



TERMS AND CONDITIONS OF EMPLOYMENT

Aquatics Supervisor

2024-2026~~19-2021~~ Individual Agreement

Approved by the Board on _____

1. **Terms of Agreement:** Catherine Taylor (Aquatics Supervisor) shall be employed to faithfully perform the services of the Community Education Aquatics as described in the Aquatics Supervisor position description and otherwise instructed by the Community Education Director and the Youth and Adult Services Manager.
 - A. The District retains the Aquatics Supervisor for a period of time beginning ~~July 1, 2024~~~~December 30, 2019~~ through June 30, 202~~6~~~~1~~. This agreement is for ~~.70~~~~-.625~~ FTE (approximately ~~28-25~~ hours per week for 52 weeks per year) of employment to be determined by the Director of Community Education. This Agreement shall be renewed automatically for succeeding periods of one calendar year from July 1 until June 30 (renewal term) each on the same terms and conditions as contained herein, unless, either the Aquatics Supervisor or the Community Education Director, at least sixty (60) days prior to the expiration of the original term or any renewal term, gives written notice of intention not to renew this Agreement.
 - B. Notwithstanding the Term of the Agreement set forth in this Section 2, or the provisions governing termination of this agreement set forth in Section 12 herein, the Aquatics Supervisor understands and recognizes that if at any time the funding that supports the Aquatics program are insufficient to support the position of Aquatics Supervisor, at the discretion of the Director of Community Education, this Agreement and the position of Aquatics Supervisor may be terminated immediately.
2. **Salary:** In consideration thereof, the ~~Executive Committee~~~~District~~ agrees to pay ~~said Executive Director~~~~the Aquatics Supervisor~~ the following annual salary:

	<u>Annual 1.0 FTE</u>	<u>Annual .70625 FTE</u>
12/30/2019 <u>7/1/2024</u>	\$47,840 <u>49,526</u>	\$29,900 <u>34,668</u>
7/1/2020 <u>2025</u>	\$48,555 <u>50,517</u>	\$30,349 <u>35,362</u>

3. **Benefit Provisions**
 - A. **Benefit Eligibility:** For the purpose of Benefits under this contract, the Aquatics Supervisor shall be considered full time (1.0 FTE) for the purpose of benefits eligibility. Employees, who are employed less than .50 FTE shall not be eligible for participation in the District's benefit program.
 - B. **School District Health Insurance Program:** Effective January 1, 202~~40~~, for this individual contract the District will contribute ~~for employee or employee plus 1 coverage the amount equal to the Professional Employee Group District Contributions~~~~\$500 per month~~ toward the health insurance premium cost for employee coverage.
 - C. **VEBA Contribution:** For eligible employees who select the Plan B VEBA \$1,000 Deductible Health Insurance Plan, the District will ~~deposit \$350 in January 2020 and then~~ \$700 annually into an employee owned Health Reimbursement Account (HRA) for 202~~40-26-21~~ as long as the Aquatics Supervisor remains actively employed during the 202~~40-26-21~~ plan years. The District will deposit that amount ~~by September 1 at the beginning of each the plan year.~~ for July 2020.
 - D. **Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School District.
 - E. **Dental Insurance:** The District shall pay up to \$~~552~~/mo. for employee coverage or \$~~11095~~/mo. for family coverage under the school district's group dental plan for full-time employees.
 - F. **Life Insurance:** The District shall provide coverage in an amount equal to \$50,000 of coverage. The employee will have the option to purchase additional life insurance in increments of \$10,000. The minimum purchase must be \$10,000 and the maximum, amount the employee may purchase is \$300,000. The employee shall bear the entire cost of the supplemental life insurance.
 - G. **Long-term Disability Insurance:** The District shall pay the premium for a plan which provides a maximum monthly income benefit of 2/3 of the basic contract salary, according to the District Disability plan.

4. **Personal Leave:** Leave may be granted of not more than four (4) days per year. Events, which qualify for use of this leave allowance, are those extraordinary situations that arise requiring attention which cannot be attended to outside of work hours and which is not covered under other policies.

Requests for such leave must be made to the appropriate supervisor, in advance, except in cases of extreme emergency. If an emergency makes it impossible to submit a written request in advance, an oral request shall be submitted and then confirmed in writing immediately upon the return of the employee. The request shall state the reason for the proposed leave. The appropriate supervisor reserves the right to refuse to grant such leave.

In case of extreme emergency with approval of the Human Resource Director, the appropriate supervisor may grant additional leave with pay.

5. **General Leave of Absence:** A general leave of absence may be granted at the discretion of the school district.
6. **Holidays:** An employee is eligible for paid time off on the following holidays, if those holidays fall within the employee's regular work year calendar: Independence Day (July 4), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before or after Christmas Day, New Year's Day, the day before or after New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Good Friday, ~~and~~ Memorial Day and Juneteenth (June 19).

The School District reserves the right, if school is in session to cancel any of the above holidays and establish another holiday in lieu thereof. Any scheduled holiday which falls within an employee's vacation period shall not be counted as a vacation day.

7. **Hold Harmless Clause:** The School District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify the Supervisor/ Manager from any and all demands, claims, suits, actions and legal proceedings brought against the employee in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the employee was acting within the scope of his/her employment and acting in good faith.
8. **Other Provisions:**
 - A. **Work Days:** Distribution of workdays is flexible and subject to approval by the appropriate supervisor.
 - B. **Work Year:** The standard work year is fifty-two (52) weeks. Work years of less than 52 weeks can be created to fit the needs of the District.
 - C. **Mileage Reimbursement:** For employees required to use a vehicle for district business will receive mileage reimbursement based in District Policy and IRS guidelines.
 - D. **Method of Payment:** Employee shall be paid in twenty-four (24) payments, such paydays to be on the 15th and the last day of each month. In the event that the paydays fall on the weekend or holiday, the payday shall be the preceding workday. The District may choose to move payroll to paying every other Friday, instead of the 15th and last day of each month. In the event the District plans to move pay dates, it will give the employee not less than six (6) months of notice on the plan for implementing the change.
 - E. **Deduction:** In the event of an absence without leave and a pay deduction is to be made for such absence, the amount of the deduction for each day's absence shall be equal to the employee's daily rate of pay. It the employee leaves employment with the district and has used more vacation or sick leave than earned, or the employee has a debt, such as a school lunch debt, the amount owed will be deducted from the final paycheck.

9. **Duration:** This Agreement shall remain in full force and effect for a period commencing on ~~December 30~~July 1, 2024~~19~~ through June 30, 2026~~1~~, and thereafter as provided by P.E.L.R.A.

A. Complete Agreement: This Agreement constitutes the full and complete Agreement between the School District and Professional Employee Group. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

10. **Termination:** In addition to the expiration to the term specified in Section 2 herein.

Subdivision 1: This Agreement will terminate:

- A. Immediately if the employee dies.
- B. At the option of the District, upon breach of any provision in the Agreement by the employee.
- C. Immediately, upon notice from the District, if any one of the following occurs as determined in the sole discretion of the Superintendent or designee:
 1. The employee 's dishonesty or theft of District property;
 2. The employee 's gross negligence or inefficiency in the execution of the Aquatic Supervisor's duties;
 3. The employee's material violation of the District or Community Education rules, regulations, instructions or policies;
 4. The Aquatics Program is dissolved, liquidated, merged, consolidated, adjudicated bankrupt, or substantially all of its assets are sold; or
 5. The employee's conviction of a crime or other acts which would materially damage the reputation of the Community Education Department or Aquatics Program.

Subdivision 2: Upon termination of this Agreement for any reason, the Aquatics Supervisor shall immediately discontinue servicing any clients of the District, and using any District property, facilities, and services and shall discontinue further representation of the Community Education Department as an agent, employee, or other person connected with the Community Education Department.

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

For:
Aquatics Supervisor

For:
Independent School District No. 283
630011 Walker St. Wayzata Blvd.
St. Louis Park, MN 55416

Catherine Taylor

Chairperson

Clerk

Superintendent

Human Resource Director

Dated this _____ day of
_____, 20~~24~~19

Dated this _____ day of
_____, 20~~24~~19

