

**AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 51
and
DIRECTOR OF FINANCE AND OPERATIONS
2021-2023**

This Agreement, made on February 28, 2022, between Independent School District No. 51, Foley, Minnesota and Karri Thorsten, employed as Director of Finance and Operations, for the year 2021-2022 at a salary of \$90,424 and for 2022-2023 a salary of \$92,458.

Terms of employment:

The period of employment for this contract shall be for 260 days per year including holidays, beginning July 1, 2021 and continuing through June 30, 2023. The District may immediately terminate Employee without any written notice if there is just cause to terminate. Any breach of this contract shall constitute just cause.

For purposes of computing the daily rate of pay, the number of duty days each year shall be for 240 days.

Evening meetings: Employee shall receive additional compensation for evening meetings at an annual rate of \$2,400 per year to be submitted for the June 15th pay period or in equal payments per employee preference.

Management Commitment: The District and the employee concur that the management nature of the duties and responsibilities of Director of Finance and Operations covered by this agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities. This is understood to include normal business hours for duty day:

There shall be a thirty-minute duty free lunch as part of the workday.

Salary will be paid in equal installments on the 15th and the last working day of each month.

In the event that school is closed for any emergency or snow day, the employee may be required to report for work.

Sick leave: Sick leave shall be granted at the rate of fifteen (15) days each year of service in the employ of the school district or any part of a month. July 1 of each year the days shall be advanced to cover the contract year. Unused sick leave may accumulate to a maximum credit of 90 days. At the beginning of the contract year, the employee will be notified of the number of unused sick leave day accumulated. With the approval of the administration, the use of sick leave may be allowed for necessary dental and doctor appointments for the employee and/or the employee's family that cannot reasonably be accomplished outside the normal working duty hours. Sick leave may be accessed for absences due to illness or injury to employee's adult child, spouse, sibling, mother in law, father in law, grandchild, parent, grandparent, or stepparent. At the discretion of the immediate supervisor, sick leave with pay shall be allowed by the district whenever the employee's absence is found to have been due to the illness of the employee's minor dependents when such illness prevents the employee's attendance at work and performance of duties on that day or days.

Holidays:

Holidays: There will be twelve (12) paid holidays per year to coincide with the school calendar as adopted by the Board of Education:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

Three days to be floating holidays, to be taken by mutual agreement between the employee and the supervisor.

Short term leave: A leave of absence, without loss of pay, not to exceed five days shall be granted for death or serious illness in the immediate family, provided that, under unusual circumstances, the superintendent may at his/her discretion, grant a reasonable extension of such leave of absence.

The immediate family shall be defined as including the spouse, children, employee's or spouse's mother, father, grandparent, brother, sister or other blood relative living in the same household. Such leave of absence shall be deducted from the employee's accumulated sick leave except for spouse and children.

Other short term leave: A leave of absence may be granted at the discretion of the administration in the event of death or serious illness of any other relative or close friend. Further, such leave may be extended to include weddings or special events. Such leave of absence shall be deducted from the employee's accumulated sick leave.

All leave-short term leave of absence-beyond that described in the paragraphs above shall be refused by the administration and the school board, unless such leave would in some way be beneficial to the school district.

Long term leave of absence: Leave of absence may be granted by the district upon recommendation of the superintendent. All such requests are to be submitted in writing and shall state the following:

- 1) Reason for request
- 2) Details of plans as to how the employee intends to spend the time of leave
- 3) Such benefits as may be expected by the employee and the school district
- 4) The probable date the employee will resume his/her duties
- 5) The employee's intentions to return to the Foley Public Schools for a minimum of two years

In addition, leave of absence may be granted for medical reasons upon the recommendation of a physician. Re-employment shall be offered only upon prior certification by a physician that the employee is capable of resuming their position. Such leave of absence may also be granted at the request of the district.

The employee on leave of absence must signify in writing before May 1st of the year in which their leave expires of their intent to return to their duties. Failure to signify such intent will cancel the leave of absence and the employee shall forfeit any rights or claims to their former position.

All leave shall be without pay. However, the employee shall retain their present status including their position and such privileges as may have earned prior to such leave. An employee granted such leave shall have the right to retain all fringe benefits at their own expense.

Personal leave: The employee may be granted two day of personal leave per year of service in the Foley District. Leave may be granted after application to the supervisor, if possible, for reasons which cannot be taken care of during non-working hours.

Vacation: The Director of Finance and Operations shall be granted twenty (20) working days annually of paid vacation. Vacations shall be approved by the administration two weeks prior to departure. Vacation days can accrue to two (2) times the annual allocation. Vacations may be taken at any time with the approval of the administration. If the employee has unused vacation days from this annual allotment at the end of the fiscal year, the employee may request a day's pay for each unused vacation day up to a maximum of ten days (10) at the daily rate of pay.

Insurance: The district shall provide the following contribution toward the insurance premium payment:

	<u>2021-2023</u>
Medical/ health-family	\$21,400.00
Long Term Disability	Paid in Full
Life Insurance with dependent life	\$150,000 Face Value
Dental	\$1,310.16

**The difference in actual cost and agreed upon dollar amount will be a contribution monthly to Select Account.

Severance Pay: Upon voluntary termination of employment, the Director of Finance and Operations shall be entitled to payment of a max of 10 Days for any unused vacation days earned and accrued. However, if the Director of Finance and Operations is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Association of School Business Managers: The district shall pay yearly dues to the Minnesota and National Association of School Business Managers. Certification program through MASBO eligible for district staff development funds, if available of approximately 11 classes at \$75.00 plus the MASBO institute of \$395 plus hotel, mileage and meals.

Additional Pay: The Director of Finance and Operations will have a \$600 annual cell phone allowance that is to be submitted via "Request for Stipend Check" and paid in one lump sum at the Director of Finance and Operation's discretion within the contract year beginning July 1, 2021.

403(b) MATCH PLAN –

Section 1 The employee may participate in the District's 403(b) annuity matching program. The District matching contribution to such program shall be in the amount as set forth in Section 2 below, but will not exceed a lifetime contribution cap of \$40,000.

Section 2 Employee Match: Eligible and participating Employees must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan

year. The District matching contribution to Employees participating in the 403(b) annuity matching program shall be \$3,000 per year:

The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual Employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. Employees have the choice of contributing 50% or 100% of the match. The district will then contribute the 50% or 100% of the match as chosen by the employee.

Section 3. Approved Plans: The District will make matching contributions only to annuity plans offered by vendors who participate in the District's payroll deduction program and have a hold harmless agreement with the District. New vendors need a minimum of five employees and a hold harmless agreement.

Section 4. Election: Eligible employees must make application for participation in the 403(b) annuity matching program by July 1 for the school year. Once an employee elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the Employee who must notify the District and annuity carrier.

Section 5. Death of an employee Participant: If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 6. Applicable Laws: The 403(b) annuity matching program of Independent School District No. 51 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S. C. § 403(b).

Longevity Pay

The employee after completion of at least three (3) years of service with the District shall receive an additional-career increment annually over the salary schedule as described in this section. The annual increment that each qualifying employee shall receive will be \$2,000.00.

The employee after completion of at least six (6) years of service with the District shall receive an additional-career increment annually over the salary schedule as described in this section. The annual increment that each qualifying employee shall receive will be \$3,000.00.


The employee after completion of at least nine (9) years of service with the District shall receive an additional-career increment annually over the salary schedule as described in this section. The annual increment that each qualifying employee shall receive will be \$4,000.00.


The employee after completion of at least twelve (12) years of service with the District shall receive an additional-career increment annually over the salary schedule as described in this section. The annual increment that each qualifying employee shall receive will be \$5,000.00.

The employee after completion of at least fifteen (15) years of service with the District shall receive an additional-career increment annually over the salary schedule as described in this section. The annual increment that each qualifying employee shall receive will be \$6,000.00.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 28th day of February, 2022.


Chairperson of the Board


Employee


Clerk of the Board