



Memorandum of Understanding
Between
Independent School District #51 (hereinafter referred to as "District")
AND
Darwin Fleck, Director of Buildings and Grounds

WHEREAS the District and Darwin Fleck agree to modifications regarding the severance provision contained in the Director of Buildings and Grounds current employment agreement.

WHEREAS Darwin Fleck is employed under the contract dated beginning July 1, 2023 through June 30, 2025, which outlines the terms and conditions of employment, including severance provisions. Both parties wish to amend the severance language to reflect changes that better align with the needs and mutual understanding of the Director and the District.

NOW THEREFORE, be it resolved that the parties agree to the following:

1. The following language will be amended:

District contributions will be made into the District sponsored retiree Health Reimbursement Arrangement, (HRA) or an employer sponsored Tax Sheltered Annuity (TSA) on behalf of the eligible employee. Reimbursements will be limited to Premium Only in accordance with IRS non-discrimination rules.

2. The District will contribute the following:
 - a. A District sponsored 403B Plan TSA and/or
 - b. MidAmerica HRA

Except as specifically modified in this MOU, all other terms and conditions of the Director's existing employment agreement shall remain in full force and effect.

This MOU shall not be construed to establish a precedent or practice for future employment agreements of other employees of the District.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the District:

Employee:

Dated:

Dated:
