

**AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 51
AND
DIRECTOR OF TRANSPORTATION
2021-2023**

This agreement, made this April 4, 2022, is between Independent School District No. 51, Foley, Minnesota and Kevin Seifermann employed as Director of Transportation for 2021-2022 school year at an annual salary of \$75,221 for the 2022-2023 school year at an annual salary of \$75,221. (includes all additional compensation for a.m. route driving).

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; provided, however, that if a new contract is not negotiated on or before June 30, 2023, this contract, with the pay and benefits applicable during its second year, shall continue until a new contract is negotiated or June 30, 2024, whichever occurs first. If the parties do not enter into a new written employment contract prior to June 30, 2022, Employee's employment with the School District will automatically terminate on June 30, 2024. The new contract may by mutual agreement of the parties be retroactive to July 1, 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.

Management Commitment: The District and the Director of Transportation concur that the management nature of the duties and responsibilities of Director of Transportation 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:
6:00 a.m.– 2:30 p.m. for the bus garage.

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

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

The employee shall be granted a thirty minute duty-free lunch period.

Sick Leave: Sick leave shall be granted at the rate of one day per working month for each year of service in the employ of the school district or any part of a month. On 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 190 days. For every 4 days of sick days that are lost due to accumulated maximum, employee shall be granted 1 personal day. At the beginning of the contract year, the employee will be notified of the number of unused sick leave days 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.

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

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

Two floating holidays to be taken by mutual agreement between the employee and the immediate supervisor. Both days are subject to supervisor approval.

Short Term Leave/Serious Illness/Bereavement Leave: A leave of absence without loss of pay not to exceed five days, shall be granted for death of the employee's child or spouse's child or for the death or serious illness in the immediate family provided that, under very unusual circumstances, the Superintendent or Designee may, at his discretion grant a reasonable extension of such leave of absence.

The immediate family shall be defined as the spouse and the employee's or spouse's father, mother, grandparents, brother, sister or other blood relative residing in the same household.

Such leave of absence shall be deducted from the employee's accumulated sick leave, except for the death of the employee's spouse, child or spouse's child.

All absences must be reported to the Superintendent or Designee. Any unauthorized or unreported absenteeism shall mean a deduction of all wages for period absent.

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.

Personal leave: The employee may be granted two days of personal (emergency) leave per year of service in the Foley district, accumulative to two days, not to be used consecutively. Leaves are not to be used for recreational purposes and will not normally be allowed on the day before or the day after vacations.

Vacation: Vacation shall be granted per the following scale:

<u>Years of Service</u>	<u>Working Day's Vacation</u>
0 - 6	10
7 - 9	15
10 - 19	20
20 Plus	25

Vacations are to be listed in the Superintendent or Designee's office two weeks prior to departure. Vacation days can accrue to one half times the annual allocation not to exceed 35

days. 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.

Vacations are to be taken during the summer break unless specific permission has been granted.

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

	<u>2021-2022</u>	<u>2022-2023</u>
Medical/health/hospitalization	\$8,611	\$9,128
Dental (Individual Coverage)	\$460	\$460
LTD	Paid in Full	Paid in Full

A \$100,000 life insurance policy shall be provided by the district.

The district shall pay the total cost of liability insurance.

Severance Pay: After ten (10) years of service to the school district the transportation director will be eligible for severance pay upon retirement from the district. The director will receive severance pay in the amount equal to eight (8) days' pay for each year of employment with the district, up to a maximum of 70 days' salary.

Severance pay shall be paid by the school district within thirty days after the last day of employment. In the event of the director's death prior to receiving full payment of severance pay, the director's legal beneficiary shall receive the remainder due the deceased.

In addition, the employee who applies for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for District contribution of \$800/month toward single coverage, such eligibility to continue until employee becomes eligible for full Medicare benefits.

403(b) MATCH PLAN –

Section 1. The employee will continue to be eligible to receive severance pay as set forth therein and may also 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 \$30,000.

Upon the employee's retirement, 102% of annual District contribution, compounded annually, to the 403B will be subtracted from the final severance pay out upon the employee's resignation. However, if the district has met the \$30,000 lifetime contribution limit the employee shall not be entitled to receive any severance pay.

For example:

$$\$1,000 \times 1.02 = \$1020.00$$

$$\$1,020 + \$1000 = \$2020 \times 1.02 = \$2,060.04$$

$$\$2,060.04 + \$1000 = \$3060.04 \times 1.02 = \$3121.25 \text{ and so forth until the employee resigns.}$$

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 \$1,800 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 Employee 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).

National Convention: The Director of Transportation may attend the national convention more than once every three years at the discretion of the Superintendent or Designee, with reasonable allowable expenses in accordance with established school district policies.

Additional Pay: For performance of the following additional responsibilities noted here, the additional pay was added into the salary.

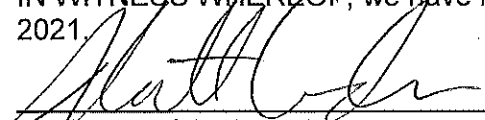
Additional responsibilities that shall be performed for:

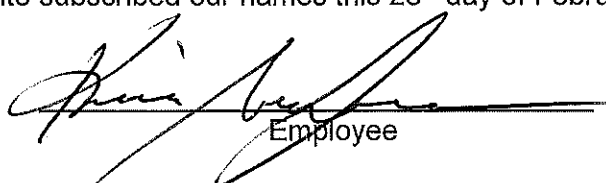
- Administration of the Drug/Alcohol Program for Bus Drivers
- Monitoring weather status for late starts and cancellations
- Use of personal vehicle and personal time to obtain vehicle parts
- Facilitating communication to parents, students, and school staff regarding discipline issues
-

Longevity Pay

Longevity pay has been added into the salary.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 28th day of February, 2021.


Chairman of the Board


Employee


Clerk of the Board

In addition to the contract, both parties agree to the following for the life of this agreement: Should the School District begin an HSA or HRA Plan, the District and Employee agree to bargain the terms and conditions under which the employee can join the HSA or HRA.

LETTER OF UNDERSTANDING

Foley public Schools Director of Transportation Services 2021-2022

Parties herby agree to the following between Director of Transportation (Kevin Seifermann) and Independent School District No. 51, Foley Minnesota.

This letter is in effect for the 2021-2022 school year.

Pay Out

1. One time pay out of 40 hours of lost vacation from the 2020-21 school year, during the pandemic.
2. This is a one-time payment for the 2020-21 lost time ONLY.



Chairman of the Board



Employee-Kevin Seifermann

Dated: April 4, 2022