

HOWARD LAKE-WAVERLY-WINSTED SCHOOL DISTRICT #2687  
TERMS AND CONDITIONS OF EMPLOYMENT  
SCHOOL DISTRICT FOOD SERVICE WORKERS

The School Board of Independent School District #2687, of the State of Minnesota, Howard Lake, Minnesota, enters into the agreement with, Food Service Worker who agrees to serve in the public schools of said district in the position of Part Time or Full-Time Cashier, Dishwasher, Satellite Cooks, and Food Service Assistants 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 Agreement, 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 School District as assigned.

B. DURATION AND TERMINATION: This Agreement shall remain in effect for the period of July 1, 2022 2024 (“Effective Date”), through June 30, 2024 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/vacation 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.

C. TERMS OF CONTRACT: Contract shall be for ~~175 school days a year~~, the number of student days, plus paid holidays. The Food Service Director shall set the hours per day. Refer to the school calendar for exact days worked. Any days, full or partial, lost due to school closure, employees will have the opportunity to make up the days on non-school days doing cleaning, training, etc.

This contract shall be in effect as July 1, ~~2022~~ 2024 of through June 30, ~~2024~~ 2026

D. POLICIES AND/OR FRINGE BENEFITS: Full time employees, according to the position performed by the employee. Premiums over the District contribution will be paid by employee deductions.

1. Paid Holidays: 7 days

Thanksgiving Day	Friday After Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
Good Friday	

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.

2. District Health Insurance Contribution- offered to full-time employees

<del>22-23</del> 24-25	Single	\$6,707
<del>22-23</del> 24-25	Family	\$11,237
<del>23-24</del> 25-26	Single	\$6,707
<del>23-24</del> 25-26	Family	\$11,237

3. Dental Insurance- offered to full-time employees

~~22-24~~ 24-26 \$350.00

4. 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.

5. Life Insurance: The School District will pay in full the premium for a \$50,000 one-year term life insurance policy for employees working 20 hrs weekly.

6. Leaves And Absences:

Sick Leave: Sick leave shall be earned at the rate of 15 days per contract year, accumulative to a total of 75 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.

Personal Leave: ~~Two (2) personal days for employees working less than 200 days a year. Satellite cooks shall receive three (3) personal days.~~ Full time employees will receive four (4) personal days. Part-time

food service workers shall receive three (3) personal days. One (1) personal day may be carried over to the following year. Personal days may not be used during the first 10 student days and the last 10 student days of the school year unless approved by the supervisor.

Bereavement Leave: Five (5) days sick leave for each death in the immediate family is allowed, such days to be deducted from sick leave. One (1) day bereavement for non-family annually. The Food Service Director may approve up to five (5) days of bereavement leave in special circumstances, if needed.

7. 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.

<b>Annuity 22-24</b>	
<b>Yrs of Service</b>	<b>Employer Max</b>
1-5	\$ 300
6-10	440
11-15	540
16+	580

The following are the conditions of the Annuity Match Benefit. The Annuity match dollar amount will be prorated per (FTE of 2080 hours annually).

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’s 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 District will not be held responsible for the performance of any annuity company.

8. Sick Leave/HRA: The School District will convert sick leave days to HRA dollars at a rate of \$100/day with 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. 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:

<u>Accumulated Sick Leave</u>	<u>Amount</u>
34-44 days = 1	\$100
45-54 days = 2	\$200
55-64 days = 3	\$300
65-75 days = 4	\$400
@ rate of \$100 per day	

9. Wages And Longevity: In consideration thereof, the School Board of ISD #2687, Howard Lake-Waverly-Winsted Public Schools, agrees to pay said employee at the current rate in ~~2022-23~~ 2024-2025 and at the following rate in ~~2023-24~~ 2025-2026. Contract becomes effective upon ratification by School Board action. See wage matrix below.

MATRIX ~~2022-24~~ 2024-2025

MATRIX ~~2023-2024~~ 2025-2026

Rate	A-1-2	A-1-3	Rate	A-1-2	A-1-3
	\$16.00	\$18.00		\$16.32	\$18.36
	\$16.64	\$18.73		\$16.97	\$19.10

- Part-time Cashier is paid at the A-1-3 rate
- Satellite Cooks are paid at the A-1-3 rate
- All other positions are paid at the A-1-2 rate

Longevity pay will be provided, as follows:

- \$500 - 5 years of service
- \$1,000 - 10 years of service
- \$1,500 - 15 years of service
- \$2,000 - 20+ years of service

10. 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.

Employees will receive up to \$100 annually for work related clothing/uniform purchases. Employees must submit receipts to the business office for reimbursement.

E. 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.

F. 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 \_\_\_\_\_, 20\_\_.

Independent School District #2687

Chairman \_\_\_\_\_

Employee \_\_\_\_\_

Clerk \_\_\_\_\_