TECHNOLOGY ASSISTANT'S CONTRACT

Independent School District No. 485, Royalton, Minnesota (hereafter "School District") enters into this agreement with Andrew Hagman (hereafter "Employee") as Technology Assistant, who agrees to perform the duties assigned by the School District.

The School District and the Employee agree as follows:

ARTICLE I DURATION

Section 1. Effective Time Period. This Agreement shall remain in full force and effect for a period commencing July 1, 2025, through June 30, 2026, unless modified by the mutual written consent of the School Board and the Employee, or unless terminated by law or as provided in Article IX of this Agreement. For purposes of this Agreement, the term "year," "duty year," "school year," or "contract year" shall refer to the period of time from July 1 through June 30.

ARTICLE II BASIC RIGHTS

<u>Section 1. Provision of Services.</u> The Employee shall faithfully perform the services prescribed by the School Board or Director of Technology whether or not such services are specifically described in this contract 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 below.

ARTICLE III HOURS OF SERVICE AND DUTY YEAR

<u>Section 1. Basic Work Day/Week.</u> This is a 260 day salaried position. The Employee's work schedule normally will be eight (8) hours/day; however, duties assigned to the Employee may require additional time and service beyond the typical 40-hour week as required to meet the needs of the job and the School District's requirements. The daily work schedule will be determined by the superintendent and is subject to modification as so determined by the Superintendent.

Section 2. Basic Work Year. The regular work year shall be prescribed by the School District for employees.

<u>Section 3. Shifts and Starting Time.</u> All employees will be assigned starting time and shifts as determined by the School District. Starting time and shifts may be changed during the school year at the discretion of the School District.

Section 4. Right of Assignment. The School District maintains the right to assign employees as it deems necessary.

<u>Section 5. Shift Changes.</u> The School District maintains the right to change an employee's shift during the year to meet School District needs.

<u>Section 6. Overtime.</u> An employee may be required by the School District to perform overtime work. Any overtime must be pre-approved by the Superintendent, except in emergencies when a principal may pre-approve it.

Section 7. School Closing.

Subd. 1 School Closing. In the event that school is closed, delayed, or released early for any reason, 260 Day Employees are required to still perform services and may be required to change their daily hours. The director (or superintendent if the director is not available) may release the employees early because of hazardous to life and limb driving conditions with full compensation for the day.

ARTICLE IV RATES OF PAY

Section 1. Rates of Pay.

Subd. 1. Pay Schedule. The Employee shall be paid over 24 pay periods for the year.

Subd. 1. Salary.

2025-2026 \$47,652.80

<u>Section 2. Health Savings Account/Wellness Account.</u> The School District shall also contribute \$250 annually into an HSA or Wellness account.

ARTICLE V LEAVES OF ABSENCE

<u>Section 1. Sick Leave.</u> Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability, which prevented attendance at school and performances of duties on that day or days. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

<u>Subd. 1. Rate Sick Leave is Earned.</u> An employee shall earn sick leave at the rate of one (1) day for each full month of service employed in the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. An employee who works fewer than 8 hours a day shall earn prorated sick leave. (All employees hired prior to July 1, 1996 shall earn fourteen (14) days of sick leave per year, as long as there is no break in service.)

Subd. 2. Serious Illness. A leave of absence without loss of pay, not to exceed five (5) days, for each occurrence, shall be granted for the serious illness of an employee's spouse or domestic partner, child/stepchild or parent/stepparent, and, in the case of an employee's parent-in-law, not to exceed three (3) days. The leave days taken shall be deducted from the employee's accumulated sick leave.

Up to five (5) additional days shall be granted, per occurrence, with a deduction for substitute employee pay, for the serious illness of an employee's spouse or domestic partner, child/stepchild or

parent/stepparent and up to three (3) additional days, per occurrence, shall be granted, with deduction for substitute employee pay, for the serious illness of a parent-in-law. Serious illness shall mean illness requiring medical attention at a clinic or hospitalization. The School District may require doctor's certification of illness.

<u>Subd. 3. Accumulated Sick Days.</u> Unused sick leave days may accumulate to a maximum of one hundred twenty (120) days of sick leave per employee. All employees hired prior to July 1, 1996 shall be reimbursed for 25% of the days exceeding one hundred twenty (120) days of accumulated sick leave. Reimbursement shall be at the employee's daily rate of pay at the end of that school year.

<u>Subd. 4. Medical Note.</u> The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Pay Request Form. Sick leave pay shall be approved only upon completion of request in AESOP.

Section 2. Personal-Flex Day. Two times per year, employees may elect to convert three (3) sick leave days to one (1) flex day for a total accumulation of 2 personal-flex days that may be used in the same manner as a personal day. Unused personal-flex days will be paid out at the employee's daily rate of pay and be deposited into either the employee's 403B account or their Health Savings Account.

Section 3. Vacation. At the beginning of each contract year each employees working 12-months shall be credited with vacation pay according to the following schedule:

0-1 years = 5 days 2-4 years = 10 days 5-9 years = 15 days 10+ years = 20 days

<u>Subd 1. Requesting Vacation.</u> Vacation time must be scheduled and approved by the employee's supervisor in advance. The School District reserves the right to limit the number of employees in a category on vacation or leave at any one time, or to deny any vacation request that may disrupt School District operations, in the sole discretion of the School District. All vacation must be taken the year earned and no vacation time may be carried over into the following year, unless a special arrangement is made with the Superintendent.

Section 3. Bereavement Leave and Illness in the Immediate Family.

<u>Subd. 1.</u> A leave of absence without loss of pay, not to exceed five <u>(5)</u> days, for each occurrence, shall be granted for the death of an employee's spouse or domestic partner, child/stepchild or parent/step-parent, and, in the case of an employee's parent-in-law, not to exceed three <u>(3)</u> days.

<u>Subd 2.</u> Up to five (5) additional days shall be granted, per occurrence, with a deduction for substitute employee pay, for the death of an employee's spouse or domestic partner, child/stepchild, or parent/step parent and up to three (3) additional days, per occurrence, shall be granted, with deduction for substitute employee pay, for the death of a parent-in-law.

- <u>Subd 3.</u> A leave of absence without loss of pay, not to exceed two (2) days for each occurrence, shall be granted for death of an employee's brother or sister, brother-in-law, sister-in-law, grandparents, son or daughter-in-law, grandparent-in-law, grandchild, or member of immediate household, this includes those of the aforementioned roles in that of a domestic partner. Up to two (2) additional days of bereavement leave shall be granted, per occurrence, with a deduction for substitute employee pay.
- **<u>Subd 4.</u>** For the death of other relatives and friends, an employee shall be granted up to one day of bereavement leave, for each occurrence, with deduction for substitute employee pay.
- <u>Subd 5.</u> Deduction for substitute employee pay shall include salary, PERA, FICA/Medicare. Deduction for substitute pay shall occur whether or not a substitute is employed for the absent employee.
- **<u>Subd 6.</u>** Bereavement days must be used consecutively at one time.
- <u>Section 4. Family and Medical Leave.</u> Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. Seq., an eligible staff shall be granted, upon written request, up to a total of 12 weeks of unpaid leave per year in connection with:
 - a. The birth of a child;
 - b. The adoption or foster placement of a child;
 - c. The serious health condition of an employee's spouse, child, or parent, and
 - d. The employee's own serious health condition.
 - <u>Subd. 1. Salary and Fringe Benefits</u>. Such leave shall be unpaid, except an eligible staff, during such leave, shall be eligible for regular School District group health insurance contributions as provided in the Agreement of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.
 - **Subd. 2. Paid Leave Under Contract.** While FMLA leaves, except for eligible insurance contributions as provided in Article VI, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave, i.e. sick leave or personal leave pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provisions of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of the Agreement.
 - <u>Subd. 3. Request.</u> A staff member requesting child care leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months prior to the commencement of the intended leave.
 - <u>Subd. 4. Date of Leave.</u> The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, e.g. winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.
 - **<u>Subd. 5. Duration.</u>** 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 for more than twelve (12) months in duration.

2. Permit the staff member to return to employment prior to the date designated in the request for the child care leave.

Section 5. Emergency Medical Leave. An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, may, upon request, be granted an emergency leave of absence, without pay, up to six (6) months. The employee shall be responsible for payment of any insurance benefits during the period of the emergency leave. This leave may be renewed at the discretion of the School District. A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities. The School District will adhere to the Family Medical Leave laws.

Subd. 1. Elective Surgery. Elective surgeries will be allowed during non-student contact days only.

<u>Section 6. Jury Leave.</u> An employee called for jury service shall be granted a jury leave without loss of pay, but any sum paid to the employee for jury duty (exclusive of mileage and other expenses) shall be assigned by the employee to the School District.

<u>Section 7. Military Leave.</u> An employee called for military service shall be granted a leave of absence, with pay if it falls under M.S. 192.26, or without pay if it falls under M.S. 192.261, for such times as may be required to fulfill the obligation.

Section 8. General Leave. At its discretion, the School District may grant a leave of absence for one (1) year to employees who have completed five (5) consecutive full years of service in the School District. Employees requesting leave under the provisions of this Section shall submit a written request no later than March 31 of the school year preceding the year of the requested leave.

<u>Subd 1. District Notification.</u> Employees who are granted leave of absence under the provision of this Section shall notify the School District no later than March 31 of the leave year, in writing, of their intention to return to their position.

<u>Section 9. All Other Leave.</u> The School District will adhere to all applicable federal and state laws governing the provision of a leave of absence for specific purposes outlined in law or statute other than those specified in this manual.

Section 10. Workers' Compensation. Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

<u>Subd 1. Insurance Application-Unpaid Leave.</u> An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

<u>Subd 2. Insurance Application-Paid Leave.</u> In the event the employee is on paid leave from the School District under Article V or supplemented by sick leave pursuant to Section 10, the School District will continue insurance contributions as provided herein until sick leave is exhausted.

Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

<u>Subd 3. Credit.</u> An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Subd 4. Eligibility. Employees shall be eligible for leave benefits proportional to the extent of their employment.

<u>Subd 5. Subbing While on Leave.</u> School District employees on a general leave of absence who return to sub will be paid their regular rate of pay when subbing in their regular job classification and the 0 step of the group in which they are subbing for all other jobs.

ARTICLE VI GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

<u>Section 2. Health and Hospitalization Insurance.</u> The School District shall contribute toward employee hospital-medical coverage for all employees employed by the School District who work 40 hours a week for 12 months, qualify for, and are enrolled in the School District's health and hospitalization plan according to the schedule determined by the School District. The School District expressly reserves the right to revise or modify these amounts at any time that it determines such modification is desirable. The current amounts contributed by the School District are as follows:

Single, not to exceed \$7,000 Family not to exceed \$13,500

Subd. 1. District Contribution. The School District contribution is based on a 260 days contract.

<u>Subd 2. Claims Against the School District.</u> It is understood that the School District's only obligation is to purchase various insurance policies and pay such premium amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

<u>Section 2. Life Insurance.</u> The School District shall provide the Employee with group life insurance coverage in the amount of \$50,000.00, the premiums to be paid by the School District. The Employee may elect to purchase an equal amount of life insurance under the group plan with premiums paid in full by the Employee.

<u>Section 3. Long-Term Disability Insurance.</u> The School District shall contribute 100% of the premium for the income protection policy. Such policy shall provide for benefits equal to at least 2/3 of the employee's salary, beginning after sixty (60) days of continuous absence due to disability.

ARTICLE VII HOLIDAYS

<u>Section 1. Paid Holidays for Employees Working 12 Months.</u> Employees working 40 hours per week/12 months are paid for eleven holidays:

- July 4th
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day
- Juneteenth

When a Holiday falls on a weekend the Supervisor will decide if the vacation day is taken on the Friday before or the Monday following that weekend.

ARTICLE VIII 403B MATCHING CONTRIBUTION PLAN

<u>Section 1. Eligibility:</u> After one year of service in the School District, Employees will be eligible to participate in the deferred matching compensation plan in accordance with the M.S. 356.24. and the School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below. The School District's lifetime maximum contribution to the deferred matching program shall not exceed \$4,500.

Section 2. Employee Match: The School District's contribution will be up to \$400 a year. The School District will make the foregoing matching contribution to only those employees choosing to participate in an approved 403(b) annuity account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Employees may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations. If an employee chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

<u>Section 3. Approved Plans:</u> The School District will make matching contributions only to deferred compensation plans offered by vendors selected by the School District.

ARTICLE IX DISCHARGE AND RESIGNATION FROM EMPLOYMENT

<u>Section 1. Discharge From Employment.</u> At will employees may be discharged by the School District at any time, for any reason.

<u>Section 2. Resignation From Employment.</u> Employees resigning from employment shall give written notice to the Superintendent fourteen (14) calendar days prior to the effective day of resignation. Employees not giving the above notice shall forfeit all accrued benefits at the time of termination.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Agreement.

FOR: The DISTRICT Signed this day of	
School Board Chair	
School Board Clerk	
FOR: The EXCLUSIVE REPRESENTATIVE Signed this day of	
Technology Assistant	