

LAKER CARE ~~COORDINATOR - INCLUSION SPECIALIST~~ - CONTRACT
HOWARD LAKE-WAVERLY-WINSTED PUBLIC SCHOOL DISTRICT #2687

The School Board of Independent School District #2687, of the State of Minnesota, Howard Lake, Minnesota, enters into the agreement with employees who agree to serve in the public schools of said district in the position of ~~Inclusion Specialist~~ **Coordinator** for the Laker Care Program according to the following provisions which shall apply and are a part of this administrative contract.

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 contract, 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 district as assigned.

B. Duties: Employee is responsible for all duties assigned by the Community Education Director or his/her designee or as they pertain to the job description for his/her job title.

C. 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 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.

D. Terms of Contract: Contract shall be for 8 hours per day and the following number of days for said assignment: Inclusion Specialist - 260 days

E. Policies and/or Fringe Benefits: Full time employee, according to position performed by employee. Premiums over the district contribution will be paid by employee deductions.

1. Paid Holidays: 12 days

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

When a recognized holiday falls on a Saturday, the employees shall receive the Friday preceding the holiday off. When a recognized holiday falls on a Sunday, the employees shall receive the Monday after the holiday off. If school is in session on Friday or Monday, a floating holiday shall be granted in lieu of the holiday, within six months, at the discretion of the superintendent. Holiday pay will be received/paid when the holiday falls within your contracted days. If needed to work on a holiday, the employee will be granted a floating holiday that can be taken under the direction of the Community Education Director.

2. Vacation Allowance: All twelve-month employees will be granted a vacation period on the following basis:

0-3 years - 6 days per year	1 - 3 years - 12 days per year
4-8 years - 8 days per year	4 - 10 years - 15 days per year
9-15 years - 10 days	11 - 19 years - 20 days per year
16 years+ - 15 days	20+ years - 25 days per year

Unused vacation must be taken within six (6) months after the end of the contract year in which it is earned. After 6 months, unused vacation days are lost.

In the event programming is closed due to low numbers, weather or other emergencies, the coordinator is able to decide whether or not to use vacation time, take unpaid time or work the time.

3. District Health Insurance Contribution:

22-23 Single	\$6,707
22-23 Family	\$11,237
<u>23-24</u> Single	<u>\$8,270</u>
<u>23-24</u> Family	<u>\$13,352</u>

4. Dental Insurance:

22-24-22	\$350.00
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5. 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 District LTD policy guidelines. Furthermore, any employee with a qualified disability may at his/her option choose to either:

Receive disability payments commencing on the 91st calendar day following the qualified disability, or

Use up any amount of accumulated sick leave before commencing the referenced disability plan as long as that sick leave would extend to at least 90 calendar days.

6. Flexible Benefit Plan: 125 Plan - Flexible Benefit Plan allows you to save tax dollars and increase your take-home pay if you work a minimum of thirty hours per week. This is a voluntary plan, which allows the employee to determine the amount to be withheld from your paycheck to pay insurance premiums, medical and dependent care expenses. The money you withhold and use to pay your 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 these facts.

7. Wellness Benefit: The employee may buy back up to 5 sick days to be used toward Flexible Spending, RSA, 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.

8. Life Insurance: The School District will pay in full the premium for a \$40,000 one-year term life insurance policy for the employee.

9. Leaves and Absences:

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.

Bereavement Leave: Five (5) days sick leave for each death in the immediate family is allowed, such days to be deducted from sick leave. A maximum of five (5) days of accumulated sick leave can be used when there is a death of a member of the employee's immediate family. Immediate family shall include the employee's spouse, child, parent, brother, sister, "son-in-law", "daughter in-law", or other relative in the same household as the employee. A maximum of three (3) days of accumulated sick leave can be used when there is a death of any other person as defined below. This includes grandparents, in-laws (father, mother, brother, sister), grandchildren, and persons under an employee's care. A maximum of (1) one day of accumulated sick leave can be used when there is a death of any other unspecified person. Upon approval by the Superintendent, five (5) additional days of bereavement may be used, from the employee's accumulated sick leave.

10. Sick Leave/HRA Contribution: The School District will convert sick leave days to HRA dollars at a rate of \$125 per day and 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 dollars for the employee. The payment will be made to a District approved Health Reimbursement Arrangement and in compliance with all IRS codes. 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 (\$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

This plan will be subject to state and federal laws, rules, and regulations.

11. Annuity Match Benefit: Miscellaneous Payroll Deductions are permitted for Savings Bonds (Policy GDBG) and Tax Sheltered Annuities (Policy GDBH).

The 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 chart describes the details of payment.

Annuity 22-24	
Yrs of Service	Employer Max
1-5	\$ 600
6-10	880
11-15	1080
16+	1160

The following are the conditions of the Annuity Match Benefit. The Annuity Match dollar amount will be prorated per FTE based on:

Matching Agreement - The District will match employee contribution(s) up to the maximum amount listed in the Annuity Match Benefit chart. If an employee does not have the maximum amount in an annuity for a given year, the District will match to the amount contributed by the employee. The match will be equivalent to 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.

F. Hourly Wage/Longevity: In consideration thereof, the School Board of ISD #2687, Howard Lake-Waverly-Winsted Public Schools, to be placed on Step 4:

~~2022-23~~

~~Step 1 - \$20.96 Step 2 - \$21.49 Step 3 - \$22.02 Step 4 - \$22.55 Step 5 - \$23.08 Step 6 - \$23.61 Step 7 - \$24.14 Step 8 - \$24.68 Step 9 - \$25.21 Step 10 - \$25.74~~

~~2023-24~~

~~Step 1 - \$21.38 Step 2 - \$21.92 Step 3 - \$22.46 Step 4 - \$23.00 Step 5 - \$23.54 Step 6 - \$24.08 Step 7 - \$24.62 Step 8 - \$25.17 Step 9 - \$25.71 Step 10 - \$26.25~~

Step (24-25)	Coordinator Scale (current)	+5%
1	21.38	22.45
2	21.92	23.02
3	22.46	23.58
4	23.00	24.15
5	23.54	24.72
6	24.08	25.28
7	24.62	25.85
8	25.17	26.43
9	25.71	27.00
10	26.25	27.56

Step (25-26)	Coordinator Scale	+0%
1	22.45	22.45
2	23.02	23.02
3	23.58	23.58
4	24.15	24.15
5	24.72	24.72
6	25.28	25.28
7	25.85	25.85
8	26.43	26.43
9	27.00	27.00
10	27.56	27.56

G. Other District Paid: PERA, Employer's FICA, Workman's Comp. and Liability: The School District shall pay the employer's costs for these programs according to rates established by state and federal agencies.

H. School Delays, Early Releases & Closures: If the Laker Care Program is open, during a late start due to weather or scheduled, it is expected the Inclusion Specialist will start at their normal shift time or the employee may need to start earlier to make sure the program staffing is covered.

If the program closes early due to weather, it is expected the staff member is on site until the last youth is picked up. If the program is closed due to weather, the Community Education Director and the Inclusion Specialist will agree on the work which could be done at home to make up the work time, so the employee will not lose pay for that day. If the employee does not want to make up work, they will be able to put in for a vacation day.

I. 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.

J. 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 _____, 2024.

Independent School District #2687

(Chairperson)

(Clerk)

(Employee)