

**MASTER AGREEMENT FOR AD/COMMUNITY ED DIRECTOR
WITH THE WALKER-HACKENSACK-AKELEY SCHOOL DISTRICT**

**ARTICLE I
PURPOSE**

This Master Agreement is entered into between Independent School District No.113, Walker-Hackensack-Akeley Public Schools, Minnesota, hereinafter referred to as the School District, and Jeremy Digiovanni, hereinafter referred to as the AD/Community Ed Director, who agrees to perform the duties of the AD/Community Ed Director of the School District.

**ARTICLE 11
DURATION, EXPIRATION, TERMINATION
DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY**

Section 1. Duration: This Master Agreement is for a term of two years commencing on July 1, 2026 and ending on June 30, 2028. It shall remain in full force and effect unless modified by mutual consent of the School Board and the AD/Community Ed Director or unless terminated as allowed for at-will employees under current statute.

Section 2. Expiration: This Master Agreement shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the AD/Community Ed Director shall cease, unless a subsequent Master Agreement is entered into by the parties. In the event the parties fail to enter into a subsequent Master Agreement, the AD/Community Ed Director's employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Master Agreement with the AD/Community Ed Director or until the School Board provides sixty (60) calendar days of written notice of the termination of the AD/Community Ed Director's employment.

Section 3. Mutual Consent: This Master Agreement may be terminated at any time by mutual consent of the School Board and the AD/Community Ed Director.

Section 4. Contingency: If this Master Agreement is a subsequent Master Agreement entered into prior to the completion of an existing Master Agreement, this subsequent Master Agreement is contingent upon the AD/Community Ed Director completing the terms of the existing Master Agreement.

**ARTICLE III
DUTIES**

The AD/Community Ed Director shall serve under the direction of the Superintendent. The AD/Community Ed Director shall perform all duties incident to the position of AD/Community Ed Director and such other duties as may be prescribed by the Superintendent and School Board from time to time. The AD/Community Ed Director shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District. The AD/Community Ed Director shall attend School Board and other meetings as directed by the Superintendent.

**ARTICLE IV
DUTY YEAR AND LEAVES OF ABSENCE**

Section I. Basic Work Year: The AD/Community Ed Director's duty year shall be for 225 days of the Master Agreement year, and the AD/Community Ed Director shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The AD/Community Ed Director shall be on duty during any emergency, natural or unnatural, unless otherwise excused in

accordance with School Board administrative policy.

Section 2. Personal Leave: The AD/Community Ed Director may be granted a leave with pay at the discretion of the School District of no more than two days per year, non-accumulative, the days used not be deducted from sick leave, for the following three reasons:

Court appearances, testimony or child adoptions (does not include jury duty or for wrong doing such as traffic court).

Serious damage to personal property

House closings, settlement of estates.

Personal leave for those three reasons only will not cause loss of the personal leave salary.

Section 3. Sick Leave: The AD/Community Ed Director shall earn 13 days paid sick leave to be made available on July 1st of each Master Agreement year. Earned sick leave may accumulate to a maximum of one hundred twenty (120) days. Accumulated days will be carried forward to the next Master Agreement year and newly earned days will be added to the days carried forward.

Section 4. Workers' Compensation: Pursuant to M.S. Chapter 176, the AD/Community Ed Director injured on the job in the service of the School District and collecting workers' 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.

Section 5. Bereavement Leave: The AD/Community Ed Director shall be granted up to 3 days bereavement leave. The time utilized shall be in an amount to be determined after conferring with the Superintendent. Days utilized will be deducted from the AD/Community Ed Director's sick leave. The Superintendent shall determine the number of days that shall be allowed.

Section 6. Unpaid Leave: Other leaves may be granted by the Superintendent, without pay to the employee, at the absolute discretion of the Superintendent.

Section 7. Jury Service: The AD/Community Ed Director who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Insurance Application: The AD/Community Ed Director on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The AD/Community Ed Director 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. In the event the AD/Community Ed Director is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Master Agreement until sick leave is exhausted. Thereafter, the AD/Community Ed Director must pay the entire premium for any insurance retained.

ARTICLE V INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the AD/Community Ed Director and the AD/Community Ed Director's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan. The School District shall contribute the sum of \$13,500 for the fiscal year ended 06/30/2027 and \$14,200 for the fiscal year ended 06/30/2028. The balance of the premium shall be paid by the AD/Community Ed Director through payroll deduction.

NOTE: In the event this Master Agreement will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Master Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the AD/Community Ed Director's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) {i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

Section 2. Life Insurance: The School District will pay the premium for a \$50,000 life insurance policy.

Section 3. Long-Term Disability Insurance: The School District shall provide, at the District's cost long-term disability insurance for the AD/Community Ed Director under the School District's group long-term disability insurance plan.

Section 4. Eligibility: The eligibility of the AD/Community Ed Director and the AD/Community Ed Director's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VI OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The AD/Community Ed Director is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The District shall contribute annually to the AD/Community Ed Director the sum of \$5,000 in two equal payments for each contract year. One in the December 15th payroll of each year, and one in the June 15th payroll of each year. This amount shall be paid to the AD/Community Ed Director for the purpose of investing in the AD/Community Ed Director's own retirement account, at his/her own discretion.

Section 2. Vehicle: The School District shall compensate the AD/Community Ed Director for business use of his private vehicle at the IRS rate pursuant to M.S. 471.665, Subd. 1.

Section 3. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the AD/Community Ed Director's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The AD/Community Ed Director shall periodically report to the Superintendent relative to all meetings and conferences attended. The AD/Community Ed Director shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

ARTICLE VII SALARY

The AD/Community Ed Director shall be paid an annual salary of \$100,000 for the 2026-2027 Master Agreement year and \$103,000 for the 2027-2028 Master Agreement Year. The salary shall be paid in twenty-four (24) equal installments during the Master Agreement year.

ARTICLE VIII
OTHER PROVISIONS

Section 1. Outside Activities: While the AD/Community Ed Director shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Superintendent, such activities do not impede the AD/Community Ed Director's ability to perform the duties of the AD/Community Ed Director's position. However, the AD/Community Ed Director may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the AD/Community Ed Director arising out of or in connection with his/her employment and the AD/Community Ed Director is acting within the scope of employment or Manager duties, the School District shall defend and indemnify the AD/Community Ed Director to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The AD/Community Ed Director is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The AD/Community Ed Director shall present appropriate statements for approval as provided by law.

ARTICLE IX
SEVERABILITY

The provisions of this Master Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

AD/Community Ed Director

School Board Chair

Date

School Board Clerk

Date