due to any type of illness, including illness or disability caused or contributed to by pregnancy or childbirth, which prevented the attendance at school and performance of duties on that day or days.
  - Subd. 3. A District Technology Director may use sick leave to cover absences necessitated by the illness or disability of a child, spouse and parent in need of the District Technology Director's personal care or attention. Such care shall be deducted from accumulated sick leave.
  - Subd. 4. The superintendent may require a District Technology Director to furnish a medical certificate from a qualified physician, or psychiatrist, as evidence of illness. If such a requirement is made, and the District Technology Director is billed, the district shall pay the entire cost of such billing.
  - Subd. 5. All sick leave allowed under this article shall be deducted from the accrued sick leave days earned by the District Technology Director.

#### EARNED SAFE AND SICK TIME (ESST)

The District Technology Director shall earn, use, and accumulate 48 hours of ESST in conformance with the School District's Employment Policies and Minnesota Statutes. ESST may accumulate to a maximum of 80 hours.

#### **SERIOUS ILLNESS:**

A District Technology Director may be granted up to 6 days of non-accumulative serious illness or death leave annually which may be used for serious illness or death leave in the immediate family. The immediate family shall include: spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee. Three of the 6 days may be used for extended family or special friend. In the event of a second or any additional deaths to the following members of the immediate family, (spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandchildren, or anyone residing in the household at the time of their death), additional leave will be granted not to exceed five (5) full days per death. Any additional days taken will be taken at a full deduction in pay.

#### PERSONAL LEAVE

The District Technology Director will be allowed 2 days per year for personal leave. This leave may accumulate to 4 days.

These days may be used at the discretion of the District Technology Director for situations that arise requiring the District Technology Director's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this agreement. Request for a personal leave must be made in writing to the superintendent of schools. The request shall state the reason for the proposed leave.

Personal leave may not be used for absence caused by inclement weather affecting travel from the director's residence to school.

#### **WORKERS' COMPENSATION**

- 1. Upon the request of the District Technology Director who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the District Technology Director and the District Technology Director's regular rate of pay to the extent of the District Technology Director's earned accrual of sick leave.
- 2. A deduction shall be made from the District Technology Director's accumulated sick

- leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement workers' compensation.
- 3. Such payment shall be paid by the School District to the District Technology Director only during the period of disability.
- 4. In no event shall the additional compensation paid to the District Technology Director by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the District Technology Director.
- 5. The District Technology Director who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this policy shall have deducted either a one-half or a full day of worker's compensation pay from the director's salary for the days affected by the Worker's Compensation.

#### **JURY DUTY**

- The District Technology Director shall continue to receive his/her regular compensation when called for jury duty. A one-half or full day of jury duty pay will be deducted from the director's daily salary.
- 2. Any director summoned or subpoenaed to provide testimony or information to any agency, commission, board, legislative committee, arbitrator, or court, during the regular workday, shall be provided leave with pay for each day or part there of which the director is required to be absent. The director shall reimburse the district that compensation, except for mileage reimbursement and meal allowance, which they receive for providing such testimony.

#### **GROUP INSURANCE**

- 1. SELECTION OF CARRIER: The selection of the insurance carrier and policy shall be made by the School Board.
- 2. HEALTH AND HOSPITALIZATION INSURANCE: For the period of February July 1, 20225, through June 30, 20237, the School District will contribute an amount equal to an individual insurance plan at the VEBA level for the District Technology Director. The District Technology Director has the option of applying the individual insurance benefit to a family plan.
- 3. INCOME PROTECTION INSURANCE: The School District shall pay the premium for Income Protection Insurance to the extent of 662/3 percent of the gross annual

salary for the District Technology Director beginning 60 calendar days after the injury or illness and extending to age 65.

- 4. LIFE INSURANCE: The School District shall contribute a sum equal to the premium for a \$200,000 group life insurance policy for the director for each year of the contract.
- 5. DENTAL INSURANCE: For the period of <u>February July</u> 1, 202<u>25</u>, through June 30, 202<u>37</u>, the School District shall pay the entire premium for family dental coverage.
- 6. DURATION OF INSURANCE CONTRIBUTIONS: An employee is eligible for board contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, and effective on the last working day, all board participation and contribution shall cease unless the employee is entitled to the benefits as provided under RETIREMENT.

#### **CHILD CARE LEAVE**

- Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to an employee-parent following the birth and first year care of a child, adoption or foster placement of a child, provided such employee-parent is caring for the child on a full-time basis.
- Subd. 2. Request: An employee making an application for child care leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.
- Subd. 3. Medical Statement: An employee may be asked to provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.
- Subd. 4. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School Board in the granting of a child care leave or its duration.
- Subd. 5. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:
  - (1.) grant any leave more than twelve (12) months in duration;

- (2.) permit the employee to return to employment prior to the date designated in the request for child care leave.
- Subd. 6. Reinstatement: An employee returning from child care leave shall be reinstated in a position the employee is qualified unless previously discharged or laid off.
- Subd. 7. Failure to Return: Failure of the employee to return by the date determined under this section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension in the leave.
- Subd. 8. Group Insurance: An employee on child care leave, is eligible to participate in group insurance programs as governed by the Family & Medical Leave Act. The employee may continue health insurance coverage beyond the Family & Medical Leave Act at their own expense while on child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.
- Subd. 9. Use of Sick Leave While on Child Care Leave An employee on child care leave may use earned sick leave accrued for the period of time under the Family Medical Leave Act.
- Subd. 10. Salary and Fringe Benefits: Leave under this section beyond the use of accrued sick/personal leave, shall be without pay.

#### **OTHER BENEFITS**

1. Professional and Service Organizations: The School District agrees to pay the dues for the District Technology Director's professional and service organizations.

#### SALARY PAYMENT

1. The salary shall be paid in 24 equal monthly installments deposited directly to the director's individual bank account on the 15th and last banking day of the month.

#### **RETIREMENT**

- 1. Upon retirement at the end of the year in which the District Technology Director reaches the age of 56 and with 10 consecutive years of service, the District Technology Director may remain in the district's insurance plans.
  - ☐ With regard to medical insurance, the district will provide up to \$60,000

District Technology Director <del>2023-2024 and</del> 2024<u>5</u>-2025<u>7 Contract</u> Page 9 of 10

that may be used towards the purchase of any of the district's medical insurance plans, or a carrier of the employee's choosing. This money is for continuing medical insurance expenses. In the event of the employee's death, this benefit ceases.

- With regard to life insurance in effect at the time of retirement, the district will continue to pay life insurance premiums for 9 years after retirement or until the age of 65 years, whichever comes first.
- With regard to dental insurance at the time of retirement, the District Technology Director will assume responsibility for payment of all premiums.
- 2. Upon retirement from full-time employment at age 56 or thereafter, and upon retirement with ten (10) consecutive years of full-time employment in district 508, the District Technology Director shall be paid \$450 dollars per day for each day of accumulated unused sick leave up to a maximum of 235 days. In the event of the death of the director, this money is paid to the coordinator's estate.
- 3. The term "10 consecutive years" as used herein shall mean that the District Technology Director must be physically present working in the district for the ten (10) consecutive years immediately preceding his or her retirement at age 56 or thereafter. School board approved leaves will not count in the I0 year requirement, but shall not disqualify a director on the basis of the consecutive year stipulation. The only other exception shall be illness or medically certified disability, which will count toward the 10 year requirement.

## **SALARY SCHEDULE**

202 <mark>35</mark> -2024 <u>6</u>	\$ <del>97,375</del> 101,658
20246-20257	\$ <del>99,323</del> 104,148

District Technology Director Gustavus Sorbo	Chairperson of the Board Charlie Potts	
Dated:		
	Clerk of the Board Kate Martens	