

HOWARD LAKE-WAVERLY-WINSTED SCHOOL DISTRICT #2687
TERMS AND CONDITIONS OF EMPLOYMENT
INTERIM DISTRICT TECHNOLOGY DIRECTOR

The School Board of Independent School District #2687, of the State of Minnesota, Howard Lake, Minnesota ("School District"), enters into this agreement with Travis Eldred ("Employee"), who agrees to serve in the public schools of said School District in the position of Interim District Technology Director according to the following provisions which shall apply and are a part of this agreement ("Agreement"). This Agreement shall replace and supersede any and all other prior employment agreements between the parties.

A. BASIC SERVICES:

Said Employee shall faithfully perform the services prescribed by the School Board or its designated representative, whether or not such services are specifically described in this Agreement, abide by the rules and regulations as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the salary indicated below, and agrees to work in the schools of said School District as assigned.

B. DURATION AND TERMINATION:

This Agreement shall remain in effect for the period of October 27, 2020 ("Effective Date"), through June 30, 2022 ("Expiration Date"), or until such time as a new District Technology Director is hired and commences employment with the School District, whichever occurs earlier. Unless terminated earlier pursuant to this paragraph or Subdivision 1 or 2 of this Section, this Agreement shall automatically expire on the Expiration Date. In the event the parties fail to enter into a subsequent agreement prior to the Expiration Date, by written notice to the Employee, the School District may extend the terms of this Agreement on a month-to-month basis until the parties either enter into a subsequent agreement or until the School District provides the Employee with (10) days written notice of termination of the Agreement. Upon expiration or termination, neither party will have any further claims against the other.

Subd. 1. Termination of Employment:

The Employee is an at-will employee and the School District may terminate this Agreement and the Employee's employment as it sees fit by providing the Employee with notice of termination. The School District is not required to show cause for termination of the Agreement and the Employee's employment. After the effective date of any termination, the Employee is not entitled to receive any form of unearned pay, severance, unused personal or sick leave, payment of any insurance premium, or any other employer-paid benefit, except as set forth in Subdivision 2 and Section L.

Subd. 2. Resignation:

The Employee may terminate this Agreement and his employment with the School District by providing the School Board Chair with written notice of resignation no less than fourteen (14) calendar days in advance of the effective date of the resignation. In this event that such notice is given, the Employee must continue to perform his job duties diligently, in good faith, and to the best of his ability until the effective date of the resignation. The Employee must also act in good faith to facilitate the transfer of job duties to the new employee. After the effective date of any resignation, the Employee is not entitled to receive any form of unearned pay, severance, sick leave, payment of any insurance premium or any other employer paid benefit, except the Employee shall be paid any accrued and unused paid personal leave. The Employee, with the permission of the Superintendent, may be allowed to use accrued and unused paid personal leave following the notice of resignation and date of termination. In the event that the Employee gives less than a fourteen (14) calendar day notice, the Employee will be considered to have left employment "not in good standing," shall not be eligible for reemployment by the School District, and shall not be entitled to any severance, paid accrued personal leave or other payments the School District provides upon separation, whether expressly contained in this Agreement or otherwise provided.

C. BASIC WORK YEAR:

The Agreement shall be for 220 days a year, from July 1 to June 30 ("Basic Work Year"), 8 hours per day. For 2020-21, prorated based on regular work year (168 days). The Employee's specific hours shall be designated and or given prior approval by the Superintendent. The Employee shall perform services on those legal holidays or other days on which the School District is authorized to conduct school if directed by the School Board or Superintendent.

D. POLICIES AND/OR FRINGE BENEFITS:

The contract applies to a full time employee. Premiums over the School District contribution will be paid by employee deductions.

E. HEALTH INSURANCE BENEFITS:

Subd 1: The Employee will be allocated \$13,650 per year for use in purchasing health insurance. Said allocation will commence on July 1 of each year and will be made to the Employee's account at the beginning of each month during which the Employee is entitled to full salary from the School District.

Subd. 2: If the Employee elects to purchase health insurance under section 1 which results in monthly premium changes greater than the amount allocated to the Employee's account pursuant to subd. 1 above; and cost in excess of the Employee's monthly allocation shall be borne by employee and paid by payroll deduction. The monthly deduction shall be annualized and divided evenly over the pay periods in the contract year

Subd. 3: The School District and the Employee may re-open this agreement upon mutual consent in the event that unanticipated changes in health insurance regulations substantially increase, alter, or impair the financial obligations of the School District.

Subd. 4: If an employee elects not to purchase insurance under section 1, the employee will receive an additional salary amount of \$11,708.

F. DENTAL INSURANCE:

2020-22

\$350 yearly contribution by School District

G. REIMBURSEMENT:

For authorized travel, mileage will be reimbursed at the Federal Rate/mile. The Employee will submit a mileage report to the business manager.

H. FLEXIBLE BENEFIT PLAN:

125 Plan - Flexible Benefit Plan allows the Employee to save tax dollars and increase take-home pay for work in excess of a minimum of thirty hours per week. This is a voluntary plan, which allows the Employee to determine the amount to be withheld from the Employee's paycheck to pay insurance premiums, medical and dependent care expenses. The money withheld and used to pay the above mentioned expenses is 100 percent deductible, plus a reduction in FICA taxes. Sign up is at the beginning of the plan year (plan year is July 1 through June 30). There are brochures available at the payroll office detailing School District plan

Wellness Benefit

Buy back of up to 5 sick days to be used toward Flexible Spending, HSA, and Veba accounts.

I. LIFE INSURANCE:

The School District will pay in full the premium for a \$100,000 one-year term life insurance policy.

J. LONG TERM DISABILITY INSURANCE:

The School District will make available a Long Term Disability Insurance Policy at the Employee's cost by payroll deduction.

A Long Term Disability Coverage (LTD) policy with a standard 90 calendar day waiting period covering (66 2/3%) of the Employee's regular salary, (not including extra curricular or other payments). The (66 2/3%) of the Employee's salary amount will be paid each month upon a qualifying disability. Maximum amount paid each month will be determined as per School District LTD policy guidelines.

K. LEAVES AND ABSENCES:

Sick, Personal, and Emergency Leave: Sick leave shall be earned at the rate of 15 days per year, accumulative to a total of 115 days. Five (5) personal leave days shall be allowed for the employee; unused personal leave days may accumulate up to a maximum of fifteen (15) days and any days earned above and beyond 15, will be converted into sick days. Five (5) days sick leave for each serious illness or death in the employee's immediate family is allowed, such days to be deducted from sick leave. One (1) day bereavement for non-family annually.

- Sick leave may be used when the Employee is unable to perform the duties of his position or attend work due to his own illness, injury or disability. Sick leave also may be used for any purpose permitted by applicable law, including, but not limited to, Minnesota Statutes, section 181.8143, as amended. Leave pursuant to this paragraph shall accrue on a monthly basis. Leave earned pursuant to this Section shall be prorated in accordance with the number of contracted days worked by the Employee during the Basic Work Year.

Prior Accrued Leave: To the extent the Employee was employed by the School District in a different capacity prior to commencing employment in the position of District Technology Director, the Employee will retain any accrued leave benefits up to the maximums set forth in this Section.

L. SICK LEAVE/HRA CONTRIBUTION:

The School District will convert sick leave days to cash at a rate of \$100 per day and pursuant to the following conditions. The School District will use the sick leave balance as of the end of the school year (June 30, 2021) and the new balance will reflect a reduction based on the number of sick days that have been converted to cash for the Employee. The payment will be made to a District approved Health Reimbursement. The payment will be made within 60 days after the end of the school year. Sick leave shall not be payable to the Employee if the Employee is terminated or resigns pursuant to Section B, Subdivisions 1 or 2. This plan will be subject to state and federal laws, rules, and regulations.

Accumulated Sick Leave	Amount
35-54 days accumulated sick leave	1 day (\$100)
Over 55-74 days accumulated sick leave	2 days (\$200)
Over 75-94 days accumulated sick leave	3 days (\$300)
Over 95-115 days accumulated sick leave	4 days (\$400)

@ \$100 per day

M. ANNUITY MATCH BENEFIT:

Miscellaneous Payroll Deductions are permitted for Savings Bonds (Policy GDBG) and Tax Sheltered Annuities (Policy GDBH).

The School District will provide an annuity match benefit as described in this article to all qualified employees each year.

Eligible employees must elect to participate in the annuity match program during the enrollment period, each fiscal year (within the first 30 days of the school year or 30 days of hire date). Participation will continue at the same rate until the payroll office is notified of any change.

The following describes the details of payment:

Annuity	<u>2020-21</u> \$1100 yearly contribution by the School District
	<u>2021-22</u> \$1200 yearly contribution by the School District

The following are the conditions of the Annuity Match Benefit:

Matching Agreement – The School District will match employee contribution(s) up to the maximum amount listed in Annuity Match Benefit section. If the Employee does not have the maximum amount in an annuity for a given year, the School District will match to the amount contributed by the Employee. The match will be equivalent to the Employee contribution per payroll up to the Employer max.

Participants must have an annuity in place from the Minnesota State Board of Investment approved listing.

The School District will not be held responsible for the performance of any annuity company.

N. SALARY:

The Employee shall be paid a pro-rata salary of \$61,092 during the 2020-2021 school year and a salary of \$81,520 during the 2021-22 school year. The Employee's salary shall be paid in equal installments pursuant to the School District's bimonthly payroll. If the Employee is terminated or resigns prior to the Expiration Date of this Agreement, the School District shall only be responsible for pay and benefits earned from the Effective Date to the last date of active employment ("Termination Date"), but shall not be obligated to pay the Employee an amount of money or benefits unearned as of the Termination Date.

Longevity pay will be provided, per year, for employee as follows:

<u>2020-21</u>	<u>2021-22</u>
\$2,000	\$2,000

O. OTHER SCHOOL DISTRICT PAID BENEFITS:

PERA, Employer's FICA, Worker's Compensation, and Liability Insurance: The School District shall pay the employer's costs for these programs according to rates established by state and federal agencies.

P. CHOICE OF LAW AND SEVERABILITY:

This Agreement shall be governed by the laws of the State of Minnesota, regardless of whether any change occurs in the Employee's domicile, or status as a resident of the State of Minnesota. If a court of law determines that any part of this Agreement is void, voidable, violates any law, or is otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

Q. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties relating to the School District' employment of the Employee. Neither party has relied upon any statements or promises that are not set forth in this Agreement. This Agreement supersedes any and all prior agreements between the parties. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS THEREOF, in behalf of the School District, we have subscribed our signatures this 26 day of October, 2020

Independent School District #2687

Chair: Michelle Hemen

Clerk: Wayne Steis

Employee: Tr [Signature]