

INDEPENDENT SCHOOL DISTRICT 750

COLD SPRING, MINNESOTA

2019-2021 AGREEMENT

TERMS AND CONDITIONS OF EMPLOYMENT

DIRECTOR OF

TECHNOLOGY

BOARD APPROVED:

December 16, 2019

INDIVIDUAL EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 750, ROCORI Public Schools (“School District”) enters into this Agreement (“Contract”) with Brian Michalski for employment in the position of Director of Technology (“Director”). The School District and the Director are collectively referred to as “the Parties.”

**ARTICLE I
POSITION AND DUTIES**

Section 1. Position. The Director is employed in the position of Director of Technology. The position is a twelve-month position. The minimum duty day is 8 hours; however, the Director is expected to work the number of hours necessary to perform the duties and to meet the professional expectations of the position. As an exempt position, the Director is not entitled to overtime for hours worked over 40 hours per week, nor is the director entitled to any form of compensatory time off.

**ARTICLE II
DURATION, EXPIRATION AND TERMINATION**

Section 1. Duration. This Contract is for a period commencing on July 1, 2019 through June 30, 2021. It shall remain in full force and effect, unless modified by mutual written consent of the School District and the Director, or the Director’s employment is terminated during the term of the Contract as provided in Article II, Section 2.

Section 2. Employment Status. The Director’s employment is at-will, which means their employment may be terminated by the School Board with ten (10) days’ written notice to the Director, with or without cause, and nothing in this Contract, School District policy, job descriptions or any of the written documents shall be interpreted to be in conflict with or to eliminate or modify the at-will employment status of the Director. Likewise, the Director may resign by providing ten (10) days’ written notice to the School District during the term of this Contract.

Section 3. Expiration. This Contract shall expire on June 30, 2021 and the Director’s employment shall cease, unless a subsequent contract is approved by the School Board and signed by both Parties. At the expiration of this Contract, neither Party shall have any further claim against the other.

**ARTICLE III
SALARY**

The Director’s salary for each Contract year (July 1 – June 30) is as follows:

2019 – 2020	\$84,260
2020 – 2021	\$87,250

Salary shall be paid in accordance with the School District’s regular payroll schedule in equal installments, subject to applicable payroll withholding and deductions. The School District’s obligation to make any salary payments or other compensation shall cease immediately upon the Director’s resignation or termination of their employment prior to the expiration of this Contract.

**ARTICLE IV
PERFORMANCE PAY**

The Superintendent will conduct a performance evaluation of the Director each Contract year. Based on the outcome of the evaluation, the Director shall be eligible for a one-time performance payment in an amount not to exceed 2% of the current Director’s salary. Such payment shall be made at the end of a Contract year. The determination of the amount, if any, of performance pay for a Contract year shall be made by the Superintendent, and such determination shall be final.

**ARTICLE V
INSURANCE**

Section 1. Health Insurance. The School District shall offer the Director health insurance, as provided under the School District’s group plan which is selected by the School District. The School District shall contribute to the cost of the monthly premiums as follows:

	2019-20	2020-21
Single Coverage	\$ 495.00	\$ 520.00
Family Coverage	\$ 1,362.00	\$ 1,430.00
Employee plus Spouse	\$ 1,025.00	\$ 1,076.00
Employee plus Child(ren)	\$ 880.00	\$ 924.00

Any additional cost of the monthly premiums shall be borne by the Director and paid by payroll deduction.

Employees choosing a high-deductible plan will receive the following monthly district contribution into a health care savings account:

District Monthly VEBA/HSA Contribution	2019-20	2020-21
Single Coverage	\$ 250.00	\$ 250.00
Family Coverage	\$ 500.00	\$ 500.00
Employee plus Spouse	\$ 500.00	\$ 500.00
Employee plus Child(ren)	\$ 500.00	\$ 500.00

Section 2. Life Insurance. The Director shall have an opportunity to participate in the School District's group term life insurance policy with coverage of \$100,000, and the premium for such insurance shall be paid by the School District. The School District shall select the insurance plan and the insurance carrier.

Section 3. Long Term Disability Insurance. The School District shall provide each employee group with a long term disability insurance plan. The School District shall select the insurance plan and the insurance carrier.

Section 4. Claims Against the School District. The eligibility of the Director, the Director's dependents or beneficiaries, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District. The School District's only obligation is to purchase the insurance policies, and no claims shall be made against the School District as a result of a denial by an insurer.

Section 5. Pro-Rata Benefits. The School District's premium contributions and payments set forth in this Article are based on full-time employment. If the Director's employment is reduced to less than full-time during the term of this Contract, the contributions and payments shall be on a pro-rata basis.

Section 6. PRHCSP. Beginning with the 2020-2021 contract year, the District will contribute \$2,000 per year into a Post Retirement Health Care Savings Plan (PRHCSP). Contributions by the District shall occur throughout the year and will be reflected on the employee's pay stub each pay period. The PRHCSP provision is subject to the Laws of the State of Minnesota, Minnesota Statutes and Internal Revenue Code.

ARTICLE VI DEFERRED COMPENSATION

Section 1. Section 403(b). The Director may participate in the School District's matching annuity plan as provided in Minnesota Statutes §356.24, subd. 1(5)(ii) if the Director's work schedule equals or exceeds 50% or more of a full-time position.

Section 2. School District Matching Contribution. The School District will match the Director's contributions to a 403(b) plan on a dollar-for-dollar basis up to \$2,200 in the 2019-2020 Contract year and up to \$2,200 in the 2020-2021 Contract year. The School District's maximum matching contributions during the Director's employment shall not exceed \$28,000. If the School District's maximum matching contribution is not fully utilized due to the amount of the Director's contribution to a 403(b) plan, the Director may not "carry-over" any matching obligation to a subsequent Contract year, nor will the Director have any right to payment in lieu of matching contributions.

ARTICLE VII LEAVES OF ABSENCE

Section 1. Sick Leave. The Director shall accrue sick leave on a monthly basis for a total of 104 hours for each Contract year. If the Director works less than full-time in a Contract year, the director will accrue sick leave on a pro-rata basis. The Director may accumulate a maximum of 1,872 hours of sick leave during their employment with the School District. The Director shall not be paid for any unused accrued sick leave upon expiration of this Contract, or at termination of employment, whether by resignation or discharge. Sick Leave is to be utilized for absences necessary due to the Director's personal illness or to care for a relative pursuant to Minnesota Statutes §181.9413. The Director may be required to provide certificates of illness by a health care provider for all absences of more than three (3) days duration.

Section 2. Vacation Leave. The Director shall be granted twenty-five (25) days of paid vacation leave each Contract year (July 1 - June 30), which shall be credited to the Director's vacation account on July 1. The Director may carry-over a maximum of fifteen (15) days of unused accrued vacation leave into the subsequent Contract year. The Director shall be paid for any unused accrued vacation leave upon expiration of this Contract or resignation; however, they shall not be paid for any unused accrued vacation leave in the event of an involuntary termination. The daily rate of pay for purposes of calculating the payment for unused accrued vacation leave will be based on 235 days divided by the Director's salary on the last day of employment.

The Director shall comply with all School District policies and procedures regarding use of vacation leave; and all vacation leave is subject to the approval of the Superintendent.

Section 3. Emergency Leave. The Director shall be granted up to forty (40) hours emergency leave with pay, per occurrence, in the event of the death or serious illness or injury of the Director's spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury. The Director shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member with whom there is a close emotional tie.

Requests for emergency leave shall be made in writing to the Superintendent in advance or as soon as possible. All emergency days used are deducted from sick leave.

Section 4. Statutory Leaves. The Director may be eligible for leaves of absence pursuant to federal and state law, including the Family and Medical Leave Act (FMLA), the Minnesota Parenting Leave Act (MPLA), and the Americans With Disabilities Act (ADA). Requests for such leaves shall be made and considered in compliance with applicable law. The Director may be required to use their accrued sick leave and vacation leave during statutory leaves of absence, and after exhaustion of paid leave, such leave shall be unpaid.

ARTICLE VIII HOLIDAYS

The Director shall be entitled to the following paid holidays as designated by the School Board: New Year's Day; Good Friday, Memorial Day; Fourth of July, Labor Day; Thanksgiving Day, the Friday after Thanksgiving; Christmas Eve Day; Christmas Day and New Years' Eve Day. If a holiday falls on a Saturday then the preceding Friday is a paid holiday; and if a holiday falls on a Sunday, the following Monday shall be the paid holiday. The designation of paid holidays are subject to change at School Board discretion.

ARTICLE IX PROFESSIONAL DEVELOPMENT AND EXPENSE REIMBURSEMENT

Section 1. Professional Dues. The School District shall pay for the cost of the Director's membership in one (1) national organization and its state affiliate, when approved by the Superintendent.

Section 2. Professional Development. The School District may pay for the cost of the Director's attendance at a professional organization's state convention each year and a national convention/workshop in alternate years, subject to prior approval by the Superintendent. The Superintendent will determine whether such requests will be approved based on whether the activities serve the best interests of the School District and the financial situation of the School District.

Section 3. Expense Reimbursement. The School District shall reimburse the Director for expenses incurred which are directly related to activities in performing School District business, including parking, meals and lodging for attendance at functions required by the School District. Travel approved by the Superintendent shall be by a school owned vehicle, unless the Superintendent approves use of the Director's private vehicle to conduct School District business. Mileage for the Director's use of their private vehicle will be at the current rate under the Internal Revenue Code.

**ARTICLE X
COMPLETE AGREEMENT AND MODIFICATION**

This Contract contains all the terms of employment agreed upon by the School District and the Director. There are no other written or oral agreements, except as set forth herein. This Contract may not be modified except by written agreement of the parties.

This Contract shall be effective only upon the signatures of the Parties and approval of the School Board of Independent School District No. 750.

For Ind. School District No. 750

Brian Michalski,
Director of Technology

Chair

Clerk

Dated this ____ day of _____, 20__

Dated this ____ day of _____, 20__