Independent School District No. 318 Individual Employment Agreement

The School Board of Independent School District No. 318, Grand Rapids, Minnesota ("School District") enters into this agreement ("Contract") with **James Cagle**, ("Employee") who agrees to perform the duties of **GRIP Coalition Coordinator**.

Article I Contract Term, Expiration, and Termination

Section 1. Duration

This Contract shall be for the period commencing on August 21, 2023 and ending on September 29, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the GRIP Coalition Coordinator, or unless terminated as provided in this Contract.

Section 2. Expiration

This Contract will automatically expire and terminate at the end of its term on **September 29, 2025**, and the **GRIP Coalition Coordinator's** employment shall cease, unless a subsequent contract is approved by the School Board and signed by both parties. At the conclusion of the term of this Contract, neither party shall have any further claim against the other.

Section 3. Termination During the Term of the Contract

The GRIP Coalition Coordinator is an "at-will" position, and nothing in the School District's policies, handbooks, actions or employment contracts governing other employees shall be construed to alter the at-will nature of the GRIP Coalition Coordinator status. The GRIP Coalition Coordinator understands that the ISD 318 School District may terminate his employment at any time for any reason or for no reason, provided the reason is not in violation of state or federal law. The GRIP Coalition Coordinator position does not require a license from the Minnesota Department of Education or applicable state or federal law; therefore, Minnesota Statutes §122A.40 does not apply to this Contract.

Article II Duty Year, Salary, Work Assignment and Evaluation

Section 1. Duty Year

The Duty Year for the **GRIP Coalition Coordinator** shall be for the **entire twelve (12) month contract year (July 1 through June 30)**. The Employee's normal work year as the **GRIP Coalition Coordinator** shall run July 1 through June 30. The Employer shall direct how, when, and in what manner the Employee's duty day, duty month, and duty year shall be structured.

Section 2. Calculation of Daily Rate of Pay

Whenever it is necessary to calculate a daily rate of pay for purposes of this Contract, such rate shall be arrived at by dividing the **GRIP Coalition Coordinator's** salary as provided in **Article II, Section 3**, by the number of Monday-Friday days in the fiscal year. The calculation shall not include any other payments and/or benefits under this Contract.

Section 3. Salary

The **GRIP Coalition Coordinator** shall be paid a prorated \$51,500 for fiscal year 2023/2024, \$53,500 for fiscal year 2024/2025, and a prorated \$53,500 for fiscal year 2025/2026. Rates of pay will be prorated for mid-year hires or terminations. Proration will be calculated by taking the daily rate of pay calculation in **Article II**, **Section 2** and multiplying by the number of days worked. This shall be paid in equal direct deposit installments during the contact year and shall cease upon termination of employment.

Section 4. Work Assignment

The GRIP Coalition Coordinator shall report to the Superintendent or designee. The GRIP Coalition Coordinator will perform the duties as described in the GRIP Coalition Coordinator's job description, as well as other duties as assigned.

Section 5. Work Evaluation:

The Superintendent or designee will evaluate the performance of the GRIP Coalition Coordinator on an annual basis. The evaluation may include a review of the GRIP Coalition Coordinator's performance of job description tasks, as well as yearly improvement goals and results achieved.

Article III Insurance

Section 1. Health Insurance

The School District shall offer the **GRIP Coalition Coordinator** health insurance, as provided under the School District's group plan. If the **GRIP Coalition Coordinator** qualifies for and is enrolled in the School District's group health insurance plan, the School District shall contribute 100% of the monthly single premium or 90% of the monthly family premium to the cost of the monthly premiums. At no time will the district contribute toward a family premium any amount exceeding the entire previous years premium.

The health insurance plan is a high deductible health plan with a Health Savings Account (HSA). The single plan will have the minimum required deductible to offer an embedded deductible plan, currently 3,000 per year. The family deductible will be double the single deductible, currently 6,000 per year. A HSA will be included in the plan. The District will contribute 50% of the deductible into an HSA for each active single or family plan. HSA contributions will be prorated for partial years of service.

The Internal Revenue Service (IRS) requires that the minimum statutory deductibles for plans with HSAs be indexed for inflation. To remain compliant with IRS rules and offering an embedded deductible plan, the yearly deductibles will increase in future years. Increases will be the minimum required on a single plan to offer an embedded deductible, and family deductibles will be double the single.

In the event the District decides to change the medical plan year and a shortened medical plan year is needed to implement the new plan year, the District will contribute the full years HSA contribution for the partial year.

Section 2. Life Insurance

A life insurance plan is available to full time employees working eight-tenths or more. The cost of the \$50,000 policy for the **GRIP Coalition Coordinator** is to be paid by the school district. Additional insurance may be purchased by the employee per the life insurance policy rules. Life insurance amounts will follow the parameters set in the life insurance policy, i.e. working past the age of 70 may see a reduction in the life insurance value. Life insurance terminates upon cessation of employment with the District.

Section 3. Long Term Disability Insurance

A Long Term Disability plan is available to full time employees working eight-tenths or more. The premium for the Long Term Disability plan shall be paid in full by the district. Long Term Disability insurance terminates upon cessation of employment with the District.

Article IV Sick Leave, Vacation Leave, and Holidays

Section 1. Sick Leave

- A. The GRIP Coalition Coordinator shall accrue 12 days of sick leave per full contract year. Proration will be made for mid-year hires and terminations. Proration will be calculated by allowing one sick day per month of the contract worked. Such leave will accrue and be credited as one day per month during the contract year. Pursuant to Minn. Stat. § 181.9413, the GRIP Coalition Coordinator may use sick leave due to illness or injury of the GRIP Coalition Coordinator, his child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent. Note: If there is a change to this statute which eliminates adult child, grandparent or stepparent this contract will immediately reflect such change.
- B. The **GRIP Coalition Coordinator** may accrue up to a maximum of **100 days** of sick leave during the term of this Contract. The **GRIP Coalition Coordinator** shall not be paid for any unused, accrued sick leave upon separation from employment with the School District.
- C. If, upon separation of employment from the School District, the GRIP Coalition Coordinator has been paid sick leave in an amount that exceeds the pro-rata hours for the contract year, such amount shall be deducted from the GRIP Coalition Coordinator's final paycheck; and by signature to this Contract, the GRIP Coalition Coordinator.

D. The **GRIP Coalition Coordinator** shall comply with all School District policies and procedures regarding the use of sick leave, and she may be required to submit a certification from a physician and/or health care provider if a sick leave absence of twenty-four (24) or more consecutive hours occurs.

Section 2. Vacation Leave

- A. The **GRIP Coalition Coordinator** shall accrue **25 days** of vacation leave each contract year, and such accrual shall be calculated and credited on a monthly basis over the course of the year.
- B. The GRIP Coalition Coordinator may accumulate up to a maximum of 25 days of vacation leave, and any accrued leave beyond 25 days shall be forfeited.
- C. The GRIP Coalition Coordinator shall not be paid for unused vacation leave upon separation from employment with the School.
- D. The **GRIP Coalition Coordinator** shall comply with all School District policies and procedures regarding use of vacation leave.

Section 3. Holidays

The GRIP Coalition Coordinator shall receive 14 paid holidays each contract year as follows: Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day, The Day after Thanksgiving, New Year's Day, Good Friday, a floating holiday to be used between Christmas and New Year's Day, Easter Monday (when school is not in session), Juneteenth, Fourth of July, Memorial Day, President's Day (when school is not in session), Martin Luther King Day (when school is not in session).

Section 4. Funeral Leave:

- **Subd. 1.** Funeral leave is allowed for the employee's relatives as follows: spouse, child, spouse's child, brother, sister, mother, father, grandfather, grandmother, spouse's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law.
- **Subd. 2.** The amount of time for funeral leave is determined by the ISD 318 Superintendent's office according to each individual case depending upon the distance and related factors.
- **Subd. 3.** Requests for funeral leave for other than those mentioned above will be considered on the merits of each individual case.

Article V Miscellaneous Provisions

Section 1. Professional Development

The GRIP Coalition Coordinator shall submit requests for professional leave hours and reimbursement for associated expenses to the Superintendent of District 318 in advance. The Superintendent will determine whether such requests will be approved based on whether the activities serve the best interest of the School District and the financial situation of the School District.

Section 2. Mileage Expenses

The GRIP Coalition Coordinator shall be reimbursed for business use of his private automobile at rates established pursuant to the Internal Revenue Code. The GRIP Coalition Coordinator must submit reports for such expense reimbursement according to School District policies and procedures.

Article VI Complete Agreement and Modification

This Contract contains all the terms of employment agreed upon by the School District and the GRIP Coalition Coordinator. 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. If any provision of this Contract is held invalid, it shall not affect any other provisions of this Contract.

Date: 8/30/23Date: 8/21/23Date: 10/11/23

Independent School District No. 318

By Its Chair

ave By Its Clerk