

EMPLOYMENT AGREEMENT: NETWORK MANAGER

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

ARTICLE I NATURE AND DURATION OF EMPLOYMENT

Section 1: Employment. The District will employ the Network Manager to perform the duties of a Network Manager.

Section 2: Duration of Agreement. This Agreement establishes the terms and conditions of employment that will apply to the Network Manager 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 Network Manager must faithfully perform all duties that are described in the job description for a Network Manager. In addition, the Network Manager must faithfully perform all services that the School Board or the Superintendent prescribes or assigns to the Network Manager, 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 Network Manager must comply with all applicable federal and state laws. The Network Manager 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 Network Manager agrees to perform his job duties diligently, in good faith, and to the best of his ability with loyalty to the School Board. The Network Manager must devote full time and due diligence to the affairs and the activities of the District. The Network Manager may not, directly or indirectly, participate in any action or conduct that conflicts in any respect with the interests of the District, and the Network Manager may not engage or participate in any action or conduct that is inconsistent with the Board's policies or actions, his duties as the Network Manager, the basic educational mission of the District, or the desired image of the District.

Section 4: Outside Activities. The Network Manager 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 Network Manager may engage in other compensated activities if such activities do not impede the Network Manager's ability to perform his duties for the District. The Network Manager may not directly or indirectly use District time, property, or resources for the benefit of another person, entity, or organization that is compensating the Network Manager.

ARTICLE III COMPENSATION

Section 1: Annual Salary. The District will pay the Network Manager a gross annual salary of eighty four thousand, ninety dollars and zero cents throughout the 2017-18 school year (\$84,090.00), eighty six thousand, six hundred thirteen dollars and zero cents throughout the 2018-19 school year (\$86,613.00) and eighty nine thousand, two hundred eleven dollars and zero cents throughout the 2019-20 school year (\$89,211.00) in consideration for faithfully performing the duties of the Network Manager. The District will pay the Network Manager'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 Network Manager for that period will be prorated and decreased to reflect the number of days actually worked.

Section 2: Work Day. The position of Network Manager is a full-time position. The Network Manager's regular workday is expected to be eight (8) hours in length, but the Network Manager is expected to work the number of hours necessary to perform his job duties and to meet the professional expectations of the job. Regular attendance is an essential function of the job.

ARTICLE IV WORK YEAR, HOLIDAYS, AND LEAVES

Section 1: Work Year. The Network Manager's work year will run from July 1 to June 30 with the specific days being determined by the District. In addition, the Network Manager must be on duty during any emergency, natural or unnatural, unless the Superintendent or the School Board otherwise excuses him.

Section 2: Holidays. The following will be paid holidays for the Network Manager: 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.

The District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof within the employee's work calendar. Any holiday, which falls within the employee's vacation period, shall not be counted as a vacation day.

In order to be eligible for holiday pay, the employee shall work a regular workday before and after the holiday unless on an excused illness, leave, or vacation under these provisions.

Section 3: Sick Leave. The Network Manager will accrue one day of sick leave for each month that he works pursuant to this Agreement. The Network Manager may accumulate up to one hundred twenty (120) days of sick leave. Upon termination of this Agreement, the Network Manager is not entitled to any compensation for any unused days of sick leave. Sick leave shall be taken for a minimum of one (1) hour per day and be deducted from the accrued sick leave days earned by the employee.

The School District may require the employee to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay.

The employer agrees to grant up to five (5) days of paid leave per illness to be deducted from accrued sick leave in the event of serious illness in the immediate family. Immediate family means spouse, parent of either, children, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent of either, grandchild, and dependent living in the immediate household. However, the illness shall be of such severity that the attending physician would consider it an emergency. Additional sick leave may be granted at the discretion of the Superintendent or his/her designee.

Section 4: Bereavement Leave. The Network Manager may take a total of three (3) days of bereavement leave with pay in connection with the death of a member of the Network Manager'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 or his/her designee. A total of (two) additional days of paid leave per year may be granted at the discretion of the Superintendent and/or designee. Said days will be deducted from the Network Manager's Accumulated Sick Leave.

Section 5: Jury Duty. If the Network Manager serves on jury duty while this Agreement is in effect, he will receive full pay from the District, provided that he submits to the District any compensation he received from being called to sit as a juror.

Section 6: Medical Leave. The employee who is unable to perform duties because of illness or injury and who has exhausted all leave or has become eligible for long-term disability, may, upon request, be granted a medical leave of absence, without pay or benefit, up to six (6) months. This leave may be renewed at the discretion of the School District.

A request for leave of absence or renewal thereof shall be accompanied by a written physician's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 7: Personal Leave. Two (2) days of paid personal leave shall be granted per year upon request. Request for personal leave shall be submitted at least 48 hours in advance.

Section 8: Worker's Compensation. In case of absence due to injury incurred in the course of employment, the Network Manager 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 select and offer at least one group health and hospitalization insurance plan to the Network Manager. The District shall contribute a sum not to exceed three hundred dollars and zero cents (\$300.00) monthly toward the annual premium regardless of whether the Network Manager elects single or family coverage. To the extent that the cost of the premium exceeds the amount of the District's contribution, the Network Manager must pay the remaining amount of the premium through payroll deduction. Should the employee choose not to enroll in the health and hospitalization plan, the District shall pay the employee a sum of two hundred fifty dollars and zero cents (\$250.00) each month as salary in lieu of insurance.

Section 2: Life Insurance. The District will select and offer to the Network Manager a group term life insurance policy with a maximum death benefit of fifty thousand dollars and zero cents (\$50,000.00). This paragraph will not apply unless the Network Manager 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 Network Manager's named beneficiary. The employee shall contribute the cost of the premium for the accidental death and dismemberment coverage at his discretion.

Section 3: Long Term Disability Insurance. The District shall provide the premium for an annual income protection insurance purchased through the District's carrier to a maximum of two-thirds of sixty thousand dollars and zero cents (\$60,000.00). Said insurance shall be subject to the waiting period of sixty (60) calendar days or the exhaustion of accumulated sick leave, whichever is longer. Said insurance shall be subject to all other provisions of the carrier.

Section 4: 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 Network Manager 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 Network Manager's employment ends for any reason.

Section 5: Duration of Insurance Contribution. The employee is eligible for School District contribution as provided in this Article as long as he remains employed by the District. Upon termination of employment, all District contributions shall cease.

Section 6: Insurance Application. The 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, which must be paid to the District in advance.

Section 7: Credit. The employee who returns from an unpaid leave shall retain benefits, which had accrued at the time the leave commenced. No credit shall accrue for the period of time that the employee was on an unpaid leave.

ARTICLE VI VACATION

Section 1: Earned Vacation. The employee shall be eligible for:

- 10 days after six months of employment
- 15 days after two full years of employment
- 20 days after five full years of employment
- 22 days after twenty full years of employment

Section 2: Application. The employee who has completed at least one (1) year of service shall be entitled to receive the prorated pay for unused vacation time provided such employee provides the District with at least two (2) weeks advance notice of the resignation.

Section 3: Schedule. The District shall determine the scheduling of all vacation time. A request for vacation shall be submitted to the immediate supervisor thirty days (30) in advance of the vacation date except in cases of emergency. The employee shall be notified of approval or denial within ten (10) days. Employees shall be able to carry over up to five (5) days of vacation, which must be used by January 1 of the next fiscal year.

ARTICLE VII CONFERENCES

Travel. The District will pay, or reimburse the Network Manager for, all valid, reasonable, and necessary expenses associated with the Network Manager's travel to and from, and attendance at, professional conferences and meetings, provided that the following conditions are met: (1) the Network Manager'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 Network Manager 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 VIII RETIREMENT

Section 1: Eligibility. Retirement pay will be due the employee with at least twenty (20) years of continuous service with the District. The retiree shall inform the Superintendent in writing, six (6) months in advance. The amount of early retirement pay shall be calculated based on fifty percent (50%) of a maximum of 120 days of the employee's unused, accumulated sick leave days.

Section 2: Payment. The District will determine the method of payment. In the event of death, any remaining payments shall be paid to the named beneficiary.

ARTICLE IX MISCELLANEOUS

Section 1: Use of Wireless Communication Devices and Allowance. The Network Manager is required to use a cell phone and other wireless communication devices in the performance of his job and must be available for emergency situations outside the normal workday. As a result, the District will pay or reimburse the Network Manager 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: Deferred Compensation. The District shall contribute a sum not to exceed \$2,000 toward an approved state deferred compensation program, which shall be matched by the Network Manager. The Network Manager may contribute additional dollars toward the approved state deferred compensation program if allowable by District policy / practice and in accordance with state statute.

Section 4: Entire Agreement. This Agreement constitutes the entire agreement between the Network Manager 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 Network Manager 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.

NETWORK MANAGER

I have subscribed my signature
this 27 day of November, 2016.



Network Manager

ISD 47, SAUK RAPIDS-RICE

I have subscribed my signature
this ___ day of _____, 2016.



School Board Chair

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



School Board Clerk

RASW: 1921