

NUTRITION SERVICES MANAGER CONTRACT

Section 1. Parties. Independent School District No. 485, Royalton, Minnesota (hereafter “School District”) enters into this agreement with Barbara Torres (hereafter “employee”) as Manager of Nutrition Services, who agrees to perform the duties assigned by the School District.

The School District and the employee agree as follows:

ARTICLE I DURATION

Section 1. Effective Time Period. This Agreement shall remain in full force and effect for a period commencing July 1, 2024, through June 30, 2026 unless modified by the mutual written consent of the School Board and the employee, or unless terminated by law or as provided in Article IX of this Agreement. For purposes of this Agreement, the term “year,” “duty year,” “school year,” or “contract year” shall refer to the period of time from July 1 through June 30.

ARTICLE II BASIC RIGHTS

Section 1. Provision of Services. The employee shall faithfully perform the services prescribed by the School Board or Superintendent whether or not such services are specifically described in this contract or in a general job description, abide by the rules, regulations, and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated below.

ARTICLE III DUTY YEAR

Section 1. Basic Work Day/Week. This is a salaried position. The employee’s work schedule normally will be eight (8) hours/day; however, duties assigned to the employee may require additional time and service beyond the typical 40-hour week as required to meet the needs of the job and the School District’s requirements. The daily work schedule will be determined by the Superintendent and is subject to modification as so determined by the Superintendent.

Section 2. Basic Work Year. The employee’s duty year shall consist of 180 work days inclusive of sick days and personal days. The employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board or Superintendent so determines.

Section 3. Determination of Days Worked. The Superintendent will ultimately establish the yearly schedule and determine the days on which the employee will work during the year. The Superintendent may change the work schedule at any time to meet the needs of the District, so long as the total number of work days does not exceed 180 for the year.

**ARTICLE IV
RATES OF PAY**

Section 1. Rates of Pay.

Subd. 1. Pay Schedule. The employee shall be paid over 24 pay periods for the year.

Subd. 2. Salary.

2024-2025	\$46,350
2025-2026	\$47,277

Section 2. Attendance at Conferences/Workshops. The School District shall pay all reasonable and legally valid expenses and fees for the employee’s attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed or preapproved by the Superintendent.

Section 3. Mileage Reimbursement. The School District shall reimburse the employee for business use of their private vehicle. The reimbursement will be on a per mile basis, at the rate established and published by the IRS pursuant to M.S. 471.665, Subd. 1. The employee must provide written documentation on the mileage reimbursement requested.

Section 4. Clothing Allowance. Full Time employees will receive \$200 per year to purchase appropriate clothing for their position. Part time employees will have their clothing allowance prorated from \$200.00.

**ARTICLE V
LEAVES OF ABSENCE**

Section 1. Sick Leave. Sick leave without loss of pay shall be allowed by the School District whenever the employee’s absence is found to have been due to illness or injury which prevented attendance at work and performance of duties. Application for sick leave shall be made on the form provided by the School District. The School District may require the employee to furnish a medical certificate from a qualified physician in support of the application. Allowed sick leave shall be deducted from the accrued sick leave days earned by the employee. The School District retains the right to ultimately decide if the employee is entitled to use sick leave.

Subd. 1. Rate Sick Leave is Earned. The employee shall earn sick leave at the rate of ten (10) days per year accrued at the beginning of the year, which may be accumulated to a maximum of one hundred and twenty (120) days.

Subd. 2. Serious Illness. A leave of absence without loss of pay, not to exceed five (5) days, for each occurrence, shall be granted for the serious illness of an employee’s spouse or domestic partner, child/stepchild or parent/stepparent, and, in the case of an employee’s parent-in-law, not to exceed three (3) days. The leave days taken shall be deducted from the employee's accumulated sick leave.

Up to five (5) additional days shall be granted, per occurrence, with a deduction of \$100/day, for the serious illness of the employee’s spouse or domestic partner, child/stepchild or parent/stepparent and up to three (3) additional days, per occurrence, shall be granted, with deduction of \$100/day, for the serious illness of a parent-in-law. Serious illness shall mean illness requiring medical attention at a clinic or hospitalization. The School District may require doctor's certification of illness.

Subd. 3. Payout of Sick Upon Termination/Resignation. The employee shall not be entitled to the payout of any unused sick leave days upon resignation or termination of employment with the School District.

Section 2. Personal Leave. The employee shall earn personal leave at the rate of two (2) days per year and may accumulate up to three (3) days of personal leave by banking one (1) day per year. Use of any combination of yearly earned personal leave and banked personal leave shall not exceed three (3) days at any given time. Banked days can only be used after the regular, allocated one (1) day provided in this section is used. employees may not use more than two (2) days at any one time during the first thirty (30) and the last thirty (30) calendar days of the school year. Thirty (30) days shall begin with the first day of the duty year and will end with the last day of the duty year and shall include snow days, etc.

Subd. 1. Discretion of Employee's Supervisor. The use of personal leave is at the discretion of the employee's supervisor and shall not be used to perform work for pay. Additional days off without pay shall not be taken without prior approval of the Superintendent.

Section 3. Personal-Flex Day. Two times per year, employees may elect to convert three (3) sick leave days to one (1) flex day for a total accumulation of 2 personal-flex days that may be used in the same manner as a personal day. Unused personal-flex days will be paid out at the employee's daily rate of pay and be deposited into either the employee's 403b account or their Health Savings Account.

Section 4. Bereavement Leave and Illness in the Immediate Family.

Subd. 1. A leave of absence without loss of pay, not to exceed five (5) days, for each occurrence, shall be granted for the death of an employee's spouse or domestic partner, child/stepchild or parent/step-parent, and, in the case of an employee's parent-in-law, not to exceed three (3) days. The leave days shall not be deducted from the employee's accumulated sick leave.

Subd 2. Up to five (5) additional days shall be granted, per occurrence, with a deduction for substitute employee pay, for the death of an employee's spouse or domestic partner, child/stepchild, or parent/step parent and up to three (3) additional days, per occurrence, shall be granted, with deduction for substitute employee pay, for the death of a parent-in-law.

Subd 3. A leave of absence without loss of pay, not to exceed two (2) days for each occurrence, shall be granted for death of an employee's brother or sister, brother-in-law, sister-in-law, grandparents, son or daughter-in-law, grandparent-in-law, grandchild, or member of immediate household, this includes those of the aforementioned roles in that of a domestic partner. Up to two (2) additional days of bereavement leave shall be granted, per occurrence, with a deduction for substitute employee pay.

Subd 4. For the death of other relatives and friends, an employee shall be granted up to one day of bereavement leave, for each occurrence, with deduction for substitute employee pay. Deduction for substitute employee pay shall include salary, PERA, FICA/Medicare. Bereavement days must be used consecutively at one time. Deduction for substitute pay shall occur whether or not a substitute is employed for the absent employee.

Section 5. Family and Medical Leave. Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. Seq., an eligible staff shall be granted, upon written request, up to a total of 12 weeks of unpaid leave per year in connection with:

- a. The birth of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an employee's spouse, child, or parent, and
- d. The employee's own serious health condition.

Subd. 1. Salary and Fringe Benefits. Such leave shall be unpaid, except an eligible staff, during such leave, shall be eligible for regular School District group health insurance contributions as provided in the Agreement of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 2. Paid Leave Under Contract. While FMLA leaves, except for eligible insurance contributions as provided in Article VI, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave, i.e. sick leave or personal leave pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provisions of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of the Agreement.

Subd. 3. Request. A staff member requesting child care leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months prior to the commencement of the intended leave.

Subd. 4. Date of Leave. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, e.g. winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. Duration. In making a determination concerning the commencement and duration of a child care leave, the school board shall not, in any event, be required to:

1. Grant any leave for more than twelve (12) months in duration.
2. Permit the staff member to return to employment prior to the date designated in the request for the child care leave.

Section 6. Emergency Medical Leave. An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, may, upon request, be granted an emergency leave of absence, without pay, up to six (6) months. The employee shall be responsible for payment of any insurance benefits during the period of the emergency leave. This leave may be renewed at the discretion of the School District. A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities. The School District will adhere to the Family Medical Leave laws.

Subd. 1. Elective Surgery. Elective surgeries will be allowed during non-student contact days only.

Section 7. Jury Leave. An employee called for jury service shall be granted a jury leave without loss of pay, but any sum paid to the employee for jury duty (exclusive of mileage and other expenses) shall be assigned by the employee to the School District.

Section 8. Military Leave. An employee called for military service shall be granted a leave of absence, with pay if it falls under M.S. 192.26, or without pay if it falls under M.S. 192.261, for such times as may be required to fulfill the obligation.

Section 9. General Leave. At its discretion, the School District may grant a leave of absence for one (1) year to employees who have completed five (5) consecutive full years of service in the School District. Employees requesting leave under the provisions of this Section shall submit a written request no later than March 31 of the school year preceding the year of the requested leave.

Subd. 1. District Notification. Employees who are granted leave of absence under the provision of this Section shall notify the School District no later than March 31 of the leave year, in writing, of their intention to return to their position.

Section 10. All Other Leave. The School District will adhere to all applicable federal and state laws governing the provision of a leave of absence for specific purposes outlined in law or statute other than those specified in this manual.

Section 11. Workers' Compensation. Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the 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 accrued sick leave.

Subd. 1. Insurance Application-Unpaid Leave. An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Subd. 2. Insurance Application-Paid Leave. In the event the employee is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 11, Workers' Compensation, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Subd. 3. Credit. An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Subd. 4. Eligibility. employees shall be eligible for leave benefits proportional to the extent of their employment.

Subd. 5. Subbing While on Leave. School District employees on a general leave of absence who return to sub will be paid their regular rate of pay when subbing in their regular job classification and the 0 step of the group in which they are subbing for all other jobs.

ARTICLE VI GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance. The School District shall contribute toward employee hospital-medical coverage, under the School District's group plan for the Nutrition Services Manager employed by the School District. The School District expressly reserves the right to revise or modify these amounts at any time that it determines such modification is desirable. The current amounts contributed by the School District are as follows:

Single, not to exceed \$6,500
Family not to exceed \$13,000

Subd. 1. Claims Against the School District. It is understood that the School District's only obligation is to purchase various insurance policies and pay such premium amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Life Insurance. The School District shall provide the employee with group life insurance coverage in the amount of \$50,000.00, the premiums to be paid by the School District. The employee may elect to purchase an equal amount of life insurance under the group plan with premiums paid in full by the employee.

Section 4. Long-Term Disability Insurance. The School District shall contribute 100% of the premium for the income protection policy. Such policy shall provide for benefits equal to at least 2/3 of the employee's salary, beginning after sixty (60) days of continuous absence due to disability.

ARTICLE VII HOLIDAYS

Section 1. Paid Holidays. The employee shall be entitled to five paid holidays each year of the Contract. The five designated holidays will be:

- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day

ARTICLE VIII
403b MATCHING CONTRIBUTION PLAN

Section 1. Eligibility. The employee will be eligible to participate in a tax-sheltered annuity plan established by the School District and receive a District matching contribution as follows:

Years of Continuous Service	District Matching Contribution
0-3	\$300
4-8	\$600
9-12	\$1200
13-15	\$1,800
16+	\$2,000

Section 2. Approved Plans. The School District will make matching contributions only to deferred compensation plans offered by vendors selected by the School District.

ARTICLE IX
DISCHARGE AND RESIGNATION FROM EMPLOYMENT

Section 1. Discharge From Employment. At will employees may be discharged by the School District at any time, for any reason.

Section 2. Resignation From Employment. The employee may terminate this Agreement, for no reason or any reason at all, by giving written notice of resignation to the Superintendent thirty (30) calendar days prior to the effective day of resignation.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Agreement.

Nutrition Services Manager

Date

INDEPENDENT SCHOOL DISTRICT NO. 485, ROYALTON, MN

By _____
Board of Education, Chairperson

Date

By _____
Board of Education, Clerk

Date