

SUPPORT SERVICES CONTRACT

FOR THE YEARS BEGINNING JULY 1, 2009, THROUGH JUNE 30, 2011

ARTICLE III BASIC SERVICES

SECTION 1. You shall faithfully perform the services prescribed by the School Board 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 Department of Education, and any additions or amendments thereto, for the annual salary indicated, and where applicable, pursuant to the provisions of M.S. §122A.40, as amended, and all federal and state laws relevant thereto.

ARTICLE IV DURATION

SECTION 1. This contract, where applicable, is subject to the provisions of M.S. §122A.40 and to all laws, rules and regulations of the State of Minnesota relevant to qualifications, certification, employment, termination, and discharge. This contract shall remain in full force and effect, except if modified by mutual consent of the District and yourself or unless terminated as provided by law or written resignation. When such time has elapsed, all rights under this employment contract shall cease.

ARTICLE V DUTY YEAR

SECTION 1 – BASIC WORK YEAR. Your duty year shall be for the entire year as provided herein and you shall perform services on those legal holidays in which the District is authorized to conduct school if the District so determines. You shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with the District policy. In order to attain ultimate efficiency and faithfully perform the services prescribed by the District, flexibility should be established in your schedule.

ARTICLE VI LEAVES – VACATIONS

SECTION 1 – VACATION. Employees who are employed on the basis of twelve (12) months a year and work twenty (20) hours or more a week shall earn paid vacation time as follows:

Upon employment: 0.833 of a day earned for each full month of employment (equivalent to 10 days per full year of employment), accruable to 20 days.

1.25 of a day earned for each full month of employment after 36 months of employment (equivalent to 15 days per year), accruable to 30 days.

1.67 of a day earned for each full month of employment after 60 months of continuous employment (equivalent to 20 days per year), accruable to 40 days.

2.0833 of a day earned for each full month of employment after 240 months of continuous employment (equivalent to 25 days per year), accruable to 50 days.

You may take earned vacation at any time during the year provided it is first approved by your immediate supervisor. Accumulated vacation time must be taken within twelve months after the work year in which it was earned.

Proper planning for the use of accumulated vacation time and any loss of such time through nonuse will be the responsibility of the employee.

SECTION 2 – SICK LEAVE. Sick leave shall be earned at a rate of one day per month with maximum accumulation of **186 days**. Sick leave shall be granted whenever an employee's absence is due to disease, disorder or illness of the mind or body of the employee. Sick leave may be used for serious illness in the immediate family. Serious illness is defined as an illness of such a nature that a physician's attention is required. Immediate family is defined as: spouse, parent, child, stepchild, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents, grandchild, spouse's grandparent or grandchild, brother-in-law, sister-in-law, uncle or aunt, niece, nephew or any member of your household.

SECTION 3 – BEREAVEMENT. The superintendent or designee may grant absences with pay for up to three (3) days per bereavement relating to the death of a member of the immediate family. Immediate family for the purposes of this section shall include all those indicated under Section 2. If special circumstances arise, the Superintendent or designee may grant the employee additional days leave with pay, but deductible from sick leave accumulation.

SECTION 4 – EMERGENCY LEAVE. You may be granted unpaid emergency leave during the current year at the discretion of the **School** Board or Superintendent. If you are employed for 260 days, said leave may be deducted from accumulated vacation time.

SECTION 5 – DISABILITY LEAVE. If you are unable to work because of personal illness or disability and have exhausted all accumulated paid sick leave available, you may be granted an additional leave of absence without pay for the duration of said illness or disability or for an additional period of one year, whichever is less. Given such leave of absence you shall be permitted, at your own expense, to obtain the insurance benefits of the district specified below.

SECTION 6 – PAID HOLIDAYS. If indicated under Section II, Item F, the following days will be considered a paid holiday and you will not be required to report for work. If school is in session any of these days, an alternate day will be granted.

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| 1. New Year’s Eve Day | 5. Independence Day | 8. Day After Thanksgiving |
| 2. New Year’s Day | 6. Labor Day | 9. Christmas Eve Day |
| 3. President’s Day | 7. Thanksgiving Day | 10. Christmas Day |
| 4. Memorial Day | | |

The following days will be considered a paid holiday only if school is not in session.

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| 1. Good Friday* | 2. Martin Luther King Day* |
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ARTICLE VII
INSURANCE

SECTION 1 – MEDICAL INSURANCE. If you are employed half-time or more, the district will pay directly to the insurance company the premium for group hospitalization, medical and major medical coverage for full family.

SUBD. 1 – RETIREE FRINGE BENEFITS

1. Payment: The district will pay insurance benefits for retired coordinators who meet the qualifications of this section.
2. Qualifications: To be entitled to the benefits of this Section, a coordinator must meet the following requirement:
 - a) the coordinator must terminate employment with the district,
 - b) the coordinator must qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA), other appropriate State of Minnesota sponsored retirement fund, or Social Security and have completed fifteen (15) years of service to the District as a coordinator. Members of this group who were employees in the District prior to becoming a coordinator will receive one year of credit for each year as an employee in the District to a maximum of twelve (12) years.
 - c) The retired coordinator will receive this benefit until they reach Medicare eligibility; and,

3. Funding:
 - a) The maximum amount payable on behalf of any qualified member shall not exceed \$3,900 per fiscal year. Any part of this amount not used to pay the cost of the health insurance premium will be kept by the school district;
 - b) The district's only obligation is to pay the amounts as agreed to herein; and,
 - c) No claims shall be made against the district as a result of a denial of insurance benefits by an insurance carrier.
4. Spousal Coverage: The benefits under this Section payable to a qualified coordinator shall continue as a benefit to that coordinator's spouse upon the death of the qualified coordinator, provided that the spouse otherwise qualifies as a participant in the district's insurance benefit program and the qualified coordinator would not have attained the age of 65 years if he/she had survived. The employee must have had spousal coverage for this subdivision to apply. Under no circumstances will the spouse of a deceased member be allowed to use the insurance benefit for more years than would have been used had the deceased member lived or the spouse reached age 65, whichever is earliest.

SECTION 2 – LIFE INSURANCE. If you are employed half-time or more, the District shall provide group term life insurance and shall pay directly to the insurance company the monthly premium for \$100,000 of life insurance.

SECTION 3 – LIABILITY. The District shall provide an error omissions liability insurance coverage for you in the amount of the present policy.

SECTION 4 – DISABILITY INCOME. For those who qualify, the District will pay directly to a company selected by the Board of Education an amount equal to the total monthly premium for long term disability insurance following the 90th day of disability as defined in the insurance policy.

SECTION 5 – CLAIMS AGAINST THE DISTRICT. The parties agree that any descriptions of insurance benefits contained in this section are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this section. It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by insurance carriers.

SECTION 6 – DENTAL INSURANCE. The District shall pay directly to the insurance company selected by the District the **monthly premium for family dental insurance.**

SECTION 7 – SUPPLEMENTAL MEDICAL REIMBURSEMENT PLAN. The District shall provide a supplemental medical reimbursement fund of \$800.00 **for 2009-2010 and 2010-2011** for each Coordinator job classification. Those expenses eligible for reimbursement from this fund shall be health care expenses not covered by insurance, such as x-rays, drugs and medicines, hospital services, medical equipment, orthodontic work in related dental services, and all other medical care expenses as defined in Section 213(E) of the Internal Revenue Code of 1954, as amended.

ARTICLE VIII
OTHER BENEFITS

SECTION 1 – CONFERENCES AND MEETINGS. The District shall pay legally valid expenses and fees within the provisions of adopted board policy for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed or permitted by the School Board or Superintendent.

SECTION 2 – RETIREMENT INCENTIVE PAY.

SUBD. 1 – RETIREMENT INCENTIVE: Any employee who separates from service either through resignation, retirement or death after June 30, 2001, shall be entitled to retirement incentive pay based on unused sick leave according to the following schedule:

	<u>Maximum Days Paid</u>	<u>Daily Amount</u>
15 years	100 days at	246
16 years	100 days at	252
17 years	100 days at	258
18 years	100 days at	264
19 years	100 days at	270
20 years	100 days at	276
21 years	100 days at	282
22 years	100 days at	288
23 years	100 days at	294
24 years	100 days at	300
25 years	100 days at	306
26 years	100 days at	312
27 years	100 days at	318
28 years	100 days at	324
29 years	100 days at	330
30 years and more	100 days at	350

Payment shall be made in one lump sum upon separation from the school district added to the coordinator’s final check. In the case of death, the payment shall be made to the employee’s designated beneficiary within sixty (60) days after the district receives a

certified copy of the employee's death certificate. The employee shall be responsible for payment of all Federal and State taxes as they may become due according to the Internal Revenue code.

SUBD. 2 – 403(b) MATCHING PLAN: Any employee who has three (3) years or more of continuous service as a coordinator with the district shall be entitled to participate in a 403(b) match plan as approved by the Internal Revenue Code and according to Minnesota Statutes. After the initial election of this option and ratification of amount, such participation shall continue from year to year at the specified amount unless the employee notifies the district by June 1 in the format prescribed by the District. The amount of contributions matched by the district for full time coordinators are limited by the following:

<u>Years of Service</u>	<u>Maximum Amount Matched</u>	
	<u>2009-2010</u>	<u>2010-2011</u>
4 through 12	\$ 1,032	1,200
13 and above	\$ 1,800	2,000

Under no circumstances will the lifetime for any one employee exceed \$35,000. Part time coordinators will have the amount above prorated.

The amounts contributed by the District as the employer match will reduce benefits payable under Subd. 1 in an amount equal to cumulative District contributions under Subd. 2.

SUBD. 3 – DISCHARGE FOR CAUSE: Any Coordinator discharged for cause shall not be eligible for any Retirement pay under Subd. 1.

SUBD. 4 – INSURANCE CONTINUATION: Coordinators shall be eligible to participate in District sponsored hospital, medical and dental insurance group that the coordinator participated in immediately before retirement according to Minnesota Statute §471.61, Subd. 2(b).

SECTION 3 – PROFESSIONAL IMPROVEMENT LEAVE. Upon the recommendation of the Superintendent, and approval of the School Board, support personnel who have a continuing contract and who have rendered satisfactory service in the district for not less than seven (7) consecutive years may be granted a leave of absence for study and research for a semester or a full year, subject to the following provisions:

SUBD. 1 – PURPOSE. Professional Improvement Leave shall be granted as a privilege to personnel who have demonstrated a high degree of promise for the purpose of improving instruction in Independent School District No. 31. Any professional Improvement Leave that is granted must be consistent with this purpose.

SUBD. 2 – APPLICATION. Request for study and research will be submitted to the Superintendent during the month of March for consideration for the following school year, and are subject to the approval of the Superintendent and the School Board.

SUBD. 3 – BENEFITS. Insurance benefits provided by this contract shall be maintained during said leave.

SUBD. 4 – SICK LEAVE. Sick leave shall not be earned during the Professional Improvement Leave; however, such leave accumulated prior to the Professional Improvement Leave shall be restored at the time the employee returns to the district.

SUBD. 5 – COMPENSATION. Compensation for personnel on Professional Improvement Leave shall be at a rate of 50% of the current salary not to exceed \$17,000. This amount shall be paid in equal monthly installments during the leave period and will be subject to retirement and tax deductions.

SUBD. 6 – AGREEMENT. An employee granted a Professional Improvement Leave shall agree in writing to return to the district for a period of two years immediately following the leave and shall sign a promissory note in an amount equal to the stipend granted. Upon return to regular employment the note will be forgiven at a rate of one-half of the total amount of the original note per year.

SUBD. 7 – RETURN TO THE DISTRICT. An employee on leave shall indicate his/her intent to return to the system by notifying the superintendent's office in writing during the month of February of the year of the leave or the balance of the salary allowance for the leave of absence shall be cancelled and the employee shall be liable to the District for any salary received while on such leave.

SUBD. 8 – TUITION REIMBURSEMENT. Support personnel on Professional Improvement Leave shall not be eligible for tuition reimbursement by the District.

SUBD. 9 – INCOME CEILING. Receipt of a scholarship, fellowship, or other grant is acceptable. However, if the combined income from any form of financial aid and the Professional Improvement salary would exceed the salary for which the employee normally would be eligible, the Professional Improvement salary will be reduced proportionately. An affidavit identifying the amount of any financial aid received must be filed with the Superintendent.

SUBD. 10 – INTERRUPTION OF STUDY PERIOD. If the approved study is interrupted or cancelled without fault of the employee, all payments and benefits under this section will cease and the employee shall return to work for the District as soon thereafter as possible. If the employee causes the approved study to be interrupted or cancelled, all payments and benefits under this section will cease. The employee shall

return to work for the District as soon thereafter as possible and the Superintendent may require the employee to reimburse the District for payments and benefits received under this section.

ARTICLE IX
SALARY

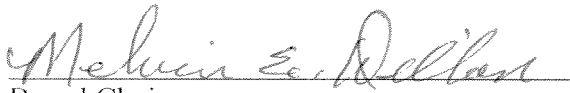
SECTION 1. You shall be paid an annual salary exclusive of fringe benefits as indicated in Article II, Section 1, Item A, in twenty-four (24) equal installments during the period of this contract, and you shall perform the services prescribed by the District whether or not such services are specifically described in this contract.


ARTICLE X
MISCELLANEOUS

SECTION 1. This contract shall be effective only upon the signatures of the officers of the School Board after authorization for such signatures were taken by the School Board in appropriate action recorded in its minutes.

In witness thereof, the School Board has executed this agreement effective the 12th day of April, 2010.

Independent School District #31
Bemidji, Minnesota


Board Chair


Board Clerk