

HOWARD LAKE-WAVERLY-WINSTED SCHOOL DISTRICT #2687
TERMS AND CONDITIONS OF EMPLOYMENT
SCHOOL DISTRICT DIRECTOR OF **COMMUNITY EDUCATION**

The School Board of Independent School District #2687, of the State of Minnesota, Howard Lake, Minnesota (“School District”), enters into this agreement with **Rachel Bender** (“Employee”), who agrees to serve in the public schools of said School District in the position of School District Director of **Community Education** 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 July 1, **2024** (“Effective Date”), through June 30, **2026** (“Expiration Date”). 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.

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/vacation 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.

Subd. 3. Probationary Period: Any employee under the provisions of this agreement shall serve a probationary period of ninety (90) calendar days of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period the employee shall have no recourse, insofar as suspension, discharge, or other discipline is concerned.

C. BASIC WORK YEAR: The Agreement shall be for 260 days a year, from July 1 to June 30 (“Basic Work Year”), 8 hours per day. 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. INSURANCE BENEFITS: Premiums over the School District contribution will be paid by employee deduction or completely by the employee as applicable.

1. Health Insurance:

Subd 1: The Employee will be allocated ~~\$14,000~~ **\$14,700 beginning January 2025 and 2026** 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 reopen 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 **\$12,328 for 2024-25 and \$12,548 for 2025-26.**

2. Dental Insurance:

2024-26 Beginning January 1, 2025/2026, the district contribution will be \$450 yearly.

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

4. 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

5. Wellness Buyback: The employee may buy back up to 5 sick days to be used toward Flexible Spending, HSA, and Veba accounts. Requests for the wellness buyback must be submitted in writing to payroll by the end of the contract year (June 30). Days are converted at the daily rate of pay.

6. Life Insurance: The School District will pay in full the premium for a \$200,000 one-year term life insurance policy. Any additional life insurance beyond the School District coverage, shall be paid for by the employee.

7. 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.

8. General Liability: The District shall provide a general liability insurance policy that will cover errors and omissions.

E. LEAVES AND ABSENCES:

1. Sick Leave: Sick leave shall be earned at the rate of 15 days per year, accumulative to a total of 115 days. 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.

2. Bereavement Leave: 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.

Upon approval by the Superintendent, five (5) additional days of bereavement may be used, from the employee's accumulated sick leave.

3. 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 Director, the Employee will retain any accrued leave benefits up to the maximums set forth in this Section.

4. Personal Leave: A Director who is contracted to work less than 260 days per year shall be granted 7 personal days per year. Personal days may be carried over to a maximum of 15. Any days beyond the 15 may be either converted to sick time or paid out at a rate of \$125 per day. Written requests for personal time pay are due to payroll by June 1st of each year or at the time of termination of employment. If said requests are not submitted by the deadline, personal time will be accumulated up to the allowable carry over; anything over the maximum carry over will be converted to sick leave.

OR

Vacation Days: A Director who is contracted to work 260 days per year shall be granted vacation days based on their years of service in the District as follows:

0-19 years = 20 days

20+ = 25 days

Unused vacation must be taken within six (6) months after the end of the contract year in which it is earned. The employee may buy back up to 12 vacation days per year at his/her daily rate of pay. The employee must submit a request for vacation day reimbursement.

5. Paid Holidays: A Director who is contracted to work 260 days per year shall be granted 13 paid holidays per year:

New Year's Eve Day

Labor Day

New Year's Day

Thanksgiving Day

Martin Luther King/Presidents Day (Whichever is observed by District)

Good Friday

Friday after Thanksgiving

Memorial Day

Christmas Eve Day

Juneteenth

Christmas Day

Independence Day

July 3 or 5 (determined each year depending on day of week)

F. SICK LEAVE/HRA & 403b CONTRIBUTION: The School District will convert sick leave days to HRA or 403b dollars at a rate of \$125 per day with the following conditions:

The School District will use the sick leave balance as of the end of each school year and the new balance will reflect a reduction based on the number of sick days that have been converted to HRA or 403b dollars for the employee. The payment will be made to a School District approved Health Reimbursement Arrangement (HRA) or the employee's 403b account and in compliance with all IRS codes. The employee must indicate in writing by June 1 of each school

year, his/her intent to have the funds placed in his/her 403b account. If written notice is not made by June 1, the funds will default to the HRA.

The payment will be made within 60 days after the end of the school year on the following basis:

Accumulated Sick Leave	Amount
35-54 days accumulated sick leave	1 day (\$125)
Over 55-74 days accumulated sick leave	2 days (\$250)
Over 75-94 days accumulated sick leave	3 days (\$375)
Over 95-115 days accumulated sick leave	4 days (\$500)

@ \$125 per day

G. 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	2022-24	\$2,000 yearly contribution by the School District
<u>Annuity</u>	<u>2024-26</u>	yearly contribution by the School District
0-4 years	\$2,000	
5-9 years	\$2,250	
10-14 years	\$2,500	
15-19 years	\$2,750	
20+ years	\$3,000	

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 the 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.

H. SALARY: The Employee shall be paid a salary of \$88,303 during the 2024-25 & \$90,952 during the 2025-26 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 the employee after five (5) years of service in the School District (years to include any previous service to the School District prior to becoming a Director), as follows:

2024-26

\$2,000

I. OTHER SCHOOL DISTRICT PAID BENEFITS: PERA/TRA, 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.

The School District shall also contribute to other paid benefits as outlined in APPENDIX A of this agreement.

J. JOB-EMBEDDED REQUIREMENTS FOR LICENSURE AND CERTIFICATIONS: In order to be employed and retain employment, the Director must attain and retain the appropriate licenses and/or certifications outlined in APPENDIX B of this agreement. If a Director's license or certifications expire and are not renewed within 90 days of expiration, the School District retains the right to terminate the Director's employment immediately.

K. 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.

L. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties relating to the School District's 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 _____ day of _____, 20__.

Independent School District #2687

Chair _____

Employee _____

Clerk _____

APPENDIX A: OTHER SCHOOL DISTRICT PAID BENEFITS

1. Uniform Allowance:

District Director of Food Services; District Director of Buildings & Grounds

The School District shall reimburse the Director for up to \$500 for the purchase of uniforms per work year. The uniform shall be the official dress while on duty. A shirt with sleeves, collar, and district identification (HLWW Public Schools), is required. Pants may be jeans or appropriate work pants. Shorts may not be purchased for district reimbursement, but may be worn during summer work at the approval of the building administrator. Shorts may not be worn when the District Director is doing work, which would require the legs to be protected. The employee will be responsible for the upkeep of the uniforms. Uniforms can be purchased and reimbursed at any time during the contract year. In addition, shoes, boots, or jackets as part of the uniform allowance.

2. Cell Phone Allowance:

All District Directors

Directors are required to have a cell phone for business purposes. The School District shall reimburse the Director for the use of a personal cell phone at a rate of \$25 per month, or the Director may request that the School District provide them with a cell phone at the School District's expense.

3. State Conventions:

All District Directors

All District Directors shall have the opportunity to attend a state convention or conference at the School District's expense, one time per year. The School District shall reimburse the District Director for registration fees, conference costs, lodging, luncheons, banquets, and mileage fees for the state convention or conference. The number of days and dates for attendance at those conventions or conferences is to be determined in consultation with the Superintendent.

4. National Conventions:

District Director of Activities (2025-26), District Director of Technology (2026-27), District Director of Buildings and Grounds (2024-25)

District Directors shall have the opportunity to attend a national convention or conference at the School District's expense, one time every three (3) years. The School District shall reimburse the District Director for registration fees, conference costs, lodging, luncheons, banquets, and mileage fees for the state convention or conference, up to an amount not to exceed \$2,500. The number of days and dates for attendance at those conventions or conferences is to be determined in consultation with the Superintendent.

- Director of Food Service and Director of Community Education shall be allowed to attend a national conference one time every three (3) years as their department budget allows, in coordination with the Superintendent.

5. Meetings:

All District Directors

The School District shall pay all expenses of meetings the director is to attend, with the approval of the Superintendent.

6. Professional Organizational Dues:

All District Directors

The School District shall annually pay 100% of the dues required to be a member of one state and one national professional organization. If no such national organization exists, the District Director may substitute a 2nd state organization. All organizational memberships must be approved by the Superintendent.

District Director of Activities; District Director of Community Education

The School District shall reimburse each director for their MNBOSA annual fee on a yearly basis. The District Director must show proof that he or she has paid it in order to receive reimbursement.

7. Service Contracts for Other Entities:

District Director of Food Services

The School District shall pay an annual \$2,000 stipend to the Director for each of these sites - MAWSECO, St. James, Holy Trinity. In the event that services to any of the listed entities ends, the stipend for said entity shall not be paid.

District Director of Technology

The School District shall pay an annual \$6,000 stipend to the Director for technology services at MAWSECO. In the event that services for MAWSECO end, the stipend shall not be paid.

8. Extra Event Pay:

District Director of Activities

~~The School District shall pay an annual \$4,000 stipend to the Director for supervision of 75% of the events (evening/weekend) under his/her direction.~~

The School District shall pay \$100 per event supervision stipend. Qualifying events will be determined by the Superintendent and Activities Director.

9. Certifications:

District Director of Buildings & Grounds

The School District shall pay stipends to the Director of \$550 per year for Boiler's License (2nd Class), \$350 per year for Refrigeration License, and \$250 per year for Maintenance Electrician's License.

APPENDIX B: JOB-EMBEDDED REQUIREMENTS FOR LICENSURE AND CERTIFICATIONS

1. Licensure:

District Director of Food Services - Food Manager Certification; School Nutrition Association Certification

District Director of Buildings & Grounds - Boiler's License (minimum of 2nd Class), Refrigeration License, Maintenance Electrician's License

District Director of Activities - MN Teaching License; K-12 Principal License

District Director of Community Education - MN Community Education Director's License

2. Certifications:

District Director of Activities; District Director of Community Education - Minnesota Board of School Administrators (MNBOSA)

3. Other:

All District Directors

Safety: All regulations and laws of the State of Minnesota, the Federal Government, and OSHA governing the safety of employees and building occupants shall be complied with by the District Director and those under his/her direction.