

EMPLOYMENT AGREEMENT: TEACHING AND LEARNING DIRECTOR

This Employment Agreement ("Agreement") is entered into by and between the School Board of Independent School District No. 47, Sauk Rapids-Rice ("District") and Jenny Bushman ("Director"). In consideration of the mutual promises contained in this Agreement, the District and the Director agree as follows:

ARTICLE I NATURE AND DURATION OF EMPLOYMENT

Section 1: Employment. The District will employ the Director to perform the duties of the Teaching and Learning Director in accordance with School District policies and procedures.

Section 2: Duration of Agreement. This Agreement establishes the terms and conditions of employment that will apply to the Director until June 30, 2020, provided that neither party exercises its right to terminate this Agreement and the employment relationship before that date. This Agreement will immediately terminate if either party exercises its right to terminate the employment relationship. This Agreement will automatically expire and the employment relationship will automatically end on June 30, 2020, unless the parties enter into a new written agreement extending the employment relationship beyond that date.

ARTICLE II DUTIES AND OUTSIDE ACTIVITIES

Section 1: Job Duties. The Director must faithfully perform all duties that are described in the job description for a Director. In addition, the Director must faithfully perform all services that the School Board or the Superintendent prescribes or assigns to the Director, regardless of whether those services are specifically described in this Agreement or in the job description.

Section 2: Duty to Comply with Laws and Policies. The Director must comply with all applicable federal and state laws. The Director must also comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Agreement.

Section 3: Duty of Loyalty. The Director agrees to perform her job duties diligently, in good faith, and to the best of her ability with loyalty to the School Board. The Director must devote full time and due diligence to the affairs and the activities of the District. The Director may not, directly or indirectly, participate in any action or conduct that conflicts in any respect with the interests of the District, and the Director may not engage or participate in any action or conduct that is inconsistent with the Board's policies or actions, her duties as the Director, the basic educational mission of the District, or the desired image of the District.

Section 4: Outside Activities. The Director must obtain written approval from the District's Superintendent before performing any educationally related service or activity for another person, entity, or organization in exchange for compensation. With prior written approval from the Superintendent, the Director may engage in other compensated activities if such activities do not impede the Director's ability to perform her duties for the District. The Director may not

directly or indirectly use District time, property, or resources for the benefit of another person, entity, or organization that is compensating the Director.

**ARTICLE III
COMPENSATION**

Section 1: Annual Salary. The District will pay the Director a gross annual salary of one hundred thousand five hundred ninety seven dollars and zero cents throughout the 2017-18 school year (\$100,597.00), one hundred three thousand two hundred sixty three dollars and zero cents throughout the 2018-19 school year (\$103,263.00), and one hundred five thousand nine hundred and ninety nine dollars and zero cents throughout the 2019-20 school year (\$105,999.00) in consideration for faithfully performing the duties of the Director. The District will pay the Director’s gross annual salary in equal installments, less applicable withholdings and deductions, based on the District’s regular payroll schedule. Each installment will be made after the period in which the salary was earned. If this Agreement is terminated during the middle of a pay period, the salary paid to the Director for that period will be prorated and decreased to reflect the number of days actually worked.

Section 2: Exempt Status. The position of Director is a full-time position with exempt status under the Fair Labor Standards Act. The Director’s regular workday is expected to be eight (8) hours in length, but the Director is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of the position, hours worked in excess of a forty-hour work week will not result in any overtime pay. Regular attendance is an essential function of the job.

**ARTICLE IV
WORK YEAR, HOLIDAYS, AND LEAVES**

Section 1: Work Year. The Director’s work year will run from July 1 to June 30 with a duty year of fifty-two (52) weeks. In addition, the Director must be on duty during any emergency, natural or unnatural, unless the Superintendent or the School Board otherwise excuses her.

Section 2: Holidays. The following will be paid holidays for the Director: Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Presidents’ Day, Good Friday, and Memorial Day.

Section 3: Sick Leave. The Director will accrue one day of sick leave for each month she works pursuant to this Agreement. The Director may accumulate up to one hundred twenty (120) days of sick leave. Upon termination of this Agreement, the Director is not entitled to any compensation for any unused days of sick leave.

Section 4: Personal Leave. Up to three (3) days of paid personal leave each year (non-accumulating) may be granted.

Section 5: Vacation. The Director is eligible for twenty (20) days of vacation per year with a maximum accrual of forty-five (45) days. The Director may be reimbursed for a maximum of five (5) days of unused vacation each year at the prorated daily rate of pay.

Section 6: Essential Leave. The Director is eligible for leave, upon approval of the Superintendent, of no more than three (3) days per year, non-accumulative, the days used to be deducted from sick leave, for situations that arise requiring the Director's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions.

Deaths, funerals, court appearances, serious accident or illness in the Director's immediate family or household, and family emergencies are examples of situations where this leave may be granted upon approval of the Superintendent.

Requests for essential leave shall be made in writing to the Superintendent at least three (3) days in advance except in cases of emergency. The request shall state the reason for the proposed leave. The school district reserves the right to refuse to grant such leave if, under the circumstances involved, the school district determines that such leave should not be granted.

Under special circumstances, the Board of Education, in its discretion and upon the recommendation of the Superintendent, may grant additional leave under this section.

Section 7: Bereavement Leave. The Director may take a total of three (3) days of bereavement leave with pay in connection with the death of a member of the Director's immediate family. For purposes of this Agreement, "immediate family" means father, mother, sister, brother, spouse, child, grandchild, grandparent, father-in-law, or mother-in-law. Additional leave may be granted at the discretion of the Superintendent. A total of (two) additional days of paid leave per occurrence may be granted at the discretion of the Superintendent and/or designee. Said days will be deducted from the Director's Accumulated Sick Leave.

Section 8: Jury Duty. If the Director serves on jury duty while this Agreement is in effect, she will receive full pay from the District, provided that she submits to the District any compensation she received from being called to sit as a juror.

Section 9: Worker's Compensation. In case of absence due to injury incurred in the course of employment, the Director shall be paid the difference between salary and benefits received under the Worker's Compensation Act with such absence to be charged, proportionately to percent of salary paid, to sick leave.

ARTICLE V INSURANCE

Section 1: Group Health and Hospitalization. The District will pay full health insurance coverage for a single or family premium with the District's Group Health Program.

Section 2: Life Insurance. The District will select and offer to the Director a group term life insurance policy with a maximum death benefit of two hundred thousand dollars and zero cents (\$200,000.00). This paragraph will not apply unless the Director qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Director's named beneficiary.

Section 3: Retirement Insurance. The District will contribute a sum of \$3000 per year into an approved Post Retirement Health Care Savings Plan established in accordance with IRS provisions.

Section 4: Long Term Disability Insurance. The District will pay up to five hundred dollars and zero cents (\$500.00) per year toward the purchase of a long-term disability (“LTD”) insurance plan premium selected by the District for the Director.

Section 5: Dental Insurance. The District shall pay a sum, not to exceed five hundred dollars and zero cents (\$500.00) per year toward the purchase of a single or family dental insurance premium.

Section 6: Highly Compensated Employee. In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the District’s contribution toward the Director’s healthcare benefits as a result of addressing the “highly compensated employee” component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

Section 7: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District’s only obligation is to select an insurance plan and to make the premium contributions that are stated in this Agreement. The eligibility and coverage of the Director and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of the denial of a claim or the denial of any insurance benefits if the District has purchased the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or state law, the District’s obligation to make any contribution toward the cost of any insurance premium described in this Article will cease immediately upon the expiration of this Agreement or in the event that the Director’s employment ends for any reason.

ARTICLE VI PROFESSIONAL DUES AND CONFERENCES

Section 1: Professional Dues. The District will pay up to seven hundred fifty dollars and zero cents (\$750.00) annually toward the cost of professional dues for state and national organizations that the Superintendent or his/her designee deems appropriate for the Director’s position.

Section 2: Conferences and Travel. The District will pay, or reimburse the Director for, all valid, reasonable, and necessary expenses associated with the Director’s travel to and from, and attendance at, in-state and outstate (i.e. national conference) professional conferences and meetings, provided that the following conditions are met: (1) the Director’s attendance is required or authorized in writing by the Superintendent or his/her designee; and (2) the total annual expense is preapproved by the Superintendent or his/her designee. Mileage will be reimbursed at the current Board of Education determined rate. To obtain reimbursement, the Director must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny any expense.

**ARTICLE VII
RETIREMENT**

Section 1: Deferred Compensation. The School District shall contribute a sum not to exceed three thousand dollars and zero cents (\$3,000.00) annually toward an approved state-deferred compensation program.

**ARTICLE VIII
MISCELLANEOUS**

Section 1: Use of Wireless Communication Devices and Allowance. The Director is required to use a cell phone and other wireless communication devices in the performance of her job and must be available for emergency situations outside the normal workday. As a result, the District will pay or reimburse the Director a monthly allowance totaling one hundred dollars and zero cents (\$100.00), which is meant to cover the costs of a phone and data plan. This allowance will be taxed in accordance with IRS regulations.

Section 2: Choice of Law and Severability. The laws of the State of Minnesota govern this Agreement. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

Section 3: Entire Agreement. This Agreement constitutes the entire agreement between the Director and the District. No party has relied upon any statements or promises that are not set forth in this Agreement. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbooks or policies. The Director understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract. No waiver or modification of any provision of this Agreement is valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown above their signatures. This Agreement will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

DIRECTOR

I have subscribed my signature
this 28 day of November, 2016.



Director

ISD 47, SAUK RAPIDS-RICE

I have subscribed my signature
this 14 day of November, 2016.



School Board Chair

I have subscribed my signature
this 14 day of November, 2016



School Board Clerk

