

**INDEPENDENT SCHOOL DISTRICT #2143
WATERVILLE-ELYSIAN-MORRISTOWN PUBLIC SCHOOLS
Waterville, MN 56096**

2021-2023 TERMS AND CONDITIONS OF EMPLOYMENT

The School Board of Independent School District #2143, Waterville MN, enters into this agreement with Jeff Boran, who agrees to perform the duties of Community Services/Athletic Director of the School District.

BENEFIT PROVISIONS

- Sect. 1 Hospitalization – Major Medical Insurance: The School District shall contribute a sum not to exceed \$1,077.67 per month for employee enrolled in the School District group health and hospitalization plan.
- Sect. 2 Dental Insurance: The School District shall contribute up to \$25 per month toward coverage for employee enrolled in the School District group dental plan.
- Sect. 3 Life Insurance: The School District shall provide term coverage in the amount of \$75,000.
- Sect. 4 Long-term Disability Insurance: The School District shall pay the premium for a plan which provides a monthly benefit equal to 70% of the current base salary. Insurance is effective thirty (30) days following disability (defined by the carrier).
- Sect. 5 Tax Deferred Matching Program – 403B: The district shall make a matching contribution up to \$1,800 a year toward an approved 403b plan. However, the individual may contribute more than the School District. The match will be equal dollar amounts over 24 pay periods.
- Sect. 6 Local Travel Allowance: Employee shall be reimbursed at the current district rate for private automobile usage which is incurred in connection with school district business.
- Sect. 7 Communications Allowance: The employee shall be reimbursed up to \$240 annually for private communications service usage which is incurred in connection with school district business.
- Sect. 8 Worker’s Compensation: Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker’s compensation, may draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave balance.

Sect. 9 Sick Leave: A sick leave allowance of sixteen (16) days with pay shall be granted for each full work year. Sick leave shall accrue on a monthly basis to a maximum credit of 131 days during the year and return to 115 days maximum carry over at the end of the year.

The School District may require an employee to furnish a medical certificate from a qualified medical service as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved by the School Board. In the event that a medical certificate is required, the employee will be so advised.

Sect. 10 Personal Leave: Each year, employee shall be granted three (3) non-accumulative personal leave days with pay. Such leave is to be subtracted from sick leave. Personal leave is granted on a use-it-or-lose-it basis. There is no payout for unused days.

Requests for personal leave must be made in writing to the Superintendent or his/her designee at least two (2) work days in advance and does not need to state reasons. In emergencies, leave may be requested via telephone and approval or denial is subject to the discretion of the Superintendent.

Sect. 11 Bereavement: Five (5) days, non-accumulative, will be granted each year for bereavement. Such leave is to be deducted from sick leave balance.

Sect. 12 Jury Duty and Subpoena Leave: An employee who serves on jury duty or is subpoenaed in connection with his employment with the District shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service or subpoena appearance shall be remitted to the School District.

Sect. 13 Personnel Files: All files generated within the School District relating to an employee shall be available during regular school business hours to the employee upon written request.

Sect. 14 Professional Organization Dues: The district shall pay the cost of the membership to NIAAA/MNIAAA and State Community Education Directors Association.

Sect. 15 Professional Development: The district shall pay the cost of the MNIAAA and MCEA state conferences yearly and NIAAA national conference once every three years.

OTHER PROVISIONS

Sect. 1 The duty year for Community Services/Athletic Director shall be as follows:

When school is in session:	183 duty days
Summer Hours when school is not in session:	.75 FTE

Sect. 2 Salary:

	<u>2021-22</u>	<u>2022-23</u>
183 Duty Days	\$77,176	\$79,692
Summer Hourly Rate	\$ 52.72	\$ 54.43
*AD Stipend	\$ 5,996	\$ 6,098

(*in accordance with the W-E-M Education Association July 1, 2021 – June 30, 2023 Master Agreement)

Sect. 3 Method of Payment: Basic salary shall be paid in twenty-four (24) equal payments; such payments to be made twice each month. In the event that the pay date falls on a weekend or holiday, pay date shall be the preceding work day.

AD Stipend shall be paid either in two equal payments, one mid-year and one end of year or one lump payment at end of year as determined by the District.

Summer hours shall be paid on the appropriate pay date upon submission of an approved timesheet.

Sect. 4 Deduction: In the event employee is absent without leave and a pay deduction is to be made for such absence, the amount for the deduction for each day's absence shall be determined by the dividing the annual salary for 183 Duty Days plus the AD Stipend by number of duty days.

Sect. 5 A One Time Bonus Payment of \$2,300 will be paid in the 2021-2022 school year.

Sect. 6 Lump Sum Distribution of Sick Leave: A full-time Community Services/Athletic Director who has at least twenty (20) years of service with the School District and is at least fifty-five (55) years of age shall be eligible for lump sum distribution. The employee shall be eligible to receive pay upon severance in the amount obtained by multiplying 25% of the unused number of sick leave days, but in any event not to exceed twenty (20) days, times his/her daily rate of pay. In no event is the daily rate of pay to exceed \$180 per day. Lump sum distribution of sick leave shall be paid by the School District in one lump sum on July 15th following the effective date of the employee's resignation and shall not be granted to any employee who is discharged by the School District.

If the employee dies before the lump sum distribution of sick leave, the amount due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

The application deadline shall be May 1st. The lump sum distribution of sick leave shall be effective at the end of the school year in which the person qualifies, unless otherwise agreed to between the employee and the School District.

- Sect. 7 Retirement Insurance: \$2,000 a year toward health insurance premium cost under the District's group plan at the Rule of 90 for 8 years for retiree at the **end** of the year. The \$2,000 is for retiree to purchase and remain a part of the District's health insurance plan. The \$2,000 will be divided into 12 equal parts, and if a balance is due, the retiree will pay the difference monthly.

RESIGNATION AND TERMINATION

- Sect. 1 Resignation and Termination:

Subd. 1 The Community Education Director responsibilities of the position equate to a .6 full-time equivalent (FTE) position. The employee may be non-renewed, discharged, terminated or placed on unrequested leave of absence from this .6 FTE position pursuant to and in compliance with the provisions of M.S. 122A.40.

Subd. 2 The Activities Director responsibilities of this position equate to a .4 FTE position. The School District's employment of the employee as a .4 Activities director is on an at-will basis. This means that the School District may terminate this employment at any time and for any reason or no reason at all. In addition, the employee may resign from employment in the .4 FTE Activities Director position for any reason or no reason at all. In the event of a resignation, the employee will provide the School District with (2) weeks written notice before the resignation becomes effective.

- Sect. 2 This Contract may be terminated at any time by mutual consent of the School Board and the Community Education Director/Activities Director.